4888 Baumgartner Rd, Suite A St. Louis, MO 63129



(314)722-8080 PaskePestControl.com

RESIDENTIAL PEST CONTROL SERVICE AGREEMENT

| CU | JSTOMER | | PE | RSON TO BE CONTACTED | | SERVICE PHONE | | | | | |
|------------------------------|---|---|--|---|--------------|---|--|--|--|--|--|
| J | oshua Paske | | | | | 314-504-0968 | | | | | |
| SERVICE ADDRESS | | | | BILLING ADDRESS | | | | | | | |
| 6 | 214 Pathfinder Drive | | 6214 Pathfinder Drive CITY, ST, ZIP | | | | | | | | |
| CI | TY, ST, ZIP | | | | | | | | | | |
| S | St. Louis, MO 63129 | | St. Louis, MO 63129 | | | | | | | | |
| НС | OME PHONE | WORK PHONE | TY | PE OF PROPERTY TO BE SERVICE | D | | | | | | |
| | | | | RESIDENTIAL | | | | | | | |
| MC | OBILE PHONE | DATE SERVICE BEGINS | SE | RVICE FREQUENCY | | | | | | | |
| 314-504-0968 August 31, 2023 | | | | ☐ QUARTERLY ☐ BI-MONTHLY | | MONTHLY | | | | | |
| dat 30 | te for an additional twelve day written notice to <u>custo</u> | al period of twelve (12) montl (12) month period at the curr mercare@paskes.com prior to N/ TREATMENT FOR INTERIOR P | ent o th | service rate. Purchaser ma ne anniversary renewal date | y ca . Se | ncel this Agreement with e Terms and Conditions. | | | | | |
| Be | eetles), Pill Bugs (Roly Poly), | des, Crickets, Earwigs, Millipede Scorpions, Silverfish, Spider (e accessible with a 24' extensior | excl | uding Brown Recluse), Wasp | | | | | | | |
| Mo Mi | osquitos, Stink Bugs, Biting Mic | l/ TREATMENT (INCLUDES THE FC dges, Japanese Beetles, Cluster Fl s, Yellow Jackets (Ground nests (and Fleas, Ticks. | lies, | Japanese Lady Beetles, Boxeld | er B | ugs, Springtails, Clover | | | | | |
| | | ies are reduction services only or some interior/ structure service | | to habitat and species type wh | ere | elimination is not possible, | | | | | |
| | DDENT CONTROL - INSPECTION AND ADDRESS - INSPECTION AND ADDRESS - INSPECTION 2 Roden | ON/ TREATMENT (INCLUDES THE t Control for details. | FO | LLOWING SPECIES) must be wit | :hin | 5' of home/ structure. Mice | | | | | |
| Ch | nipmunks and Voles (Includes s | et up only). See Section 2 Rode | ent | Control for details. | | | | | | | |
| | | FION/ TREATMENT (INCLUDES Tition 3. – Termite Bait Stations for | | | e wi | thin 5' of home/ structure. | | | | | |
| | | - INSPECTION/ TREATMENT (INC n 5 Brown Recluse for details | LUC | PES THE FOLLOWING SPECIES) | wit | nin home/ structure. Brown | | | | | |
| | | COVERAG | ЕΟ | PTIONS | | | | | | | |
| | <u>PACKAGE</u> | COVERAGE | | MONTHLY CHARGE | | INITIAL FEE | | | | | |
| | | Includes: BASIC COVERAGE. | 1 | \$43 - 1-2,499 sqft \$47 - 2,500 - 3,499 sqft \$51 - 3,500 - 4,499 sqft | | SERVICE RENEWAL (NO INITIAL) | | | | | |
| | COMPLETE HOME BASIC PACKAGE | 4 perimeter services per year. Interior service and | | 1 | | \$149 INITIAL FEE 1 - 5,499 sqft | | | | | |
| | | retreatments included as necessary. | | \$63 - 6,500 - 7,499 sqft \$67 - 7,500 - 8,499 sqft \$71 - 8,500 - 9,499 sqft \$75 - 9,500 - 10,499 sqft | | \$249 INITIAL FEE 5,500 - 10,499 sqft | | | | | |
| | COMPLETE HOME PLUS PACKAGE | Includes: BASIC COVERAGE plus POWER SPRAY ("OUTDOOR PESTS"). | | \$76 - 1-2,499 sqft \$80 - 2,500 - 3,499 sqft \$84 - 3,500 - 4,499 sqft | 7 | SERVICE RENEWAL (NO INITIAL) | | | | | |

| COMPLETE HOME BRONZE PACKAGE | 4 perimeter services per year and 6 monthly power sprays* (April-September). Interior service and retreatments included as necessary. *Up to .25-acre yard. Includes: BASIC PACKAGE plus RODENT CONTROL. 4 perimeter services per year. Interior service and retreatments included as necessary. | \$100 - 7,500 - 8,499 sqft \$103 - 8,500 - 9,499 sqft \$107 - 9,500 - 10,499 sqft \$67 - 1-2,499 sqft \$71 - 2,500 - 3,499 sqft \$75 - 3,500 - 4,499 sqft \$79 - 4,500 - 5,499 sqft \$83 - 5,500 - 6,499 sqft \$87 - 6,500 - 7,499 sqft \$91 - 7,500 - 8,499 sqft \$95 - 8,500 - 9,499 sqft | \$149 INITIAL FEE 1 - 5,499 sqft \$249 INITIAL FEE 5,500 - 10,499 sqft SERVICE RENEWAL (NO INITIAL) \$399 INITIAL FEE 1 - 4,499 sqft \$449 INITIAL FEE 4,500 - 8,499 sqft \$499 INITIAL FEE 8,500 - 10,499 sqft |
|-----------------------------------|--|---|--|
| COMPLETE HOME SILVER PACKAGE | Includes: BRONZE PACKAGE plus POWER SPRAY ("OUTDOOR PESTS"). 6 bi-monthly perimeter services per year and 6 monthly power sprays* (April-September). Interior service and retreatments included as necessary. *Up to .25-acre yard. | \$99 - 9,500 - 10,499 sqft \$100 - 1-2,499 sqft \$104 - 2,500 - 3,499 sqft \$108 - 3,500 - 4,499 sqft \$112 - 4,500 - 5,499 sqft \$116 - 5,500 - 6,499 sqft \$120 - 6,500 - 7,499 sqft \$124 - 7,500 - 8,499 sqft \$128 - 8,500 - 9,499 sqft \$132 - 9,500 - 10,499 sqft | SERVICE RENEWAL (NO INITIAL) \$399 INITIAL FEE 1 - 4,499 sqft \$449 INITIAL FEE 4,500 - 8,499 sqft \$499 INITIAL FEE 8,500 - 10,499 sqft |
| COMPLETE HOME GOLD PACKAGE | Includes: BRONZE PACKAGE plus BROWN RECLUSE COVERAGE.* 6 bi-monthly perimeter services per year. Interior service and retreatments included as necessary. *1 attic entrance is included w/ initial price (\$49 per additional attic entrance). | \$113 - 1-2,499 sqft \$117 - 2,500 - 3,499 sqft \$121 - 3,500 - 4,499 sqft \$125 - 4,500 - 5,499 sqft \$129 - 5,500 - 6,499 sqft \$133 - 6,500 - 7,499 sqft \$137 - 7,500 - 8,499 sqft \$141 - 8,500 - 9,499 sqft \$145 - 9,500 - 10,499 sqft | SERVICE RENEWAL (NO INITIAL) \$399 INITIAL FEE 1 - 4,499 sqft \$449 INITIAL FEE 4,500 - 8,499 sqft \$499 INITIAL FEE 8,500 - 10,499 sqft |
| COMPLETE HOME PLATINUM PACKAGE | Includes: SILVER PACKAGE plus BROWN RECLUSE COVERAGE plus MOLE CONTROL plus NUISANCE WILDLIFE CONTROL* (Up to 2 story home with single entry point (Squirrel and Raccoon ONLY) Ground trapping not included. *1 attic entrance is included w/ initial price (\$49 per additional attic entrance). | \$167 - 1-2,499 sqft \$171 - 2,500 - 3,499 sqft \$175 - 3,500 - 4,499 sqft \$179 - 4,500 - 5,499 sqft \$183 - 5,500 - 6,499 sqft \$187 - 6,500 - 7,499 sqft \$191 - 7,500 - 8,499 sqft \$195 - 8,500 - 9,499 sqft \$199 - 9,500 - 10,499 sqft | SERVICE RENEWAL (NO INITIAL) \$399 INITIAL FEE 1 - 4,499 sqft \$449 INITIAL FEE 4,500 - 8,499 sqft \$499 INITIAL FEE 8,500 - 10,499 sqft |

| | 6 bi-monthly perimeter services per year and 6 monthly power sprays* (April–September). Interior service and retreatments included as necessary. *Up to .25-acre yard. Includes: BASIC COVERAGE | | | |
|-----------------------------------|---|---|--|--|
| COMPLETE HOME LAKE PACKAGE | plus POWER SPRAY ("OUTDOOR PESTS"). 4 perimeter services per year and 9 monthly power sprays* (March - November). Interior service and re-treatments included as necessary. *Up to .25-acre yard. * Includes up to 2 Slips | | \$103 - 1-2,499 sqft \$105 - 2,500 - 3,499 sqft \$107 - 3,500 -4,499 sqft \$109 - 4,500 - 5,499 sqft \$111 - 5,500 - 6,499 sqft \$113 - 6,500 - 7,499 sqft \$115 - 7,500 - 8,499 sqft \$117 - 8,500 - 9,499 sqft \$119 - 9,500 - 10,499 sqft | SERVICE RENEWAL (NO INITIAL) \$149 INITIAL FEE 1 - 5,499 sqft \$249 INITIAL FEE 5,500 - 10,499 sqft |
| RODENT CONTROL (ONLY) | Includes: Rodent Monitoring | I | \$28 - 1-4,499 sqft \$33 - 4,500 - 8,499 sqft \$38 - 8,500 - 10,499 sqft | SERVICE RENEWAL (NO INITIAL) \$399 INITIAL FEE 1 - 4,499 sqft \$449 INITIAL FEE 4,500 - 8,499 sqft \$499 INITIAL FEE 8,500 - 10,499 sqft |
| TERMITE BAIT SYSTEM w/ PACKAGE | Includes: Termite Monitoring *Up to 2,000 sqft footprint (20 TBS) | | \$25 PER MONTH Up to 20 TBS \$37.50 PER MONTH Up to 30 TBS \$50 PER MONTH Up to 40 TBS \$62.50 PER MONTH Up to 50 TBS \$75 PER MONTH Up to 60 TBS | SERVICE RENEWAL (NO INITIAL) \$299 INITIAL FEE Up to 20 TBS \$599 INITIAL FEE Up to 30 TBS \$899 INITIAL FEE Up to 40 TBS |
| TERMITE BAIT SYSTEM (ONLY) | Includes: Termite Monitoring *Up to 2,000 sqft footprint (20 TBS) | | \$25 PER MONTH Up to 20 TBS \$250 PER YEAR *Paid up front \$459.98 FOR 2 YEARS *Paid up front \$37.50 PER MONTH Up to 30 TBS \$400 PER YEAR *Paid up front \$739.98 FOR 2 YEARS *Paid up front \$50 PER MONTH Up to 40 TBS | SERVICE RENEWAL (NO INITIAL) \$499.99 INITIAL FEE Up to 20 TBS \$699.99 INITIAL FEE Up to 30 TBS \$899.99 INITIAL FEE Up to 40 TBS \$1,099.99 INITIAL FEE Up to 50 TBS \$1,299.99 INITIAL FEE Up to 60 TBS |

| | | | | \$550 PER YEAR *Paid up front | | |
|-----------------|-------------------------------------|--|----------|------------------------------------|---|--|
| | | | | *Paid up front | | |
| | | | | | | |
| | | İ | | \$1,039.98 FOR 2 YEARS | | |
| | | | | *Paid up front | | |
| | | | | \$62.50 PER MONTH | | |
| | | | _ | Up to 50 TBS | | |
| | | | | \$700 PER YEAR | | |
| | | | | *Paid up front | | |
| | | | | \$1,339.98 FOR 2 YEARS | | |
| | | | | *Paid up front | | |
| | | | | \$75 PER MONTH | | |
| | | | | Up to 60 TBS | | |
| | | | | \$850 PER YEAR | | |
| | | | | *Paid up front | | |
| | | | | \$1,639.98 FOR 2 YEARS | | |
| | | | ╚ | *Paid up front | | |
| _ | | | | *Paid up front | _ | |
| | | Includes: Brown Recluse Service ^{1, 2} | | | | |
| - 11 | BROWN RECLUSE CONTROL w/ PACKAGE | ¹ 1 attic entrance is included w/ initial price (\$49 per additional attic entrance). | | \$54 PER MONTH | | \$299 INITIAL FEE |
| | | ² Up to 3,000 sqft home. | | | | |
| | | | | \$42.99 PER MONTH | | SERVICE RENEWAL |
| | | Includes: POWER SPRAY ("OUTDOOR PESTS"). 6 monthly power sprays* (April - September). | | *Up to .25-acre yard. (1 | | (NO INITIAL) |
| _ _D | POWER SPRAY BASIC | | | Tank). | | \$49.99 INITIAL FEE |
| - | | | | \$74.99 PER MONTH | | *Up to .25-acre yard. |
| | | | | *Up to .50-acre yard. (2 Tank). | | \$99.99 INITIAL FEE *Up to .50-acre yard. |
| | | | | \$59.99 PER MONTH | | SERVICE RENEWAL |
| | | Includes: POWER SPRAY | | *Up to .25-acre yard. (1 | | (NO INITIAL) |
| _ _ | 2011/50 600 41/ 000 | ("OUTDOOR PESTS"). | | Tank). \$104.99 PER MONTH | | \$49.99 INITIAL FEE |
| - P | POWER SPRAY PRO | 9 monthly power sprays* | | | | *Up to .25-acre yard. |
| | | (March – November). | | *Up to .50-acre yard. (2 | | \$99.99 INITIAL FEE |
| | | , | | Tank). | | *Up to .50-acre yard. |
| + | | | \vdash | · | + | CEDVICE DENIEVAVA |
| | | | | \$69.99 PER MONTH | | SERVICE RENEWAL (NO INITIAL) |
| | | Includes: POWER SPRAY | | *Up to .25-acre yard. (1 | | |
| _ _P | POWER SPRAY PLATINUM | ("OUTDOOR PESTS"). | | Tank). | | \$49.99 INITIAL FEE *Up to .25-acre yard. |
| _ | | 12 monthly power sprays* | | \$119.99 PER MONTH | _ | · · |
| | | (January – December). | | *Up to .50-acre yard. (2 Tank). | | \$99.99 INITIAL FEE *Up to .50-acre yard. |

| | | | | S | ERVICE FR | EQUENCY | | | | | | |
|--|----------|----------|------------|----------|-----------|----------|---------------------|-------|-----|----------|----------|----------|
| CHECK ONE | Jan | Feb | Mar | Apr | May | June | July | Aug | Sep | Oct | Nov | Dec |
| INTERIOR ☐ AS NEEDED | | | | | | | | | | | | |
| EXTERIOR | | | | | | | | | | | | |
| ☐ POWER SPRAY w/ PACKAGE | \$69.99 | \$69.99 | \$69.99 | | | | | | | \$69.99 | \$69.99 | \$69.99 |
| POWER SPRAY BASIC *Up to .25-acre yard. | \$84.99 | \$84.99 | \$84.99 | | | | | | | \$84.99 | \$84.99 | \$84.99 |
| POWER SPRAY BASIC *Up to .50-acre yard. | \$149.99 | \$149.99 | \$149.99 | | | | | | | \$149.99 | \$149.99 | \$149.99 |
| POWER SPRAY PRO *Up to .25-acre yard. | \$79.99 | \$79.99 | | | | | | | | | | \$79.99 |
| POWER SPRAY PRO *Up to .50-acre yard | \$139.99 | \$139.99 |) | | | | | | | | | \$139.99 |
| POWER SPRAY PLATINUM *Up to .25-acre yard (1 Tank) | | | | | | | | | | | | |
| POWER SPRAY PLATINUM *Up to .50-acre yard (2 Tank) | | | | | | | | | | | | |
| PAYMENT METHO | DS | ☐ CRE | DIT CARD | | □с | COF | | | | | | |
| MONTHLY SERVICE (| CHARGE: | | NAME AS AI | PPEARS C | ON CARD: | | ı | | TYI | PE: | | |
| \$ Joshua Paske | | | | | | | ☐ MASTERCARD ☐ VISA | | | | | |
| | | | | | | | ☐ DISCOVER ☐ AMEX | | | | | |
| CREDIT/ DEBIT CARE | NUMBER | l: [| EXPIRATIO | N DATE: | | CV | CVC #: | | | | | |
| **********5697 | | 6 | 5 / 25 | | | | | | | | | |
| | | | TERMS a | nd CON | DITIONS | of SFRVI | CF AGRE | FMFNT | | | | |

This "Terms and Conditions of Service Agreement" has been created so that both parties, the purchaser of said service, and the provider of said service, know what to expect as this service is being provided. The purchaser hires Paske Pest Control & Wildlife Solutions to perform its professional services, in an effort to resolve or control insect levels in your home. Paske Pest Control & Wildlife Solutions accepts the job and will provide its service with a set of requirements, that are key to its success.

1. PEST CONTROL SERVICE PLAN: Paske Pest Control & Wildlife Solutions shall control for and mitigate against infestations of covered pests set forth on Page 1 and 2 of this Agreement located inside the home and within 5' around the structures at the service address listed on Page 1 through delivery of regular pest control service. For an additional charge, Paske Pest Control & Wildlife Solutions shall control for and mitigate against infestations of additional pests by selecting additional packages or services for pests designated by the purchaser on Page 1 and 2 of this Agreement located inside the home and within 5' around the structures at the service address listed on Page 1 through delivery of regular pest control service. All services shall be performed in accordance with procedures recognized in the pest control industry and scientific community as effective against target pests.

THIS AGREEMENT DOES NOT COVER AND PASKE PEST CONTROL & WILDLIFE SOLUTIONS SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, TO REPAIR ANY DAMAGE TO THE STRUCTURES ON THE PREMISES OR THE CONTENTS THEREIN CAUSED BY ANY PESTS OR TO COMPENSATE PURCHASER FOR ANY SUCH DAMAGE.

- a. INITIAL SERVICE VISIT/ SERVICE VISIT 1 (SV1); SUBSEQUENT SERVICE VISITS (SV2-SV6): On the Initial Service Visit and SV1, Paske Pest Control & Wildlife Solutions will attempt to apply pesticides both to the interior of the structures and the exterior perimeter of the structures on the premises (the "Initial Treatment"). During Subsequent treatments (SV2-SV6), Paske Pest Control & Wildlife Solutions will apply pesticides only to the exterior perimeter of the structures on the premises during the Initial Term and any Renewal Term. Paske Pest Control & Wildlife Solutions may utilize other pest control methods including use of trapping devices as determined by Paske Pest Control & Wildlife Solutions at its sole discretion.
- **b. EXCLUDED PESTS:** Paske Pest Control & Wildlife Solutions shall have no obligation to control for or mitigate against any pests not specified as a BASIC Pest or COVERED Pest, unless otherwise agreed to in writing by Paske Pest Control & Wildlife Solutions.

- c. INTERIM SERVICE VISITS: Subject to the limitations in Section 7 Purchaser Cooperation, Paske Pest Control & Wildlife Solutions shall, upon the request of purchaser, in consideration for the fees paid by purchaser and at no additional costs to purchaser, provide continuous pest control service throughout the Initial Term and any Renewal Term(s) and shall make a service visit to reapply pesticides to the interior and/or exterior of the structures on the premises as is reasonably necessary to control for and mitigate against acute infestations of BASIC Pests and/or COVERED Pests listed on Page 1 and 2, as the case may be, which occur between the regularly scheduled service.
- 2. RODENT CONTROL: If the customer's service includes rodent control along with general pest control with Paske Pest Control & Wildlife Solutions, after initial set-up and 30-day follow-up (SV1), rodent service will be completed according to the service frequency listed on Page 1 of this Agreement. All rodent baiting stations (RBS) placed around perimeter of the structures and rodent trapping units (RTU) in garage or interior of home or building are the sole property of Paske Pest Control & Wildlife Solutions and are leased to the customer for the duration of the rodent control service. Customer agrees to be financially responsible for all damaged, lost or stolen RTUs and/or RBSs. Upon cancellation and/or termination of service either by customer or Paske Pest Control & Wildlife Solutions, customer must allow access to the property for Paske Pest Control & Wildlife Solutions to collect the RTUs and RBSs. If access to the property is denied or replacement of RTUs or RBSs is required RTUs will be charged at \$15 each and RBSs will be charged at \$25 each. All stations are barcode scanned, GPS tracked, and usage tracked. If during any service call a station is rated at a consumption rate of "5" customer will be notified and an additional 30-day off cycle follow-up service visit will be scheduled. An additional service charge of \$69.99 will apply for the additional service call.

Upon beginning vole service, technicians shall place up to 4 RBS in areas as determined on site by technicians. This initial set-up visit and inspection is at no additional cost to customers enrolled in Rodent Service. Vole service visits are performed every 4 weeks and concludes when no activity is found over the course of two service visits (at the discretion of the technician). Vole control service is charged at a rate of \$69.99 per visit and is in addition to the monthly cost of your Service Agreement. Once service is concluded, the RBS and any additional materials placed on site for the service shall be retrieved.

Upon beginning chipmunk service, technicians shall place up to 4 RBS in areas as determined on site by technicians. This initial setup visit and inspection is at no additional cost to customers enrolled in Rodent Service. Chipmunk service visits are performed every 2 weeks and concludes when no activity is found over the course of two service visits (at the discretion of the technician). Chipmunk control service is charged at a rate of \$69.99 per visit and is in addition to the monthly cost of your Service Agreement. Once service is concluded, the RBS and any additional materials placed on site for the service shall be retrieved.

- **3. TERMITE BAIT STATIONS:** If the customer's service includes a termite bait system (TBS) along with general pest control with Paske Pest Control & Wildlife Solutions, after initial set-up and 30-day follow-up (SV1), termite service will be completed according to the service frequency listed on Page 1 of this Agreement. All TBS placed at the service address listed above by Paske Pest Control & Wildlife Solutions are the sole property of Paske Pest Control & Wildlife Solutions and are leased to the customer for the duration of the termite control service. Customer agrees to be financially responsible for all damaged, lost, or stolen TBS. Upon cancellation and/or termination of service either by customer or Paske Pest Control & Wildlife Solutions, customer must allow access to property for Paske Pest Control & Wildlife Solutions to collect the termite bait stations. If access to the property is denied or replacement of retrieved TBS is required, TBS will be charged at a rate of \$62.50 each. All stations are barcode scanned, GPS tracked, and usage tracked. If during any service call a station is rated with termite activity, the customer will be notified and an additional 30-day off cycle follow-up service visit will be scheduled at no charge. It is the customers responsibility to always keep the TBS accessible. If a TBS is unable to be located at the time of service, a termite location service will be scheduled at the rate of \$62.50 (minimum service charge) and will include the installation of up to one TBS. Additional TBS as required will be charged at the rate of \$25 each.
- **4. POWER SPRAY (OUTDOOR PESTS):** If the customer's service includes power spray service for outdoor pests included power spray services will be performed in accordance with the service frequency listed on Page 1 of this Agreement. Power spray service will continue beyond the included service frequency at an additional charge unless canceled by the customer in writing to customercare@paskes.com. The additional services amount is listed on Page 1 of this Agreement under the power spray section within the service frequency section. Customer understands this program is designed to help reduce the covered pest(s) population by servicing areas around the property in which the covered pest(s) rest and breed. Paske Pest Control & Wildlife Solutions does not guarantee that the covered pest(s) will not be found on your property during the service period of the Agreement. When applicable the customer has been advised of the conditions conducive to mosquito breeding and must follow the Customer's Responsibility and Obligations which were provided separately.
- **5. BROWN RECLUSE:** If the customer's service includes Brown Recluse Service, Paske Pest Control & Wildlife Solutions will treat appropriate areas which are both accessible and able to safely be treated by our personnel. In addition, the interior and exterior spaces of the covered structure(s) at the above listed service address will be treated for general pest control, as well as the placement of glue board used to trap the target Brown Recluse spiders in order to monitor activity present within the structure(s). This initial set-up visit and inspection is included in the initial cost to customers enrolled in Brown Recluse Service. Brown Recluse service visits shall include treatment of interior spaces as needed, as well as removal and replacement of glue board monitors that exhibit activity. Brown Recluse service visits are performed monthly and conclude when no activity is found over the course of two service visits (at the discretion of the technician), after which the customer's service will revert to bi-monthly or quarterly service, as determined by the Coverage in the selected Package.

- **6. ACCESS TO PROPERTY:** Purchaser must allow Paske Pest Control & Wildlife Solutions access to the structures for any purpose contemplated by this Agreement, including but not limited to reinspection's, whether the inspections were requested by the purchaser or considered necessary by Paske Pest Control & Wildlife Solutions. The failure to allow Paske Pest Control & Wildlife Solutions such access will terminate this Agreement without further notice.
- **7. PURCHASER COOPERATION:** Purchaser's cooperation as to housekeeping, sanitation, maintenance, and accessibility of areas to be serviced (to include perimeter leaf and debris removal) are important to ensure the most effective results from Services. Whenever conditions are conducive to the breeding and harborage of pests covered by this Service Agreement are reported in writing by Paske Pest Control & Wildlife Solutions to the purchaser, and are not corrected by purchaser, Paske Pest Control & Wildlife Solutions cannot ensure effective Services. If purchaser fails to correct the conditions noted by Paske Pest Control & Wildlife Solutions within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatment in areas of such conditions that are not corrected as required shall be paid for by the purchaser at an additional charge.
- **8. SERVICE:** The normal maintenance charge per this Agreement will apply for all no shows. If the property interior and/or exterior is unavailable to our techs, or if service is cancelled within 24 business hours of the scheduled service. All attempts will be made to treat the exterior only.
- **9. INITIAL TERM; RENEWAL:** The term of this Agreement shall be a period of one (1) year beginning on the date executed (the "Initial Term"). During the Initial Term, in consideration for the fees paid by purchaser, Paske Pest Control & Wildlife Solutions will provide an Initial Treatment (as defined in section 1-4 if service is selected under the Coverage Options Section on Page 1), Subsequent Service Visits as defined by service frequency and Interim Service Visits, provided upon request of purchaser and as necessary throughout the Initial Term, subject to the limitations, terms and conditions of this Agreement. Thereafter, this Agreement shall automatically renew for an additional one (1) year period (each "Renewal Term") unless earlier terminated in accordance with this Agreement. During each Renewal Term, in consideration for the fees provided by purchaser, Paske Pest Control & Wildlife Solutions shall provide the appropriate Service Visits and Interim Service Visits, provided upon the request of purchaser and as necessary throughout the Renewal Term, subject to the limitations, terms and conditions of this Agreement. If purchaser wishes to cancel service before term renewal, said purchaser is liable for the amount of the remaining treatments fees within the term period.
- **10. FEES:** Purchaser shall pay the fees for the Initial Service Visit and subsequent scheduled Service Visits for the Initial Term and any Renewal Term(s) in accordance with the payment terms set forth above based upon the Payment method selected by purchaser. Purchaser must maintain a valid credit card or debit card on file for the duration of this Agreement. The purchaser agrees to update their credit card or debit card on file within 5 business days of expiration or cancelation of credit or debit card for any reason. If the purchaser cancels the Agreement during any service term the purchaser is still obligated for the remaining service amount per the service Agreement or a \$250 cancelation fee whichever is greater. Also, Paske Pest Control & Wildlife Solutions reserves the right to add a gas surcharge when fuel prices exceed \$3 per gallon. If the purchaser requests a service call and it is determined to be a species which is not covered under the current service plan, additional service charges will be incurred. If no services are performed, a \$150 trip fee will be incurred. Paske Pest Control and Wildlife Solutions reserves the right to increase fees during the course of this Agreement as market costs change.
- 11. CANCELLATION OF SCHEDULED SERVICE: Life Happens! We get that, and occasionally, you're going to miss an appointment because something came up. Our policy for these types of events is to treat the exterior only for these types of mishaps (fees will be charged in accordance with the agreed upon service fee structure of this Agreement). Cancellation of your appointment within a 24-business hour period before a scheduled service will result in a charge in accordance with the agreed upon service fee structure of this Agreement. Why would we charge this fee? Setting schedules for customers is a great challenge. Once your appointment is scheduled, and agreed upon, canceling your service within 24 hours does not provide us with adequate time to schedule another customer, ultimately losing the revenue that would have been generated. Paying technicians for this time, while no work is being generated, costs the company time and money. Please be mindful of this and call us well in advance if you need to cancel your appointment. Thank you for your understanding.
- **12. LIMITATION OF LIABILITY, LIMITED WARRANTY:** EXCEPT AS OTHERWISE PROHIBITED BY LAW, PASKE PEST CONTROL &WILDLIFE SOLUTIONS DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF PASKE PEST CONTROL & WILDLIFE SOLUTIONS SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESSED OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY PESTS. THIS AGREEMENT DOES NOT GUARANTEE, AND PASKE PEST CONTROL & WILDLIFE SOLUTIONS DOES NOT REPRESENT, THAT PESTS WILL NOT RETURN SUBSEQUENT TO SERVICE TREATMENTS.
- **13. WATER LEAKAGE:** Water leakage in treated areas, in interior areas, or through the roof or exterior walls of the structures on the premises may destroy the effectiveness of treatment by Paske Pest Control & Wildlife Solutions and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Paske Pest Control & Wildlife Solutions shall have no responsibility for repairs with respect to water leakage.

- **14. FORCE MAJEURE:** Paske Pest Control & Wildlife Solutions shall not be liable to purchaser for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.
- 15. ADDITIONAL DISCLAIMERS: This Agreement does not cover, and Paske Pest Control & Wildlife Solutions will not be responsible for, damage resulting from or services required for: (a) termites and/or any other wood-destroying organisms, except as specifically provided herein; (b) moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems, including but not limited to wood-to-ground contacts; (e) termites entering any rigid foam, wooden or cellulose-containing components in contact with the earth and the Structures, regardless of whether the component is a part of the Structures; and (f) the failure of purchaser to properly cure at purchaser's expense any condition that prevents proper treatment or inspection or is conducive to pest infestation.
- **16. CHANGE IN LAW:** Paske Pest Control & Wildlife Solutions performs its services in accordance with the requirements of applicable laws and regulations. In the event of a change in existing laws and/or regulations as it pertains to the services herein, Paske Pest Control & Wildlife Solutions reserves the right to revise the service charges or terminate this Agreement.
- 17. PAYMENT; NON-PAYMENT; DEFAULT: Purchaser assumes full financial responsibility for services rendered and unrendered as defined in this Agreement. Paske Pest Control & Wildlife Solutions does not accept net terms on residential properties. Therefore, payment is due in full per the Service Agreement. In those cases where net terms are extended, a late fee of \$25 will be applied to all unpaid invoices that are 30 days or more past the service date. All cancellations and/or reschedules must be made 24 business hours before scheduled appointment or customer is liable for Agreement service cost. In case of non-payment or default by the purchaser, Paske Pest Control & Wildlife Solutions has the right to terminate this Agreement and begin collection proceedings without submitting a termination notification if outstanding balances are not paid within 60 days. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency. A \$25 charge will be assessed to any checks returned from the bank.
- **18. CHANGE IN TERMS:** At the time of any renewal of this Agreement or as necessary, Paske Pest Control & Wildlife Solutions may change this Agreement by adding, deleting, or modifying any provision including service fees. Paske Pest Control & Wildlife Solutions will notify the purchaser in advance of any such change, and purchaser may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes. Purchaser must cancel this Agreement with 30 day written notice to customercare@paskes.com prior to the anniversary renewal date.
- **19. SEVERABILITY:** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
- **20. MANDATORY ARBITRATION:** Any claim, dispute, or controversy regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in St. Louis, Missouri.
- **21. CLASS ACTION WAIVER:** Any Claim must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

- **22. GOVERNING LAW:** Except for the Mandatory Arbitration Clause in Section 20 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state of Missouri without regard to the conflict of law provisions.
- **23. ENTIRE AGREEMENT:** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties
- **24. GUARANTEE: CONTROL OF COVERED PESTS.** Depending on the service type selected, Paske Pest Control & Wildlife Solutions guarantees to control included pests, in and around your home through delivery of regular pest control service. Some pests require more than one treatment, while others may only require one service for control. Ask your technician for more details. Our guarantee to you, is if you are seeing infestation levels while under the guarantee period, we will return at no cost to you, and make the correction. The sighting of one insect in the structure does not mean your home is infested.
- **25. SERVICE EXCLUSION:** Customer understands that this Agreement may not include the control or prevention of wood infesting organisms such as termites, powder post beetles, wood borers, carpenter ants, bees, or bedbugs unless specified under the selected coverage section on Page 1. Paske Pest Control & Wildlife Solutions cannot guarantee against re-infestation of pests from neighboring areas and does not guarantee against re-infestation between service intervals.
- **26. WAIVER:** Customer expressly releases and waives all liability claims against for compensation, re-treatments, 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 Paske Pest Control & Wildlife Solutions at the service address.
- **27. ACTS OF GOD AND OTHER EVENTS:** Certain events beyond the control of Paske Pest Control & Wildlife Solutions may affect its ability to perform its obligations provided for under this Agreement. These events include, but are not limited to heavy rain, strong winds, hurricanes, tornadoes, extreme temperatures, ice, snow, acts of governmental authorities, or any other acts of God, or circumstances or causes beyond the control of Paske Pest Control & Wildlife Solutions and shall have no liability if, at its discretion, it becomes necessary to postpone, cancel, or terminate treatment as a result of such.
- **28. AUTOPAY:** Purchaser authorizes Paske Pest Control & Wildlife Solutions to automatically debit purchaser's credit or debit card, as indicated below, in an amount equal to any monthly, bi-monthly, or quarterly payment due to Paske Pest Control & Wildlife Solutions under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Paske Pest Control & Wildlife Solutions receipt from purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel purchaser's obligation under this Agreement

| PERIOD OF TWELVE MON OCCUR WITHIN 30 DAYS (PROMISE TO WORK V | AGREEMENT IS FOR AN INITIAL THS. INITIAL SERVICE MUST OF THIS AGREEMENT DATE. I VITH MY TECH AND HIS RDER TO RESOLVE MY PEST |
|---|--|
| PURCHASER SIGNATURE: | |
| PURCHASER PRINT NAME: | Joshua Paske |
| COMPANY REP SIGNATURE: | |

| SERVICE CHARGE | |
|--------------------------------|----------|
| ☐ INITIAL SERVICE AMOUNT: | \$ |
| SERVICE RENEWAL (NO INITIAL) | Ф |
| MONTHLY EASY PAY AMOUNT: | \$ |
| BI-MONTHLY SERVICE AMOUNT: | \$ |
| QUARTERLY SERVICE AMOUNT: | \$ |
| NUMBER OF INSTALLMENT CHARGES: | 12 |
| | |
| | |

The Total Yearly Charge is not due in advance. Each payment is due in accordance with the Service Agreement.

Contains Confidential, Proprietary, or Privileged Information Exempt from Public Disclosure. Do not disseminate or distribute without written authorization from Management.

Revised 4/21/2023.