



NORTHWEST

EXTERMINATING

COMMUNITY ASSOCIATION

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS WITHIN THE LIMITS STATED IN THIS CONTRACT.

Northwest Exterminating Eastern and Formosan Subterranean Termite Baiting Agreement LIMITED LIFETIME WARRANTY

"We will uphold commitments made to our Customers while exercising honesty, integrity and excellence."

SERVICE INFORMATION

Stonewall Condominium COA
 COMPANY NAME
 James Stinchcomb
 NAME: FIRST LAST MI
 3700 Stonewall Cir SE
 ADDRESS
 Atlanta GA 30339
 CITY STATE ZIP CODE
 678-227-0873 James 770-200-8592 Linda
 PHONE (HOME) (OFFICE/MOBILE)

BILLING INFORMATION

Stonewall Condominium COA c/o Heritage Property Management
 COMPANY NAME
 Linda LaManna
 NAME: FIRST LAST MI
 500 Sugar Mill Rd., Building B, Suite 200
 ADDRESS
 Atlanta GA 30350
 CITY STATE ZIP CODE
 Llamanna@heritageproperty.com stonewallcoainc@gmail.com
 EMAIL ADDRESS

- Type of Structure Residential Commercial Multi-Unit Dwellings
- Structure for Service Main Dwelling Other: _____
- Structure Status Preventative Curative Reinstatement
- Liquid Spot Application Yes No

Payment Information

Initial Investment \$ 6,385.00
 Amount Remitted \$ _____
 Balance of \$ 6,385.00

- Due upon completion
- To be paid from closing proceeds or within 30 days whichever is first
- Other Invoiced. Service covers all 16 buildings (97 units) and the clubhouse.

Renewal Maintenance

Renewal Maintenance Fee \$ 5,000.00
 Renewal Frequency: Quarterly Annually
 Commencing on 4 / 2017

Method of Payment

- Autopay Credit Card Check Cash

A. Service Commitment — 1. Install Sentricon® Termite bait stations in the soil around the perimeter of the structures specified. 2. Monitor and inspect baited and unbaited stations according to the manufacturer's specifications. 3. Add Recruit termite bait to and remove it from stations as appropriate. 4. Provide station reports following every service visit. 5. Twelve (12) months from the date of initial installation, Northwest will provide for repairs of new termite damage as set forth in this agreement. The Full Damage Repair Guarantee is effective immediately upon installation on structures which have no past or present visible termite activity, new construction sites, and liquid customers currently under a Northwest Damage Repair Guarantee who upgrade to the Sentricon® System and qualify for repair under the general terms of this agreement on reverse side.

B. Ownership of System Components — All the components of the Sentricon® System are and will remain the structure of Dow Agro Sciences LLC. The purchaser has no rights to any of the components, other than the right to their use as installed. On the expiration or termination of this agreement, Northwest or its representatives are authorized by the Purchaser to retrieve from the premises the stations for proper disposition.

C. This warranty with the Sentricon System may be renewed provided that Northwest Exterminating has an opportunity to re-inspect the structure on a periodic basis and payment of the Renewal Maintenance Fee is made on or before the expiration of the guarantee period.

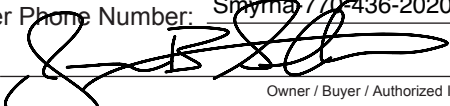
Removal of the bait or baiting system may result in a lack of termite protection.

Purchaser: Stonewall Condominium HOA Date: _____

Northwest Representative: Brannan Southerland Date: 04/018/16

Service Center Address: Smyrna-1740 Corn Rd, Smyrna, GA 30080

Service Center Phone Number: Smyrna 770-436-2020

Accepted By:  **President** Date: 4/18/2016
Owner / Buyer / Authorized Individual

Notice: You, the Purchaser, may cancel this transaction, in writing, any time prior to midnight on the third business day after the date of this transaction.

GENERAL TERMS AND CONDITIONS

1. **DAMAGE REPAIR COVERAGE.** Subject to the graph, specifications and the General Terms and Conditions listed below, Northwest Exterminating Co., Inc.—hereinafter referred to as Northwest—issues this Damage Repair Agreement which provides **repair for termite (Eastern Subterranean and Formosan only) damage up to \$1,000,000** provided that live termites must be discovered in these areas; otherwise the damage will be considered pre-existing under this Agreement (unless Northwest provided treatment during the original construction. This Damage Repair Agreement is issued with the following guidelines:
 - A. Said damage occurs within the confines of the foundation walls of the structure and adjacent areas, unless expressly identified, including, but not limited to: deck components and supports, steps, stringer, hot tubs, cross tie walls and planters, lattice-wood facades and retaining walls which are expressly excluded from the Damage Repair Guarantee. Such areas outside the foundation walls and adjacent to the structure will be covered for retreatment only.
 - B. It is Northwest's policy to recommend that the purchaser remove all synthetic stucco (E.I.F.S.) or other siding materials that are below the outside grade level, remove or insulate all wood / cellulose materials that are in direct contact with the ground, correct all conducive conditions that would allow target pest to survive above the soil, including aerial infestations, and repair all existing damage. If aerial infestation, or carton nest is suspected or found, homeowner will provide access for Northwest to perform localized treatment. Northwest shall have no responsibility for repairs of the structure when aerial infestations or carton nests exist.
 - C. No claim will be paid or reimbursement made to a customer until a) Northwest's management has had an opportunity to verify Subterranean Termite Damage before any alteration or destruction; and b) the damage is either repaired by an authorized Northwest representative and/or approved for repair by such representative or agent. Northwest reserves the right to make any repairs or replacement.
 - D. Northwest will take responsibility for damages made to wall coverings in area of occurrence only.
 - E. Damage Repair Coverage subject to Service Commitment Item A-5 on the front of this agreement.
 - F. In the event of termite damage to wall coverings (including, but not limited to, "wall paper" or other decorative items attached to a wall for purposes of decoration), Northwest will repair only those portions of the wall covering(s) that have incurred actual damage from termites.
 - G. This damage repair guarantee will be renewed by Northwest upon receiving payment of the Renewal Maintenance Fee on or before the Renewal Date specified on the reverse side of this agreement for the life of the agreement. **The renewal rate will remain fixed for the first 3 years of this agreement, thereafter Northwest reserves the right to increase. However, in no event shall the average increase, if any, be greater than 8% or more than the annual rate of inflation (as measured by the Consumer Price Index), whichever is greater.**
 - H. Repair of termite damage to wooden floors (i.e. "Hardwood Floors", whether solid or engineered wood) shall be limited to the individual pieces of flooring that have incurred actual damage from termites. Should such a repair be impractical (determined at the sole discretion of Northwest management), Northwest shall not pay more than \$1,500.00 of the cost to repair any portion(s) or area(s) of the flooring that has not incurred actual damage from termites.
2. **MOISTURE.** Moisture problems in treated area(s), including but not limited to interior areas, plumbing, roof, or exterior drainage issues may destroy the effectiveness of the termite treatment, thereby allowing ground or aerial infestation to exist after the date of the treatment. If such a condition exists, Homeowner must correct the cause of the moisture problem and notify Northwest of the condition so Northwest can provide additional treatment in the area(s) where the moisture problem has altered treatment and created a conducive environment for termite infestation. Northwest is not responsible for any termite damage and/or repairs that exist in area of moisture problem. Failure of the homeowner to correct moisture problem will cause this agreement to be null and void. Northwest reserves the right to charge for additional treatment.
3. **ADDITIONS AND ALTERATIONS.** This agreement covers the property described on the Inspection Graph as of the date of the initial treatment. In the event the premises are structurally modified, altered or otherwise changed or if soil is removed or added around the foundation, Purchaser will notify Northwest prior to such event and will purchase the additional treatment required by the changes incurred. If purchaser fails to notify Northwest of additions or alterations, Northwest will not be responsible for any damages that occur from the result of additions or alterations. Failure to notify Northwest of additions or alterations will also void this agreement. In the event of any such change, Northwest reserves the right to adjust the renewal maintenance fee. The failure of Northwest to notice any such changes during future inspections or treatments does not release the purchaser from the obligations set forth in this paragraph.
4. **REPAIR DEDUCTIBLE.** On any structural repair / replacement there is a \$250.00 deductible per fiscal year.
5. **TRANSFERABILITY.** **This warranty is transferable to subsequent owners, at no extra cost, only with the express written consent of Northwest, with an exchange of address, phone numbers and information necessary for maintaining proper termite control service. The Purchaser agrees that Northwest has the right to alter all or part of the Service Agreement, Renewal Maintenance Fee and General Terms and Conditions upon transfer to any subsequent owner of the structure.**
6. **TERMINATION.** The Terms of this agreement are noted on the first page of this agreement and will renew automatically unless they are modified by mutual consent or terminated by either party. Termination letters must be sent to Northwest Exterminating located at 830 Kennesaw Avenue, Marietta, GA 30060 by certified mail and must be post marked sixty (60) days prior to the renewal period. Failure to terminate prior to 60 days results in the full responsibility of renewal payment.
7. **PRE-EXISTING DAMAGE.** Northwest is not responsible for the repair of damage, neither visible nor hidden, existing as of the date of this Agreement.
8. **UNFORESEEN ACTS CLAUSE.** Northwest's liability shall be terminated should Northwest be prevented from fulfilling its responsibilities under the terms of this Agreement by reasons of acts of war, whether declared or undeclared, acts of God, or natural disasters.
9. **NON-PAYMENT DEFAULT.** Failure to pay Total Initial Costs as listed under the PAYMENT INFORMATION Section of this Agreement or failure to pay consecutive Renewal Maintenance Fees as specified in the RENEWAL MAINTENANCE Section will render this agreement and full warranty null and void. The Purchaser will pay all collection costs if payment is not received according to Service Agreement. A finance charge of 1.5% per month or 18% per year will be assessed on all past due amounts older than 30 days.
10. **CLAIMS, ACCESS TO PROPERTY.** Any claims arising out of or relating to this Agreement must be made to Northwest during the term of this Agreement. Purchaser must allow Northwest access to the described property for any purpose contemplated by this Agreement during reasonable business hours, including but not limited to reinspections and retreatments, whether the inspections were requested by the Purchaser or considered necessary by Northwest. Purchaser must also give Northwest access to any and all inaccessible areas within the described property if that inaccessible area is the source of a past or present termite infestation. The failure to allow Northwest such access will terminate this Agreement without further notice.
11. **RELEASE OF LIABILITY.** If the Purchaser contractually enters into another agreement with a company other than Northwest while described property is covered by this Agreement, the Agreement with Northwest will be terminated immediately and no further retreatments or damage repairs will be performed on described property and Northwest will be immediately released from all liabilities related to described property.
12. **CEASE TO USE PRODUCT.** If Northwest for whatever reason, ceased to use the Sentricon® System, Northwest will so notify the purchaser and offer an equal or greater protection.
13. **DISCLAIMER.** This Agreement provides for treatment and retreatment of termites. It does not apply nor is intended to be effective against any other pest including but not limited to drywood and damp wood termites, or any other wood destroying insects or organisms.
14. **INSURANCE.** The Georgia Structural Pest Control Act, and the South Carolina, North Carolina, Tennessee and Alabama Departments of Agriculture, require all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.
15. **PRODUCT SENSITIVITY CLAUSE.** Northwest applies all products according to manufacturer's specifications; however, if anyone (including pets) entering the premises is sensitive to product applied or product odors, Northwest shall have no liability for side effects caused by products or product.
16. **ARBITRATION.** The Purchaser and Northwest agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration pursuant to applicable rules of the American Arbitration Association ("AAA") at a location mutually agreed upon by Purchaser and Northwest. Judgment may be entered on the award in any court of competent jurisdiction.

Northwest and the Purchaser agree and understand that this contract, the graph, specifications, and the guarantee constitute the complete agreement between the two parties. With that said, this agreement may not be altered in any manner, whether verbally or by a representative of Northwest unless alterations are in writing and executed by a corporate officer of the company.