MASTER SERVICES AGREEMENT (COMMERCIAL)

1. Services; Statements of Work

a. Company shall provide pest control and related services to Customer as described in one or more written statements of work (each, a **"Statement of Work"** and collectively, the **"Services"**) in accordance with the terms and conditions of this Agreement.

b. Each Statement of Work, which is hereby incorporated into this Agreement by reference and shall be substantially in the form attached as **Exhibit A**, shall include, if applicable:

i. a description of the Services to be performed;

ii. the date upon which the contract term commences and the term of such Statement of Work;

iii. the location(s) or service address(es) and other customer information, including number of units or areas to be serviced (each, a **"Service Location"**);

iv. the frequency of Services and number of visits;

v. the fees to be paid to Company, including applicable sales taxes and payment timing (monthly, annually, per visit, etc.);

vi. any other terms and conditions agreed upon by the parties with respect to such Services.

Customer acknowledges that it is responsible for identifying, in writing, the specific units or areas to be serviced prior to each service visit.

---

2. Term of Agreement

This Agreement shall remain in effect for so long as any Statement of Work is in effect. Company reserves the right, after the first year, to increase the cost of Services in its sole discretion upon notice to Customer.

---

3. Materials

Upon Customer's written or oral request, Company shall provide specimen labels and material safety data sheets for all materials used in the Services. Upon request, such materials may also be provided to Customer's tenants or occupants.

---

4. Customer and Tenant Cooperation

Customer acknowledges that the effectiveness of the Services depends upon Customer's and its tenants' cooperation regarding housekeeping, sanitation, maintenance, and accessibility of Service Locations. Customer agrees to cooperate and to cause its tenants to cooperate with Company as reasonably necessary to perform the Services.

If, in Company's discretion, a Service Location is unsuitable due to lack of preparation, sanitation, maintenance, or accessibility, Company may reschedule the service. Customer represents and warrants that all Service Locations are safe, secure, and suitable for the Services.

If Customer, its tenants, or occupants are or may be sensitive to pesticides or their odors, Customer must notify Company in writing prior to service. Company reserves the right to deny or terminate service upon such notice.

If Company is unable to access a Service Location due to lack of access or preparation, a $50 trip fee may apply unless proper notice is provided.

---

5. Rescheduling

Customer agrees to provide at least forty-eight (48) hours' notice prior to a scheduled service to reschedule. Customer is the sole point of contact and is responsible for coordinating access with its tenants.

If Company cannot access all or part of a Service Location at the scheduled time, Company may service accessible areas and charge the full service amount. Company may, at its discretion, reschedule remaining areas at no additional charge.

---

6. Service Notifications

Customer authorizes Company to provide service notifications and arrival updates via text message. Customer is responsible for notifying its tenants. Standard message and data rates may apply.

---

7. Marketing Communications

By executing this Agreement, Customer authorizes Company to contact Customer with non-emergency marketing or promotional communications via phone, email, or text message in compliance with applicable law. Consent is not a condition of purchasing services and may be revoked at any time by contacting Company.

8. Automatic Payment, Monthly Pay Terms & Non-Payment Provisions

a. Automatic Payment Authorization

By enrolling in recurring services and/or providing a payment method to Champion Pest & Termite Control, LLC ("Company"), Customer authorizes Company to automatically charge the credit card, debit card, ACH account, or other payment method provided ("Payment Method") for:

- Initial service fees
- Recurring service fees
- Monthly payment plan charges
- Renewal charges
- Applicable taxes
- Additional services authorized by Customer
- Past-due balances
- Late fees, administrative fees, and collection costs

Customer authorizes Company to securely store the Payment Method for future recurring transactions. Electronic acceptance of the Agreement constitutes written authorization for recurring electronic payments.

Charges will occur automatically without additional notice unless otherwise required by law.

b. Monthly Pay Customers

If Customer is enrolled in a monthly recurring payment agreement, the following terms apply:

- Customer agrees to make monthly payments on the 28th day of each month.
- The minimum term shall be one (1) year from the Effective Date of the Agreement.
- Payments will be automatically deducted from the credit card provided by Customer.
- Customer authorizes Company to process recurring monthly charges without additional approval for each transaction.

If Customer terminates this Agreement prior to completion of the initial one-year term, Customer shall be responsible for an early termination fee equal to 30% of the remaining contract value. "Remaining contract value" shall mean the total monthly payments due for the remainder of the initial one-year term. The early termination fee shall become immediately due and payable upon cancellation.

c. Failed, Late, or Non-Payment

In the event Customer fails to make timely payment in accordance with this Agreement, Company shall have the following cumulative rights and remedies (in addition to any rights available at law or equity):

i. Late Fees

Company may charge a late fee equal to 1.5% of the total monthly payment due for each month payment remains unpaid.

ii. Acceleration of Contract

Company may accelerate all amounts due for the remaining term under all active Statements of Work, making the entire unpaid balance immediately due and payable.

iii. Suspension or Cancellation

Company may suspend services and/or immediately cancel the Agreement and all active Statements of Work.

iv. Collections

Company may terminate the Agreement and refer any outstanding balances to a collections agency. Customer agrees to be responsible for all reasonable collection costs, including attorney's fees and court costs to the extent permitted by law.

d. Returned or Declined Payments

If a payment is declined or returned, the Company may reattempt the charge. Service may be suspended until payment is successfully processed. Customer may be responsible for returned payment fees or insufficient funds charges.

e. Billing Disputes & Chargebacks

Customer agrees to contact Company directly to resolve billing disputes before initiating a chargeback. Improper chargebacks may result in immediate service suspension and acceleration of all amounts due.

f. Price Adjustments

Recurring pricing may be adjusted upon renewal or with advance notice as permitted by law. Continued participation in services after notice constitutes acceptance of updated pricing.

---

9. Limitation of Liability; Disclaimer of Warranties

CUSTOMER WAIVES ALL CLAIMS AGAINST COMPANY ARISING FROM THE SERVICES. COMPANY SHALL NOT BE LIABLE TO CUSTOMER OR CUSTOMER'S TENANTS FOR ANY DAMAGES, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

---

10. Indemnification

Customer shall defend, indemnify, and hold harmless Company and its members, officers, employees, and agents from all claims, damages, losses, and expenses arising from:

(a) Customer's or its tenants' negligence or willful misconduct;

(b) breach of this Agreement;

(c) claims by Customer's tenants related to the Services.

---

11. Force Majeure

Company shall not be liable for failure to perform Services due to events beyond its reasonable control. Customer's payment obligations shall not be excused.

---

12. Governing Law; Waiver of Jury Trial

This Agreement shall be governed by the laws of the State of Ohio. Any action arising from this Agreement shall be brought exclusively in state or federal courts located in Licking County, Ohio. EACH PARTY WAIVES THE RIGHT TO A JURY TRIAL.

---

13. Severability

If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.

---

14. Entire Agreement

This Agreement and all Statements of Work constitute the entire agreement between the parties. Customer may not assign this Agreement without Company's written consent. Any amendment must be in writing and signed by both parties.