



### DAMAGE REPLACEMENT GUARANTEE

THIS CONTRACT PROVIDES FOR RETREATMENT OF THE INFESTED AREAS OF THE COVERED STRUCTURE(S) AND THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES ONLY WITHIN THE LIMITS STATED IN THIS CONTRACT.

**Important: You should read all pages of this Agreement, including the Guarantee.**

SERVICE AGREEMENT WITH: City Of Madison Offer expires 30 days after: 11/21/2023

#### SERVICE INFORMATION

Customer Name: City Of Madison  
Service Address:  
190 Graphics Dr  
Gym  
Madison, AL 35758  
  
Phone Number: (256) 772-5600  
E-mail: facilitiesap@madisonal.gov

#### BILLING INFORMATION

Account Number: 169242  
Customer Name: City Of Madison  
Billing Address:  
100 Hughes Rd  
Madison, AL 35758-1110  
  
Phone Number: (256) 772-5600  
E-mail: facilitiesap@madisonal.gov

#### PAYMENT TERMS AND CONDITIONS

Subject to the terms of the Sample Guarantee which is contained on the reverse side of the Customer's copy of this Agreement, charges for all services are due at the time the services are provided, unless the charges are financed or unless other payment arrangements are agreed to in writing by Customer and Cook's Pest Control, Inc. [Cook's]. If and when due, customer shall also pay any applicable taxes. In the event the Sentricon Agreement is renewed and continued for additional yearly periods, Customer will pay an annual renewal fee of 1188.00 which may be paid in quarterly installments of 297.00 beginning next year. These installments are due on the first day of each quarter. After three years, Cooks reserves the right to periodically adjust the annual renewal fee.

If the Customer's account becomes more than 90 days past due, or if Customer cancels service before the end of the first year, the Agreement, Guarantee, and protection will be cancelled, all amounts due will become payable as liquidated damages, and any payments received after cancellation shall be applied to the liquidated damages due. Payment of liquidated damages shall not reinstate the Agreement, Guarantee or protection. In the event of cancellation, Customer agrees to pay all costs of collection including a reasonable attorney's fee, subject to any limitations imposed by law.

#### FINANCE CHARGE

The **FINANCE CHARGE** on the above is computed on any **UNPAID BALANCE** at the rate of **1 1/2% PER MONTH** or **18% ANNUAL PERCENTAGE RATE**. If the balance owing is paid in full within 30 days of the Agreement or date charged, no finance charge will be added. The finance charge and total amount of payments have been computed on the assumption that **ALL** payments will be received in the month charged. In the event that timely payments are not made, the final payment will be increased due to the finance charge being computed on an unpaid balance that includes an unpaid finance charge.

#### FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Your payment schedule will be:

Number of Payments	Amount of Payments
0	0

**PAYMENTS DUE** monthly, beginning one month after date of installation as stated on the Service Report, and on the same day each month thereafter.

- A. **ANNUAL PERCENTAGE RATE: The cost of your credit as a yearly rate.** 0%
- B. **FINANCE CHARGE: The dollar amount the credit will cost you (D-C).** 0
- C. Amount Financed: The amount of credit provided you or on your behalf (Balance Owing). 0
- D. Total of Payments: The amount you will have paid after you have made all payments as scheduled (B+C). 0
- E. Total Sales Price: Total cost of your purchase on credit, including your downpayment (0) 0

You have the right to receive an itemization of the Amount Financed at this time.

I want an itemization  I do not want an itemization. LATE CHARGE: None

**SECURITY:** You are not giving us any security interest. **PREPAYMENT:** If you pay off early, you will not have to pay a penalty. See your Agreement documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

#### Customer Agrees to Pay:

Commercial Sentricon - Commercial District	Price/Visit	Tax	Discount	Total	Visit First Year	Due Now
Com Sentricon Install - Pest Customer	\$2,863.00	0	0	\$2,863.00	1	\$2,863.00
<b>TOTAL FOR THIS PROGRAM</b>						

**TERMS AND CONDITIONS**

**NOTICE - Any holder of this consumer credit Agreement is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.**

**NOTICE - Buyer’s Right to Cancel (For Consumer Agreements Only).** If this Agreement was solicited at your residence and you do not want the goods or services, you, the Buyer, may cancel this Agreement by delivering or mailing a notice to the Seller. The notice must say that you do not want the goods or services and must be delivered or mailed before midnight of the third business day after you sign this Agreement. The notice must be delivered or mailed to Cook’s Pest Control, Inc., 1741 Fifth Ave. SE, Decatur, AL 35601.

See the Notice of Cancellation form given to you by the Cook’s Representative for an explanation of this right.

**NOTICE - With the exception of any State mandated waiver forms, if applicable, this Agreement constitutes the sole and entire Agreement between Customer and Cook’s concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past termite control Agreements and Guarantees between Customer and Cook’s, if any, are expressly superseded by the terms and conditions of this Agreement, Guarantee and protection.**

**CAUTION - It is important that you thoroughly read all 3 pages of this Agreement and Guarantee.**

**ALTERNATIVE DISPUTE RESOLUTION**

As an inducement to Cook’s Pest Control, Inc. [COOK’S] to enter into the Service Agreement and Guarantee with the Customer, the parties hereto agree as follows:

(1) In the event of any dispute, controversy or claim arising out of or relating to the Service Agreement and/or Guarantee, any alleged breach thereof or arising out of any prior or future dealings between COOK’S and Customer (hereinafter collectively “any dispute”), the parties hereby agree to resolve any dispute between themselves in accordance with this Alternative Dispute Resolution Agreement. First, the parties shall use their good faith efforts to negotiate between themselves a mutually satisfactory resolution of any dispute.

(2) Second, in the event the parties are unable to resolve any dispute among themselves, COOK’S and Customer agree to mediate such dispute. The mediation shall be conducted in accordance with the Alabama Civil Court Mediation Rules or, if available, the mediation rules adopted by the highest court of the state of Customer’s residence. The parties shall mutually agree upon a mediator and the mediation shall be conducted in the county of the Customer’s residence. In the event the parties are unable to agree upon a mediator, the then-presiding Judge of the Circuit Court or highest trial court of the county of the Customer’s residence shall select a mediator. Unless agreed otherwise, the cost of the mediation shall be paid equally by the parties.

(3) Third, in the event any dispute cannot be resolved by voluntary mediation, COOK’S and Customer hereby expressly agree to submit any and all disputes to binding arbitration. COOK’S and Customer hereby acknowledge and agree that the Service Agreement and Guarantee involve, impact and substantially affect interstate commerce and that any and all disputes regarding the Service Agreement and/or Guarantee, claims arising out of or relating to the Service Agreement or Guarantee the breach thereof or arising out of any prior or future dealings between COOK’S and Customer are subject to the provisions of the Federal Arbitration Act, 9 U.S.C. § § 1 et. seq. COOK’S and Customer hereby acknowledge and agree that binding arbitration has been chosen by them as an alternative to litigation.

It is understood and agreed by and between COOK’S and Customer that the arbitration shall be conducted before a single arbitrator to be mutually agreed upon by COOK’S and Customer. In the event that COOK’S and Customer cannot agree upon an arbitrator, then the Presiding Circuit Judge of the Circuit Court of Morgan County, Alabama shall appoint an arbitrator. It is further understood and agreed that the arbitration shall be held in Morgan County, Alabama.

If the transaction is a consumer transaction, COOK’S shall pay the cost of the arbitration with each party to pay his, her or its own attorneys’ fees and costs. If the transaction is a commercial transaction, COOK’S and the Customer shall each pay one-half of the cost of arbitration unless ordered otherwise by the Arbitrator and each party shall pay his, her or its own attorneys’ fees and costs. As a part of the final decree in any arbitration, the arbitrator may reapportion the arbitration cost payable by each party. Any arbitrations will take place on an individual basis; class arbitrations and class actions are not permitted. The parties intend that the scope of matters subject to arbitration shall be interpreted in the broadest possible range of matters that may be arbitrated under federal law, and that any question as to the scope of the claims to be resolved shall be determined by the arbitrator, including, but not limited to, any issues with regard to fairness, capacity, waiver and/or unconscionability.

**WAIVER OF TRIAL BY JURY:** It is mutually understood and agreed between COOK’S and Customer and for their successors and assigns that both parties do hereby waive trial by jury of any claim, counterclaim or third-party claim, including any and all claims of injury or damages brought by either party against the other arising out of or relating to the Service Agreement and/or Guarantee, any breach thereof, or any prior or future dealings between COOK’S and Customer. The parties acknowledge and agree that this waiver of trial by jury is made freely, knowingly and voluntarily and is desired by all parties to avoid the time and expense of a jury trial. In the event that the arbitration agreement contained herein should be declared by any court of law to be unenforceable for any reason, the parties to this Agreement nevertheless expressly agree to waive a jury trial of any disputes. Customer acknowledges that he or she has read the foregoing Alternative Dispute Resolution Agreement, understands its provisions and agrees to be bound by its terms.

**Please read this Agreement carefully! It limits certain of your rights, including your right to seek remedies in court and have your claim decided by a judge or jury. If you do not understand this Agreement, seek legal advice! The following is my acknowledgment that I understand and agree to all the provisions of the Subterranean Termite Control Agreement, including its Guarantee, payment charges and terms and the arbitration and waiver of jury trial provisions. CAUTION - It is important that you thoroughly read the Contract before you sign it.**

**X**

\_\_\_\_\_  
*Cook’s Pest Control, Inc. Representative*

\_\_\_\_\_  
*Customer or Agent*

# Subterranean Termite Control Agreement - AL/MS Sentricon Damage Replacement Guarantee

**Definition: "Subterranean Termites"** – For the purposes of this Agreement, "Subterranean Termites" is expressly limited to include native Subterranean and Formosan Termites. It does not include drywood termites, powderpost beetles, carpenter ants, molds, fungi, wet rot, dry rot, wood decaying bacteria, or other woodboring insects or any other type organism except native Subterranean and Formosan Termites.

## I. RENEWABLE PROTECTION

1. This Guarantee is effective for a period of one (1) year following the initial treatment. Thereafter, the Guarantee may be continued on a year-to-year basis subject to the terms listed in this Guarantee. This Guarantee can only be modified in writing, signed by Cook's Pest Control, Inc. [Cook's] and Customer. With the exception of the warranty disclaimer below, this Guarantee applies only to the Sentricon Colony Elimination System.
2. The Customer reserves the right to cancel this Guarantee at any time after the first year. Cook's reserves the right to adjust the Annual Renewal Fee after the third year of this Guarantee and may cancel this Guarantee for any of the following reasons:
  - a. The building is sold or there is a change in ownership (A new Guarantee may be issued by agreement between the new owner and Cook's).
  - b. Customer fails to fulfill all obligations as specified in the Agreement and Guarantee.
  - c. There occurs a natural disaster or other event, such as a storm, flood, fire, etc., which substantially alters or destroys the effectiveness of the Cook's treatment.
  - d. There occurs a change in state or federal law which substantially alters or affects Cook's ability to perform its obligations under the Agreement.
  - e. Cook's, for whatever reason, ceases to be an Authorized Operator for the Sentricon System.
3. This Guarantee is specifically limited to only those structures set forth in the Agreement and graph and incorporates herein by reference any State mandated waiver forms, if applicable.

## II. DAMAGE REPLACEMENT GUARANTEE

1. Cook's will perform the following services during the term of this Guarantee:
  - a. Install Sentricon termite bait stations in the soil around the structure[s] according to guidelines established by Dow AgroSciences.
  - b. Monitor the stations and install Recruit and Recruit AG termite bait in the stations according to guidelines established by Dow AgroSciences.
  - c. Make an annual inspection of the structure and provide all required reports.
2. Cook's will repair, under its supervision, any new damage caused by native Subterranean or Formosan Termites provided:
  - a. Cook's finds the damaged area infested with live native Subterranean or Formosan Termites.
  - b. Customer has fulfilled their obligations as specified in the Agreement and Guarantee.
3. This repair Guarantee applies to the interior and exterior of the building except where:
  - a. Wood, foam insulation, stucco construction, siding, Exterior Insulation and Finish System (EIFS) or any other material which will wick moisture and/or support an active colony of native Subterranean or Formosan Termites, or which may permit hidden access to the structure, is less than six [6] inches above ground level.
  - b. A moisture problem exists, permitting an aerial termite colony, which allows termites to survive without returning to the soil.
4. All wooden decks, porches and patios are expressly excluded from this damage repair guarantee.

## III. CUSTOMER OBLIGATION

1. Customer agrees to maintain the treated structure free of any moisture condition, permitting an aerial termite colony, which allows termites to survive without returning to the soil. Such conditions include, but are not limited to, roof leaks, improper ventilation, faulty plumbing or improper drainage. In addition, all wood, foam insulation, stucco construction, siding, Exterior Insulation and Finish Systems (EIFS) or any other material which will wick moisture and/or support an active colony of native Subterranean or Formosan Termites, or which may permit hidden access to the structure, must be kept and maintained at least six [6] inches above ground level. The presence of any of these conditions shall void the Guarantee. It is the Customer's sole responsibility to identify and correct these conditions.
2. It is the sole responsibility of the Customer to notify Cook's in writing if the building is sold, ownership changes, additions or modifications are made, stations are removed, or if the Guarantee is to be terminated for any other reason. If additions are made or stations removed, additional charges will be required for the installation of new stations and for the Guarantee to remain in effect.
3. All initial treatment charges are due at the time the services are provided, unless financed or other written payment arrangements are agreed to by and between Customer and Cook's. All annual renewal fees are due as required by the payment terms and conditions.
4. Customer will cooperate fully with Cook's by making the structure(s), and all areas where there are monitoring stations, available for all inspections and servicing. Customer understands that access to the stations is an essential element to the performance of this agreement and in any situation where access requires permission from an adjoining property owner, it shall be the customer's sole responsibility to obtain any necessary permission. Removal of stations and unapproved modifications or creation of areas which cannot be properly inspected will result in a loss of termite protection and void your Guarantee.
5. Removal or tampering with Sentricon stations by customer could void this agreement at Cook's sole discretion. Customer agrees to contact Cook's immediately if any station is removed or disturbed.

## IV. CUSTOMER UNDERSTANDS AND AGREES

1. The Sentricon System treatment being provided is for native Subterranean and Formosan Termites and does not include protection for Drywood Termites, Boring Beetles or any other wood destroying organisms, mold, Wood Decay Fungus, moisture damage or any other moisture related conditions.
2. The Sentricon System involves station monitoring, eliminating any detected termite colonies, and continued station monitoring to ensure protection from any new termite colonies.
3. Customer further understands and acknowledges that the Sentricon® System with Always Active™ technology can require the placement of above-ground bait stations on walls and other surfaces that might be damaged when stations are removed. Further, termites that feed on such bait stations may stain or discolor walls or other structures upon which the stations are placed. As a consequence, Customer expressly waives any claims or causes of action against Cook's for any damages caused to Customer's walls or any other surface upon which bait stations might be placed and further releases Cook's from any liability related thereto.
4. If applicable, Customer releases Cook's from any liability from all treatment, retreatment, inspection, or repair of termite damage in any area associated with or identified in a "Waiver Form" or similar "Exceptions to Treatment Standards" which prohibited a full, initial minimum treatment of the subject property.
5. If this Guarantee is cancelled, for whatever reason, Customer shall not be entitled to any re-payment of annual renewal fees paid.
6. All components of the Sentricon System are and shall remain the property of Dow AgroSciences. Customer has no rights to any of the components, other than the right of installation by Cook's on Customer's premises pursuant the Agreement.
7. If Cook's, for whatever reason, ceases to be an Authorized Operator for the Sentricon System, they shall notify the Customer and offer one of the following: a. If the Customer and Cook's agree on the use of an alternative form of termite protection, a new agreement shall be entered into and Customer shall receive credit for any unearned payments; or b. If the Customer or Cook's elects to discontinue the Agreement, the customer shall receive a refund for any unearned payments.
8. Upon the expiration or termination of this Agreement, either Cook's, Dow AgroSciences, or their representative shall be authorized by the Customer to retrieve from the premises the Sentricon stations and other system components. In the event Customer fails or refuses to permit access to the premises for removal of the Sentricon System components, Customer shall be liable to Cook's for the amount of \$25.00 per month for each month Customer refuses to permit access for retrieval of system components as agreed in this paragraph.
9. State regulations may require specific treatment standards for a conventional liquid barrier termite treatment. However, these standards will not be performed as part of this Agreement because the Sentricon System is a conceptually different type of termite treatment which does not involve a liquid barrier treatment. The Sentricon System is registered for use in this state.
10. There is no guarantee, and Cook's does not represent, that termites will not return.
11. Nothing in this Agreement is intended or shall be construed to give any person or entity, other than the Parties, any legal or equitable right, remedy, or claim under, or in respect to, this Agreement or any provision contained herein. This Agreement, any conditions contained herein, or performance by either party hereof, is intended to be for the sole and exclusive benefit of the Parties, and for the benefit of no other person or entity.
12. It is understood and agreed between the parties that all monitoring and/or servicing of the bait or the baiting systems ("treatment") shall be performed by Cook's and that Cook's is hereby given the sole and exclusive authority and discretion to determine what treatment shall be provided and the manner in which said treatment is undertaken.
13. The purchase of polyethylene barriers or louvered vents for the crawlspace are to further protect against termites and not sold to control or prevent mold, mildew, rot, or other similar moisture related infestations. Cook's makes no warranties, representations, or guarantees as to the ability of these products to prevent such infestations.

## V. 110% MONEY-BACK GUARANTEE

1. Cook's agrees to refund the initial installation charge plus an additional 10% if:
  - a. The Customer's dissatisfaction is communicated in writing within 30 days following the initial installation, and
  - b. After receiving such notice, Cook's fails to reasonably satisfy the Customer within 30 days.

Note: All warranties for materials or services shall be expressly limited to the manufacturer's warranty, if any, and the warranties specifically set forth herein. Cook's makes no other warranties, express or implied, including merchantability and fitness.

**The removal of the bait or baiting system may result in a lack of termite protection.**