

875



Hulett's Commercial Pest Prevention Agreement

- Pest Prevention
 - Lawn Spraying & Fertilization
 - Termite Control
 - Mosquito Control
- www.bugs.com

"Pest Control's Finest"

Food Establishment Non-Food Establishment

Date of Inspection: 12/01/2011 Branch: Orlando

Same As Service Address Account #: 423511

South Pointe Condomiums

First Name _____ Last Name _____

3700 Woodgate Blvd
Service Address

Orlando, FL 32822
City State Zip Code

407-282-9250
Service Phone Business/Call Phone

First Name _____ Last Name _____

Billing Address _____

City State Zip Code _____

Billing Phone _____ Business/Call Phone _____

E-mail Address _____ Fax # _____

Type of Commercial Establishment: China

Contact Name: _____ Same _____ Contact Phone: _____

Map # _____ Unit # _____ Route # _____ Room # _____

SERVICE SPECIFICATIONS

- A. Pests Covered
 Ants, Roaches, Spiders, Silverfish, Wasps, Earwigs, (other) _____
- B. Intensive Initial Service
 Customized treatment to eliminate any existing pest problems inside the structure.
 Identify and corrects conditions conducive to pest infestation.
- C. Recurring Service
 Performed Monthly Exteriors Only on the outside of the structure to prevent potential pest problems.
 Creates a protective barrier around the property.
 If a pest problem occurs, Hulett will immediately schedule an additional service at no additional cost to you within 24 hours; Guaranteed!

SERVICE CHARGES:

	Sq. Ft.	
1. Intensive Initial Service Charge		\$ 1,332.00
2. Recurring Service Charge		\$ 1,332.00
3. Other Fees		\$ _____
4. Sales Tax		\$ _____
5. Total Annual Amount		\$ 15,984.00
6. Amount Paid with Agreement		\$ Billed Then

Special Instructions: 444 units. Treat exteriors only
16 Buildings, weekly service. Net 30 day payll
Rewrite for 2012

- # Rodent Stations _____ # Tin Cats _____ # Fly Lights _____
- Commercial Calculation Sheet
 Commercial Inspection/Data Sheet
 Confidential Sanitation & IPM Report

Payment Information:
 Cash Check # _____ AutoPay
 Credit Card: Visa Master Card Discover AMEX

Commercial Service Schedule

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec

Intensive Initial Service Schedule

	1st Trc	2nd Trc

[Signature] 12/2/2011
 Manager-Approval Date

[Signature] 12/1/2011
 Hulett Representative Date

[Signature] 12/1/2011
 Customer Authorized Agent Signature Date

Dear Customer:
 HULETT ENVIRONMENTAL SERVICES' business is based on excellent service, and we want you to be happy with us. Should you have a problem, we want to hear from you. Thank you

By signing above, you are acknowledging that you have read and agree to the terms and conditions listed on the front and on the reverse side of this agreement.
 White Copy - Office Yellow Copy - Customer

THE HULETT GUARANTEE

Your satisfaction is our top priority and we pledge to swiftly and effectively resolve any concerns you may have at **no additional charge.**

TERMS AND CONDITIONS

1. This agreement will be in effect for an original period of 12 months and will continue thereafter until terminated by either party with a 30-day written notice.
2. The customer agrees to make the premises available for service in order to maintain the effectiveness of Hulett Environmental Services' (HES) Commercial Pest Prevention program, and to accept such service.
3. The customer agrees to assist in correcting existing and potential conditions, such as sanitation and corrective construction measures, in order to prevent pest infestation. This includes, but is not limited to, keeping gutters and outside drains clean, cleaning debris from trash areas, repairing plumbing leaks, etc. Failure of the customer to take necessary steps to correct such conditions will relieve HES of its obligations under this agreement.
4. The customer agrees to notify HES, prior to technician rendering service, of any occupant of the premises to be treated who is allergic or sensitive to chemicals. If customer or any occupant is allergic or sensitive to dust, pollen, odors, etc., or suffers from respiratory illness, a physician should be consulted prior to any service being performed.
5. Customer expressly releases and waives all liability claims against HES for compensation, retreatments or repairs for past, present, or future insect or rodent damage to the structure or its contents, personal injury or damages arising from biting or stinging pests, or contact with any product used by HES at the service address.
6. This agreement does not include control or prevention of bed bugs, termites, and/or other wood-destroying organisms, nor does it include treatment for mold or mold-like conditions.
7. If customer elects rodent service, to include rats and/or mice as indicated in writing on the front of this agreement, treatment will be provided for sporadic infestations. If rodent service is necessary upon each visit to the service address. It is no longer considered sporadic but will instead require payment of additional fees for retreatment, exclusion, sanitation, and/or bait stations.
8. Customer is responsible for replacement of damaged Rodent Bait Stations or Tin Cats. The fee for replacement is \$25.00 per unit.
9. HES owns all equipment/bait stations to control and monitor insects and/or rodents unless otherwise noted on the front of this agreement.
10. If Customer fails to cancel service less than thirty (30) days prior to the next scheduled service, one month's regular service charge will be assessed.
11. In the case of default in payment by the customer, HES or its assignee may declare the entire balance to be immediately due and payable. HES is entitled to bring civil suit and claim damages, interest, attorney's fees, and costs for issues arising from this agreement; relating to collection of unpaid amounts. Customer agrees to pay interest on all amounts 30 days past due at the rate of one and one-half percent (1 1/2%) per month (18% per annum). Venue of any legal action involving this agreement shall be only in Palm Beach County, Florida.
12. Upon request, HES shall furnish to the customer a certificate of liability insurance coverage in effect.
13. Virtually all pesticides have some odor which may be present for a short time after application. Upon request, HES will provide information about the chemicals to be used in treating the premises.
14. HES reserves the right to adjust the service charge any time after the first year.

Thank you for choosing Hulett Environmental Services, Pest Control's Finest!

www.bugs.com

Altamonte Springs Aventura	(407) 854-2103 (305) 940-9312	Deland Deerfield Beach	(386) 754-0307 (407) 276-2110	Melbourne	(321) 726-9044	Royal Palm Beach	(561) 222-1100
Dunedin	(813) 391-1144	FL Cambridge	(854) 462-4221	Miami	(305) 240-0312	Sarasota	(941) 563-7630
Dunedin Springs	(352) 846-4925	FL Myrtle	(352) 478-0282	Miami Beach	(305) 652-3466	St. Augustine	(352) 322-1460
Daytona Beach	(386) 732-9480	FL Orange	(771) 464-4852	Orlando	(321) 822-1255	St. Petersburg	(727) 822-2224
Daytona Beach West	(386) 478-5280	FL Seminole	(772) 216-7772	Oviedo	(407) 841-4244	Tampa	(727) 260-7722
Deltona	(321) 445-0640	FL Volusia	(386) 920-9120	Orlando	(407) 877-0010	Tampa	(813) 253-5811
Deltona East	(321) 242-8958	Jupiter	(204) 254-4699	Palm Bay	(321) 724-2014	Tampa	(813) 253-1170
Deerfield Beach	(407) 850-3416	Kissimmee	(407) 748-6111	Palm Beach Gardens	(561) 826-3244	West Orange	(727) 569-0900
Deerfield Beach West	(407) 854-0965	Lakeland	(407) 847-0041	Palm Cove	(305) 440-8050	The Villages	(352) 750-2212
Dunedin	(813) 391-1144	Lakeland	(888) 682-1947	Palm Jumeir	(305) 946-0588	Wesley Chapel	(352) 750-7833
Daytona Beach	(386) 257-7827	Lakeland	(352) 757-2022	Punta Gorda	(772) 871-2241	Wesley	(854) 389-4763
	(407) 304-6712				(813) 252-6144	West Palm Beach	(561) 650-1171

Hulett Environmental Services, Inc. 2007

HES-CPC-001 04/07

SEE ATTACHED COPIES



HealthyHome

DRYWOOD TERMITE AGREEMENT

- Pest Prevention
- Lawn Spraying & Fertilization
- Termite Control
- Mosquito Control

"Pest Control's Finest" *100% termite and termiticide*
www.healthyhome.com

* Retreatment Only: 12/18 to 10/21

Date of Treatment: 08/30/2010 Branch: Orlando

Notice of Inspection and/or Treatment Affects:

Air Civil Man (Dog, Bird)
 Residential Commercial
Account #:

Same As Service Address

South Pointe Condominiums

First Name: _____ Last Name: _____
3700 Woodgate Blvd.

Service Address: _____
Orlando, FL 32822

City: _____ State: _____ Zip Code: _____
407-282-9252

Service Phone: _____ Business/Civil Phone: _____
South Pointe Condos

China Development Name: same

Contact Name: _____ Contact Phone: _____

First Name: _____ Last Name: _____
Billing Address: _____
City: _____ State: _____ Zip Code: _____
Billing Phone: _____ Business/Civil Phone: _____
E-mail Address: _____ Fax #: _____
Map #: _____ Grid #: _____ Route #: _____ Inset #: _____

Service Programs

Control Preventative

Type: Number of Structures: (16) buildings, (1) clubhouse

Lot #: 14, 220 Sq. Ft.: 128,000 Cu. Ft.: 1,158,000

Concrete Block Structure Wood Frame Brick Veneer
 Wood Frame Stucco with stucco below grade

Slab Type: Floating Mono
Crawl Type: Open Enclosed

Special Instructions: See Sub-paragraph for renewals

Non-Tent Termite Treatment 19,200 \$/1

The convenient and hassle-free way to eliminate drywood termites! This treatment includes a direct injection into termite galleries with an advanced non-repellant product. The termites then transfer the product throughout the colony. Common termite entry points are also treated as a preventative measure.

Tent Elimination Treatment

Huten has been tenting homes for over 35 years! This treatment involves the placement of a "tent" over the structure. Once sealed, the structure is then treated with the most advanced products available to eliminate the current infesting drywood termites.

SERVICE CHARGES:

Initial Treatment Charge	\$ 19,200.00
Other Fees:	\$ _____
Sales Tax	\$ _____
Total 1st Year Charge	\$ 19,200.00
Amount Paid with Agreement	\$ _____
Balance Due	\$ _____

Renewal Price Guaranteed for 4 years:

Annual Renewal Charge	\$ <u>SI</u>
Sales Tax	\$ _____
Total Annual Renewal Charge	\$ <u>SI</u>

Payment Information:

Cash Check # _____ AUTO PAY
 Visa Master Card Discover AMEX

4525 Vinoland Road #206 Orlando, FL 32811
Service Center Address

Marty Shuster/04876-15 _____ 08/30/2010
Huten Representative Date

Buyer's Right to Cancel: If this is a home inspection and Customer does not have the goods or services, Customer may cancel this Agreement by giving written notice of cancellation in writing before midnight of the third business day after the day Customer signed this Agreement.

Customer/Authorized Agent _____ Date _____

This Agreement contains limitations, conditions and exclusions that affect our obligation to retreat the structure(s). This Agreement is for retreatment only.

By initiaing, customer is acknowledging that the General Terms and Conditions listed above and on the reverse side hereof are part of this Service Agreement.

GENERAL TERMS AND CONDITIONS

- 1 **Limitations of Liability:** HES's liability shall be limited should HES be prevented from fulfilling its responsibilities under the terms of the Agreement by reason of acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, or failure by the customer to allow HES access to the premises for any purpose contemplated by the Agreement, especially and including re-inspecting, whether such re-inspection was requested by the customer or deemed necessary by HES. This Agreement shall be interpreted, regulated and adjudicated in accordance with applicable federal, state and local laws and regulations, as they exist at the time this Agreement was executed. Should any federal, state or local law or regulation change regarding HES's services or treatment, HES is authorized to take whatever steps are necessary to be in compliance with said laws. If HES cannot modify its services or treatment to comply with such a change in the law, then HES reserves the right to immediately terminate this Agreement.
 - a. It is understood and agreed between the parties that this Agreement, the attached Graph, Checklist and Specifications, and the final Service Agreement constitute the complete agreement between the parties and that any agreement may not be changed or altered in any manner, oral or otherwise, by any representation of HES, unless alteration or change be in writing and executed by a corporate officer of HES, under its corporate seal.
 - b. It is specifically understood and agreed that HES and the Buyer are bound only by the terms and conditions of the Agreement and not by any other representations, oral or otherwise.
- 2 **Renewals/Cancellation:** This Service Agreement will be in effect for a period of one (1) year from the date of initial treatment. Upon full payment of the initial treatment, the customer shall be automatically renewed each year (subject to prior express) unless cancelled in writing by either party with 30 days notice.
- 3 **Concealed Infestations:** Due to the natural habits of drywood termites, active infestation within structures may be concealed from view during normal service under the terms of this Agreement. Consequently, damage may occur to the structure(s) during the term of this Agreement. Customer acknowledges that this damage may occur and HES's obligation under this Agreement is limited to treating the structure for visible and accessible drywood termite infestations.
- 4 **Uncontrollable Acts:** HES's liability shall be limited should HES be prevented from fulfilling its responsibilities under the terms of this Agreement by reason of acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, or failure by the customer to allow HES access to the premises for any purpose contemplated by this Agreement, whether such re-inspection was requested by the customer or deemed necessary by HES.
- 5 **Notification of Sensitivity to Pesticides:** If Customer, or other occupants (including invitees and licensees) of the Structure(s) believe health may be sensitive to pesticides, such sensitivity. Customer and/or occupants assume the risk, and waive any claim against HES in conjunction with such sensitivity. Customer further agrees to inform a medical doctor regarding pest and hold harmless HES from any and all chemical sensitivity claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, brought by Customer and/or occupants (including invitees and licensees) to the property, if Customer fails to provide the above written notice.
- 6 **Damage Related to Services:** HES and its service crew are not responsible for damage caused by HES or its service crew to the property, if Customer fails to provide the above written notice. Circumstances or conditions shall HES be responsible for damage caused by HES or its service crew to the property, if Customer fails to provide the above written notice. Under no part of the Company. Furthermore, HES is not responsible for damage caused by HES or its service crew to the property, if Customer fails to provide the above written notice in value of the Structure(s) that may arise as a result of any treatment, are also included.
- 7 **Customer's Payment Obligation:** The obligation of HES under this Agreement is conditioned upon payment in full of the Agreement prior as set forth above and failure to pay the same in full shall cancel this Agreement in its entirety and discharge HES of any and all liability and any amount paid shall become the property of HES as liquidated damages hereunder unless the State of Florida Department of Agriculture and Consumer Services determines HES has failed to treat according to the applicable rules and HES or its manager may elect to declare the entire balance to be immediately due and payable together with all costs of collection, including reasonable attorney's fees and 1 1/2% interest per month.
- 8 **Retraction Rights:** During the effective period of this Service Agreement, HES will reinspect the premises at such time as HES may deem necessary, or annually upon customer's request only. The customer's failure to request inspection shall not affect the customer's rights under this Service Agreement.
- 9 **Customer's Notification of Secondary Agreements:** Customer warrants that this Agreement is the only Agreement currently in effect for the treatment of wood-damaging organisms on the Structure(s) and agrees that HES will not contract for similar treatment services with another company during the term of this Agreement without first contacting HES.

No-Tent/Tentite Treatment

- 1 **Limitation:** This Agreement provides the customer with treatment for drywood termites only. This Agreement does not provide the customer treatment of subterranean termites. This Agreement also does not provide for repairs of drywood damage or any other wood-damaging organisms, even if an infestation continues or a new infestation occurs. This treatment does not include tent fumigation.
- 2 **Treatment:** The Agreement pertains only to the concealed premises specified and described on the attached graph, or the property described on the front page which a part of the limited to areas in which HES either observes evidence of drywood termites or five drywood burrows. The treatment will
- 3 **Limited Treatment Area:** This treatment is a treatment of specified areas only and is not to be considered a treatment of the entire covered premises.
- 4 **Restrictions:** Subject to any applicable terms and conditions found within this Agreement, HES will retreat those areas of the Structure(s) containing an active infestation of drywood termites at no additional cost to customer. This Agreement is limited to retreatment only. Due to the habits of drywood termites, more than one retreatment may be required. This Agreement terminates 30 days after the last day of the month in which the retreatment payment is due, if not renewed and paid for by the customer according to the terms of this Agreement. In the event this Agreement is not renewed, HES has no further responsibility.
- 5 **Included Documents:** This Agreement is comprised of this document, including the terms and conditions as they appear on the front and reverse side, and the accompanying graph which are included by reference.

Tent Fumigation Treatment

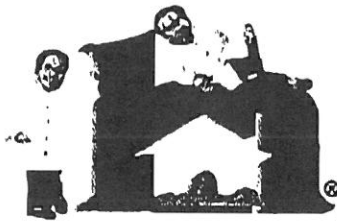
- 1 **Treatment:** HES will treat the structure(s) for drywood termites in accordance with the label for the fumigant utilized.
- 2 **Retreatment:** Following the initial fumigation treatment, HES will retreat those areas of the structure(s) containing an active infestation of drywood termites at no additional cost to customer. The method of retreatment will be left to the discretion of HES and may not include a fumigation treatment.
- 3 **Included Documents:** This Agreement is comprised of this document, including the general terms and conditions as they appear on the front and reverse side, the accompanying graph, and the CUSTOMER'S PREPARATION DUTIES FOR FUMIGATION & RELEASE FORM, which are included by reference.

Thank you for choosing Hudet Environmental Services, Pest Control's Finest!

www.bugs.com

Alabama Birmingham (205) 354-2103 Arizona Mesa (480) 565-4912 Arkansas Little Rock (501) 291-1144 California San Diego (619) 444-8200 Colorado Denver (303) 476-2200 Connecticut Hartford (860) 444-8200 Florida Orlando (407) 221-1144 Georgia Atlanta (404) 361-8900 Illinois Chicago (773) 507-4027 Indiana Indianapolis (317) 304-7212	Iowa Des Moines (515) 261-0200 Kansas Overland Park (913) 242-9119 Kentucky Louisville (502) 402-9221 Louisiana New Orleans (504) 479-3200 Maine Portland (603) 402-9221 Maryland Baltimore (410) 329-7202 Massachusetts Boston (617) 221-1144 Michigan Detroit (313) 221-1144 Minnesota Minneapolis (612) 221-1144 Mississippi Jackson (601) 221-1144 Missouri St. Louis (314) 766-0811 Montana Billings (406) 244-9533 Nebraska Omaha (402) 324-9533 Nevada Las Vegas (702) 324-9533 New Hampshire Concord (603) 221-1144 New Jersey Newark (973) 221-1144 New Mexico Albuquerque (505) 221-1144 New York New York (212) 221-1144 North Carolina Charlotte (704) 221-1144 North Dakota Bismarck (701) 221-1144 Ohio Columbus (614) 221-1144 Oklahoma Oklahoma City (405) 221-1144 Oregon Portland (503) 221-1144 Pennsylvania Philadelphia (215) 221-1144 Rhode Island Providence (401) 221-1144 South Carolina Columbia (803) 221-1144 South Dakota Sioux Falls (605) 221-1144 Tennessee Memphis (901) 221-1144 Texas Dallas (214) 221-1144 Utah Salt Lake City (801) 221-1144 Vermont Burlington (802) 221-1144 Virginia Fairfax (703) 221-1144 Washington Seattle (206) 221-1144 West Virginia Charleston (304) 221-1144 Wisconsin Milwaukee (414) 221-1144 Wyoming Cheyenne (307) 221-1144
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Hudet Environmental Services, Inc. © 2012 PEST CONTROL SERVICES



HULETT

environmental services

October 2, 2012

By now you may have heard that Hulett Environmental Services, your pest control company, has had its Central and Northern Florida locations acquired by Orkin, a wholly-owned subsidiary of Rollins Inc. Like Hulett, Orkin is a full service pest control company protecting homes and properties throughout the State of Florida and Nationwide.

Orkin has been dedicated to the pest control business since 1901, and it values both Hulett's employees and its customers. We want to assure you that you will still receive the same level of impeccable service you have received from Hulett in the past. The only difference will be the name of the company. Orkin is proud and excited to have you as a customer and looks forward to serving you with the same level of excellence in the future.

Hulett Environmental Services' South Florida locations will remain with the Hulett family and will not be part of this acquisition.

Welcome to the Orkin family! If you have any questions or concerns, please contact your local office for more information.

Respectfully yours,

Tim Hulett
President/CEO
Hulett Environmental Services

John Wilson
President
Orkin U.S.A.