



Terminix International  
2165 / Columbus Commercial  
2120 City Gate Drive;  
Columbus, OH 43219  
614-558-3615

Carl Norris  
Gahanna Parks and Rec  
200 S. Hamilton Rd  
Gahanna, Ohio 43230

Dear Carl Norris:

Thank you for the opportunity to present this proposal for pest management services for Gahanna Parks and Rec.

Since 1927, Terminix Commercial has become the company more businesses trust than any other for pest control. Experience in providing excellent service is a necessity for any pest control provider - and Terminix Commercial has built a rock-solid reputation on providing service to your industry. But there's more to our story. We've forged long-term relationships with our Property Management customers who look to us for effective, individualized solutions. They know that we understand their specialized regulations and paperwork down to the smallest detail. And most importantly, they know that they can rely upon us for value, timeliness and reliability every time.

The fact is, these principles are so important that we've made them the foundation of a Guarantee that's the strongest in the industry: our No Wait, No Doubt, No Limit 3-Point Guarantee. Within this proposal, you'll find more information and details on our guarantee.

Please take a moment to review the recommendations and Service Agreement we've created especially for you. If there are any questions we can answer or if you would like to meet to discuss this program - please give me a call at 614-558-3615. We're here to help.

Sincerely,

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Ryan Driskell  
Branch Account Manager  
614-558-3615  
ddriskell@terminix.com

**EXHIBIT A**

**Purchaser / Billing Address**

Gahanna Parks and Rec  
200 S. Hamilton Rd  
Gahanna, Ohio 43230  
Telephone: 614-452-0243  
Fax: 614-342-4360

**Premises**

Carl Norris  
220 Ridenour Rd  
Gahanna, Ohio 43230  
Telephone: 614-452-0243

**Terminix Commercial Pest Control Service**

Terminix will perform regular scheduled service at the above service address for control of the following pests: **Ants (Excluding Fire Ants, Carpenter Ants and Pharaoh Ants) , Cockroaches , House Mouse , Norway Rat , Occasional Invaders , Spiders (Excluding Brown Recluse Spider and Black Widow Spider)**

Service Frequency: **Monthly (12 service visits)**

**Additional Service Information:**

General Pest Control

Service entire facility: garage, main entrance, club house, restrooms, storage

Please call 24hours in advance to service...service done 7am

Treat exterior with Termidor when weather permits for initial service.

**Addendums** *Indicated forms are part of this agreement*

- |  |  |                                     |
|--|--|-------------------------------------|
| <input type="checkbox"/> Customer Preparation Checklist Part 1 | <input type="checkbox"/> Sighting Log                                  | <input type="checkbox"/> Optional   |
| <input type="checkbox"/> Customer Preparation Checklist Part 2 | <input type="checkbox"/> Customer Preparation Checklist for Apartments | <input type="checkbox"/> LEED       |
| <input type="checkbox"/> Service Schedule Checklist            | <input type="checkbox"/> Equipment                                     | <input type="checkbox"/> EcoControl |

**Payment Schedule**

Initial Charge	\$	120	Down Payment	Amount	Sequence Number
Recurring Charge	\$	40	Received At Completion	Amount	Deposit Number
Annual Total	\$	560	Account Number		
Less 3% YIA	\$				
Plus Tax	\$				
Total Due	\$				

**Easy Pay Feature****Signature Required**

I understand that by enrolling my account for Easy Pay, all future invoices sent to me by Terminix for services performed pursuant to my contract will automatically be paid by a deduction from my checking, savings or credit card account as indicated.

☐ Credit Card (if different from above) ☐ Checking Account\* (Voided Check Attached)

Credit Card # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_ (mm/yy)

If Easy Pay is selected – a copy of agreement must be sent to Corporate at 860 Ridge Lake Boulevard, Memphis, TN 38120 Mailstop C2-4092

\*See terms and conditions for details

You may recognize a 3% discount for pre-paying one years service charge in advance\*

This is to certify that Tax Exemption Certificate Number \_\_\_\_\_ has been furnished with this agreement to Terminix.  
This agreement is subject to the terms and conditions on the front and back, \_\_\_\_\_ including the mandatory Arbitration provision.

This agreement is for an initial period of twelve months from the date of the first service and, unless canceled by the purchaser, will automatically continue on a monthly basis until canceled by either party upon thirty(30) days notice. This agreement is not valid unless accepted by customer within 30 days of submission.

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1-800-525-1929.

**Terminix Authorization**

2165 / Columbus Commercial  
Telephone: 614-558-3615  
2120 City Gate Drive;  
Columbus, OH 43219  
Ryan Driskell, 11/5/2009

**Client Authorization**

By Carl Norris

Date \_\_\_\_\_

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Terminix Representative Signature

**Terms and Conditions****1. MATERIALS.**

- A. The materials used in pest control service will comply with federal, state and local laws, and shall be acceptable to you.
- B. All pest control service shall be performed in accordance with the most effective scientific pest control procedures.

**2. YOUR COOPERATION.**

- A. Your cooperation is important to ensure the most effective results from Terminix service. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix, and are not corrected by you, Terminix cannot assure satisfactory service.
- B. If the conditions noted by Terminix are not corrected as required, all guarantees in this agreement shall automatically terminate and be cancelled. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by the customer as an extra charge.

**3. INSURANCE.** Terminix will furnish a Certificate of Insurance upon request.**4. TERMS OF AGREEMENT.** If Terminix fails to comply with the specifications, they shall be given thirty (30) days notice to correct the problem. If, at the expiration of such thirty (30) days, the unsatisfactory conditions have not been corrected, you reserve the right to cancel the contract. In the event of persistent infestation, Terminix will provide special services at no extra cost until the condition is under control. *Terminix is not responsible for insect or rodent damage to products or contents at the premises. This agreement does not provide for control of termites, other wood destroying organisms, or any other pests not specified.***5. NOTICE OF CLAIMS.** Any claim under the terms of this agreement must be made immediately in writing to any Terminix Service Center.**6. DISCLAIMER.**

- A. Terminix's liability under this agreement will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fire, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or cause beyond the control of Terminix.

- B. EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, STIGMA AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. CHANGE IN LAW.** Terminix performs its services in accordance with the law. In the event of a change in existing law as it pertains to the services promised herein, Terminix reserves the right to revise the monthly service charge or terminate this agreement.**8. NON-PAYMENT, DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this agreement and reasonable attorney's fees and costs of collection shall be paid by the Purchaser.**9. ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and no other representations or statements will be binding upon the parties.**10. MANDATORY ARBITRATION.** Purchaser and Terminix agree that any claim, dispute or controversy ("Claim") between them or against the other or the employees, agents or assigns of the other, and any Claim arising from or relating to this agreement or the relationships which result from this agreement, including but not limited to any tort or statutory Claim, shall be resolved by neutral binding arbitration by the American Arbitration Association ("AAA"), under the Rules of the AAA in effect at the time the Claim is filed ("AAA Rules"). In the event the AAA is unwilling or unable to arbitrate the dispute, the parties shall arbitrate in accordance with the Federal Arbitration Act, 9 U.S.C. §§ 1-14. Any arbitration hearing at which the parties appear personally will take place at a location within the United States federal judicial district in which Purchaser resides. AAA Rules and forms may be obtained and all claims shall be filed at any AAA office, [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Each party shall be responsible for paying its own attorneys' fees, costs and expenses; the arbitration fees and arbitrator compensation shall be payable as provided in the AAA Rules. However, for a Claim of \$15,000 or less brought by Purchaser in his/her/its individual capacity, if Purchaser so requests in writing, Terminix will pay Purchaser's arbitration fees and arbitrator compensation due to the AAA for such Claim to the extent they exceed any filing fees that the Purchaser would pay to a court with jurisdiction over the Claim. The arbitrator's power to conduct any arbitration proceeding under this arbitration agreement shall be limited as follows: any arbitration proceeding under this agreement will not be consolidated or joined with any arbitration proceeding under any other agreement, or involving any other property or premises, and will not proceed as a class action or private attorney general action. The foregoing prohibition on consolidated, class action and private attorney general arbitrations is an essential and integral part of this arbitration clause and is not severable from the remainder of the clause. The decision of the arbitrator shall be a final and binding resolution of the Claim. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. Neither party shall sue the other party with respect to any matter in



dispute between the parties other than for enforcement of this arbitration agreement or of the arbitrator's award. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.