

MASTER SERVICE AGREEMENT (RESIDENTIAL)

1. Services; Statements of Work.

- a. Company shall provide the services to Customer as described in more detail in each Statement of Work (the “Services”) in accordance with the terms and conditions of this Agreement.
- b. Each Statement of Work (which are hereby incorporated herein by reference), in substantially the form attached hereto as Exhibit A, shall include the following information, if applicable:
 - i. a description of the Services to be performed pursuant to the Statement of Work;
 - ii. the date upon which the contract term commences and the term of such Statement of Work;
 - iii. the location or “Service Address” and other customer information (each, a “Service Location”);
 - iv. the frequency of Service;
 - v. the fees to be paid to the Company under the Statement of Work, including applicable sales taxes and timing of payments (e.g. monthly or annually); and
 - vi. any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Statement of Work.

2. Term of Agreement. This Agreement shall continue for long as a Statement of Work is in effect. **Company reserves the right, after the first year, to increase the cost of Services in its sole and absolute discretion.**

3. Materials. Upon Customer's written or oral request, Company will provide Customer with a specimen label and material safety data sheet for each material used in the Service.

4. Customer Cooperation. Customer acknowledges that the results of the Services are dependent upon Customer's cooperation as to housekeeping, sanitation, maintenance, and accessibility of Service Locations. Customer agrees to cooperate with Company as necessary for Company to properly perform the Services. If, at the discretion of the Company, the Service Locations are unsuited for Services for reasons of housekeeping, sanitation, maintenance, or accessibility, Company reserves the right to reschedule a service until such a time as the Service Locations are suitable for the Services. By execution of this Agreement, the Customer hereby represents and warrants to the Company that the Service Locations are safe, secure and suitable for the Services. If the Customer or other occupants/individuals are or may be sensitive to pesticides/insecticides or their odors, Customer must notify Company in writing prior to Service. Company reserves the right, upon such notification, to deny or terminate service. If the technician arrives and is unable to enter the Service Location, or if the Service Location is not fully prepared for the Service, Customer is subject to a \$50 trip fee unless Customer has given the Company notice in accordance with this Section.

5. Rescheduling. Customer agrees to contact Company at least 48 hours prior to the scheduled time for each Service (by response to the Company's service confirmation) to reschedule if Customer will not be present to grant Company access to the inside of the Service Location. If

areas at the Service Location are not accessible at the time the service technician arrives, the Company may choose to Service any accessible areas of the Service Location, if applicable, and leave a record of service for the Customer. If the Company is unable to access any portion of the Premises at the scheduled time due to Customer's absence (or for any other reason), the Company may charge the full amount due for such treatment. If Customer requests, Company may choose, in its sole discretion, to service the other areas of the Service Location at an agreed upon time at no additional charge.

6. **Service Notifications.** Customer acknowledges that Company is permitted to provide text message updates to the Customer regarding the timing of service and arrival of service technicians described in the Statements of Work. By choosing to receive text message updates, Customer acknowledges that standard carrier message and data charges may apply for which Company is not responsible.

7. **Marketing.** By execution of this Agreement, the Company seeks your consent to contact you with certain non-emergency, automated, autodialed, prerecorded, or other marketing or promotional phone calls, e-mails or text messages under the Telephone Consumer Protection Act (“TCPA”) and other relevant regulations. By signing this form, you authorize the Company and its service providers to contact you using:

- a. The phone or mobile number listed below.
- b. An automatic telephone dialing system (“ATDS”) or artificial prerecorded voice.
- c. The e-mail address listed below.

Customer understands that: (i) it is not required to grant consent as a condition of buying any property, goods, or services, and (ii) it may revoke this consent at any time by contacting the Company at {{officePhone}} or {{officeEmail}}.

Message and data rates may apply. If Customer's contact information changes, Customer should inform the Company at {{officePhone}} or {{officeEmail}}.

8. **Monthly Payment Terms.** If Customer is set up on a monthly recurring payment agreement, Customer agrees to make monthly payments on the 28th of every month for a minimum term of one (1) year from the Effective Date. Payments will be automatically deducted from the credit card provided by the Customer. Should Customer choose to terminate this Agreement before the completion of the initial term, Customer shall be responsible for an early termination fee equal to 30% of the remaining contract value. The remaining contract value is based on the total monthly payments due for the entire initial term.

9. **Non-Payment / Late Payment.** In the event of a Customer's failure to make a timely payment in accordance with this Agreement, the Company shall have the following rights and remedies (which are cumulative and not exclusive of any rights and remedies which may be available at law or in equity):

- a. The Company may charge a “late fee” of 1.5% of the total monthly payment due.

b. The Company may accelerate all amounts due for the term under all Statements of Work and be entitled to cancel the Agreement and all active Statements of Work immediately.

c. The Company may terminate the Agreement immediately and send any outstanding balances due and owing to a collection's agency.

10. NOTICE OF LIMITATIONS TO COMPANY'S LIABILITY; DISCLAIMER OF WARRANTIES.

CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST THE COMPANY WITH RESPECT TO THE SERVICES CONTAINED HEREIN, AND ACKNOWLEDGES AND AGREES THAT THE COMPANY SHALL IN NO EVENT BE LIABLE TO THE CUSTOMER FOR ANY LOSSES, COSTS, LIABILITIES OR DAMAGES ARISING FROM THE COMPANY'S SERVICE OR CAUSED BY PESTS COVERED OR NOT COVERED BY THIS AGREEMENT AND AGREES TO HOLD COMPANY HARMLESS FROM ANY LIABILITY FOR DAMAGES TO PERSONS, PROPERTY, ANIMALS OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE ARISING FROM THE SERVICE OR CAUSED BY PESTS COVERED OR PESTS NOT COVERED BY THIS AGREEMENT. COMPANY MAKES NO REPRESENTATIONS HEREUNDER TO CUSTOMER AND HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT.

11. Indemnification. Customer shall defend, indemnify, and hold harmless the Company and its officers, directors, employees, agents, successors, and permitted assigns from and against all damages, costs, expenses and other losses (including reasonable attorney's fees) arising out of or resulting from: (a) bodily injury, harm to, or death of any person, or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of Customer; and (b) Customer's breach of any representation, warranty, or obligation of Customer in this Agreement.

12. Force Majeure. Company's obligation to perform services under this Agreement will be terminated if they are prevented from fulfilling their obligations under this Agreement due to delays in transportation, shortages of fuel and/or materials, strikes, fire, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or cause beyond their control. In no event and under no circumstance (unless expressly provided for herein), shall Customer be excused from its performance obligations hereunder.

13. Governing Law; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States (in which case the venue shall be the Southern District of Ohio) or the courts of the State of Ohio (in which case the venue shall be the state courts situated in the County of Licking), and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein (including any applicable Statement of Work) shall be effective service of process for any suit, action, or other proceeding brought in any such court. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY

RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES CONTEMPLATED HEREBY.

14. **Severability.** The invalidity or unenforceability of any terms of provisions contained in this Agreement, or any clause or portion thereof, shall in no way affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

15. **Entire Agreement.** This Agreement (including any Statements of Work in effect) constitutes the entire agreement between Customer and Company and no other representations, warranties, prior agreements, or statements will be binding upon the parties. This Agreement may not be assigned by Customer without the prior written consent of the Company. This Agreement may only be amended by a written instrument signed by Customer and Company.

Acceptance of Agreement:

By signing below, Customer acknowledges that he or she has read and understands the terms of this Agreement set forth above, including the Notice of Limitations to Company's Liability provisions contained in paragraph 10 and the dispute resolution provision contained in paragraph 13, and agrees to be legally bound by this Agreement.

Customer:

|*CUSTOMERSIGNATURE*|

{{customerName}}

Company:

Champion Pest & Termite Control, LLC:

Name: {{repName}}

{{dateSigned}}