

**CERTIFICATE OF APPROPRIATENESS**

**Application Date:** September 28, 2016

**Applicant:** Brian Oakley, owner

**Property:** 1108 Arlington St, Lot 14, Block 197, Houston Heights Subdivision. The property includes a historic 2,300 square foot, one-and-a-half-story wood frame single-family residence and a detached garage situated on a 6,600 square foot (50' x 132') interior lot.

**Significance:** Contributing Craftsman Bungalow residence, constructed circa 1915, located in the Houston Heights Historic District East.

**Proposal:** Alteration – Siding *Deferral*

At the October 2016 meeting, the HAHC deferred the application to remove original siding to execute repairs to water/termite damage and add insulation. The applicant has since obtained a termite inspection report (See Attachment A) indicating where the damage is located within the frame walls. There has been no alteration to the scope of work. The applicant proposes to:

- Remove original 117 siding to execute repairs to water/termite damage and add insulation.
- Reinstall original siding upon completion of repairs/insulation.
- Existing damaged siding will be replaced in-kind.

During a site visit, staff confirmed that portions of the original siding are damaged beyond repair. The rear elevation and second story addition are not clad in original siding. Due to the isolated instances of damaged siding, staff recommended to the owner piecemeal replacement with in-kind materials. This would likely be considered ordinary maintenance and repair, and would not require a COA.

See enclosed application materials and detailed project description for further details.

**Public Comment:** No public comment received at this time.

**Civic Association:** No comment received.

**Recommendation:** Denial: does not satisfy criterion 9.

**HAHC Action:** -

**APPROVAL CRITERIA**

**ALTERATIONS, REHABILITATIONS, RESTORATIONS AND ADDITIONS**

Sec. 33-241: HAHC shall issue a certificate of appropriateness for the alteration, rehabilitation, restoration or addition of an exterior feature of (i) any landmark, (ii) protected landmark, (iii) any building, structure or object that is part of an archaeological site, or (iv) contributing building in a historic district upon finding that the application satisfies the following criteria, as applicable:

- | <b>S</b>                            | <b>D</b>                            | <b>NA</b>                           | <b>S - satisfies</b> | <b>D - does not satisfy</b> | <b>NA - not applicable</b> |
|-------------------------------------|-------------------------------------|-------------------------------------|----------------------|-----------------------------|----------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |                      |                             |                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |                      |                             |                            |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                      |                             |                            |
- (1) The proposed activity must retain and preserve the historical character of the property;
  - (2) The proposed activity must contribute to the continued availability of the property for a contemporary use;
  - (3) The proposed activity must recognize the building, structure, object or site as a product of its own time and avoid alterations that seek to create an earlier or later appearance;
  - (4) The proposed activity must preserve the distinguishing qualities or character of the building, structure, object or site and its environment;
  - (5) The proposed activity must maintain or replicate distinctive stylistic exterior features or examples of skilled craftsmanship that characterize the building, structure, object or site;
  - (6) New materials to be used for any exterior feature excluding what is visible from public alleys must be visually compatible with, but not necessarily the same as, the materials being replaced in form, design, texture, dimension and scale;
  - (7) The proposed replacement of missing exterior features, if any, should be based on an accurate duplication of features, substantiated by available historical, physical or pictorial evidence, where that evidence is available, rather than on conjectural designs or the availability of different architectural elements from other structures;
  - (8) Proposed additions or alterations must be done in a manner that, if removed in the future, would leave unimpaired the essential form and integrity of the building, structure, object or site;
  - (9) The proposed design for any exterior alterations or addition must not destroy significant historical, architectural, archaeological or cultural material, including but not limited to siding, windows, doors and porch elements;  
*Wholesale removal of historic materials on the exterior face of a historic wall to execute repairs or add insulation is not appropriate. Even when the exterior materials, such as wood siding, could potentially be reinstalled, this method, no matter how carefully executed, usually results in damage to, and loss of historic materials.*
  - (10) The proposed alteration or addition must be compatible with the massing, size, scale material and character of the property and the context area; and
  - (11) The distance from the property line to the front and side walls, porches, and exterior features of any proposed addition or alteration must be compatible with the distance to the property line of similar elements of existing contributing structures in the context area.

### NPS RECOMMENDATIONS FOR INSULATING HISTORIC BUILDINGS

Removing historic siding and reinstalling it to introduce insulation into the wall cavity of a frame building is an example of a treatment that should not be undertaken on historic buildings. Wall insulation should only be considered after the installation of attic and/or basement insulation. Wall insulation creates the potential for significant loss of historic material and accelerated deterioration of wall assembly. Un-insulated historic wood buildings have a higher rate of air infiltration than modern buildings; while this makes older buildings less efficient thermally, it helps dissipate the unwanted moisture and thus keeps building assemblies dry. Climate, building geometry, the condition of the building materials, construction details, and many other factors make it difficult to assess the impact that adding insulation will have on reducing airflow, hence, the drying rate in a particular building.

Blown-in insulation creates the least amount of damage to historic materials and finishes when there is access to the cavity walls, and it is therefore a common method of insulating wood-frame walls in existing buildings. Adding insulation in a wall where there is no sheathing between the siding and studs is more problematic, however, because moisture entering the wall cavity through cracks and joints by wind-driven rain or capillary action will wet the insulation in contact with the back of the siding. Exterior materials in insulated buildings become colder in the winter and stay wet longer following a rain event. While the wetness may not pose a problem for robust materials, it may speed the deterioration of some building materials, and lead to more frequent maintenance.

Heat loss and gain caused by increased interior/exterior temperature differentials primarily due to the stack effect and solar radiation are the greatest at the top of a building. Therefore, reducing heat transfer through the roof or attic should be one of the highest priorities in reducing energy consumption. Adding insulation in an unoccupied, unfinished attic is not only very effective from an energy-savings perspective, but it is also generally simple to install and causes minimal disruption to historic materials. Insulation can also be introduced between floor joists and underside of the subfloor with minimal disruption to historic materials.

In general, wholesale removal of historic materials either on the exterior or interior face of a historic wall to facilitate insulation is not recommended. Even when the exterior materials, such as wood siding, could potentially be reinstalled, this method, no matter how carefully executed, usually results in damage to, and loss of historic materials.

*Information in this section is credited to the National Park Service, Preservation Brief 3: "Improving Energy Efficiency in Historic Buildings."*



PROPERTY LOCATION  
HOUSTON HEIGHTS EAST HISTORIC DISTRICT



1108 Arlington

- Building Classification**
- Contributing
  - Non-Contributing
  - Park

INVENTORY PHOTO



**APPLICANT PHOTOS – EXISTING SIDING**  
WEST ELEVATION – FRONT FACING ARLINGTON



NORTH SIDE ELEVATION







DRAFT

SOUTH SIDE ELEVATION







EAST (REAR) ELEVATION





### PROPOSED REMOVAL / REPLACEMENT METHOD

The industry standard siding removal/replacement method is

- 1.) Number the panels and note existing location
- 2.) Utilize a Sawzall to cut the nails from behind the siding rather than pry the boards off
- 3.) Perform repairs and install insulation/vapor barrier
- 4.) Reinstall per original layout.

DRAFT

### PROJECT DETAILS

**Windows/Doors:** The existing front door will be retained and repaired. All existing windows/sashes will be retained and repaired. These alterations do not require a COA, but are included here for reference to overall scope.

**Exterior Materials:** The front and side elevations are clad in original 117 siding. The partial second story addition and rear elevation clad in non-original 117 siding. The applicant proposes to remove original and non-original siding to execute repairs to water/termite damage and add insulation. During removal of the original siding, the applicant will number the panels to note their existing location. The applicant will use a Sawzall to cut the nails from behind the siding in order to remove it. The siding will be reinstalled per original layout upon completion of repairs/insulation. Existing damaged siding will be replaced in-kind.

DRAFT

**ATTACHMENT A**

DRAFT



KATY  
 11727 S SAM HOUSTON PKWY W STE F  
 HOUSTON, TX 77031-2343  
 2815794100

Contract #: 13703-102816175608-1715  
 Inspection Date: 10/28/2016  
 Inspector: DOBEY, WILLIAM O.

Homeowner Name: BRYAN OAKLEY  
 Address: 1108 ARLINGTON ST  
 City State Zip: HOUSTON, TX, 77008-7050  
 Home Phone: 8322210379  
 Work Phone:

# Ultimate Protection Home Pest Inspection

Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

EXTERIOR INSPECTION			
PROPERTY DETAILS			
Linear Feet:	<u>130</u>	Built Pre 1985:	<input checked="" type="checkbox"/>
# of Stories:	<u>1</u>	Roof Type:	<u>Shingle Roof</u>
Construction Type:	<u>Accessible Crawlspace</u>	Siding:	<u>Wood</u>
Square Footage:	_____	Lot Size:	_____
Cubic Feet:	_____	Eave Height:	_____
Primary Use:			<u>Single Family Dwelling</u>
Foundation Type:			<u>Concrete</u>
Industry Type:	_____		
# of Gas Meters:	_____		
Peak Height:	_____		
PROPERTY HAS A:			
Cistern:	French Drain:	Well:	
Visible Pond, Lake, Stream, or Waterway:	Sprinkler System Present:		
Exterior Slab (False Porch) Over Basement Area:	Gas Meter Have 3' Clearance:		
CONDUCTIVE CONDITIONS			
Indications of pests, rodents, termites, wildlife, or other wood-destroying pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input checked="" type="checkbox"/>
Damage Found?	<input checked="" type="checkbox"/>	Trees/shrubs on or against home?	<input checked="" type="checkbox"/>
Conditions on or around foundation conducive to termite attack?	<input type="checkbox"/>	Foundation slab/wall visible?	<input checked="" type="checkbox"/>
Conditions allowing water to collect around structure?	<input type="checkbox"/>	Openings large enough for pest/rodent/wildlife entry?	<input checked="" type="checkbox"/>
Gutters and downspouts clear of debris and standing water?	<input type="checkbox"/>	Siding Less Than 6" From Grade:	<input type="checkbox"/>
Styrofoam Insulation or "DRI-VIT" Below Grade?	<input type="checkbox"/>	Wood embedded in concrete?	<input type="checkbox"/>
Breeding Sites:			



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Inspector: DOBEY, WILLIAM O.

## INTERIOR INSPECTION

### PROPERTY DETAILS

Sump Pump:	<input type="checkbox"/>	A/C - Heat Ducts in or Below Slab:	<input type="checkbox"/>
Plenum A/C - Heat System:	<input type="checkbox"/>	Radiant Heat:	<input type="checkbox"/>

### CONDUCTIVE CONDITIONS

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input checked="" type="checkbox"/>
Damage Found?	<input checked="" type="checkbox"/>	Obvious Signs Of Leaks?	<input type="checkbox"/>
Musky Odors?	<input type="checkbox"/>	Bath Traps Installed Where Applicable?	<input type="checkbox"/>
Wall Separation/Cracks?	<input type="checkbox"/>	Sagging Or Bouncing Floors?	<input type="checkbox"/>

### ATTIC

Number Of Attics: \_\_\_\_\_ Attic Access Location: Inside - Door

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?

Adequate Ventilation?	Adequate Insulation R-Value?	Obvious Signs Of Leaks?
Attic Vents Screened?	Asbestos Present?	

### CRAWL SPACE

Number Of Crawl Spaces: \_\_\_\_\_ Crawl Space Access Location: Outside

Height Of Crawl Space: \_\_\_\_\_ High Point Of Crawl Space: \_\_\_\_\_ Low Point Of Crawl Space: \_\_\_\_\_

Distance Between Joists: \_\_\_\_\_ Depth Of Joists: \_\_\_\_\_ # of electrical connections: \_\_\_\_\_

Indications of pests, rodents, termites, wildlife, fungi, or other wood-destroying pests?

Wood debris, stored material or structure/ground contact?

Excessive Moisture?	Visible Plumbing Leaks?	Cracked foundation walls/supports?
Sagging Or Cracked Floor Joists?	Wood-Earth Contact?	Wood Debris In Crawl Space?
Inadequate Ventilation In Crawl Space?	Wood Embedded In Concrete?	Entire Crawl Space Accessible?

### INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

Crawlspace	Date:	10/28/2016
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### TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

	Date:	
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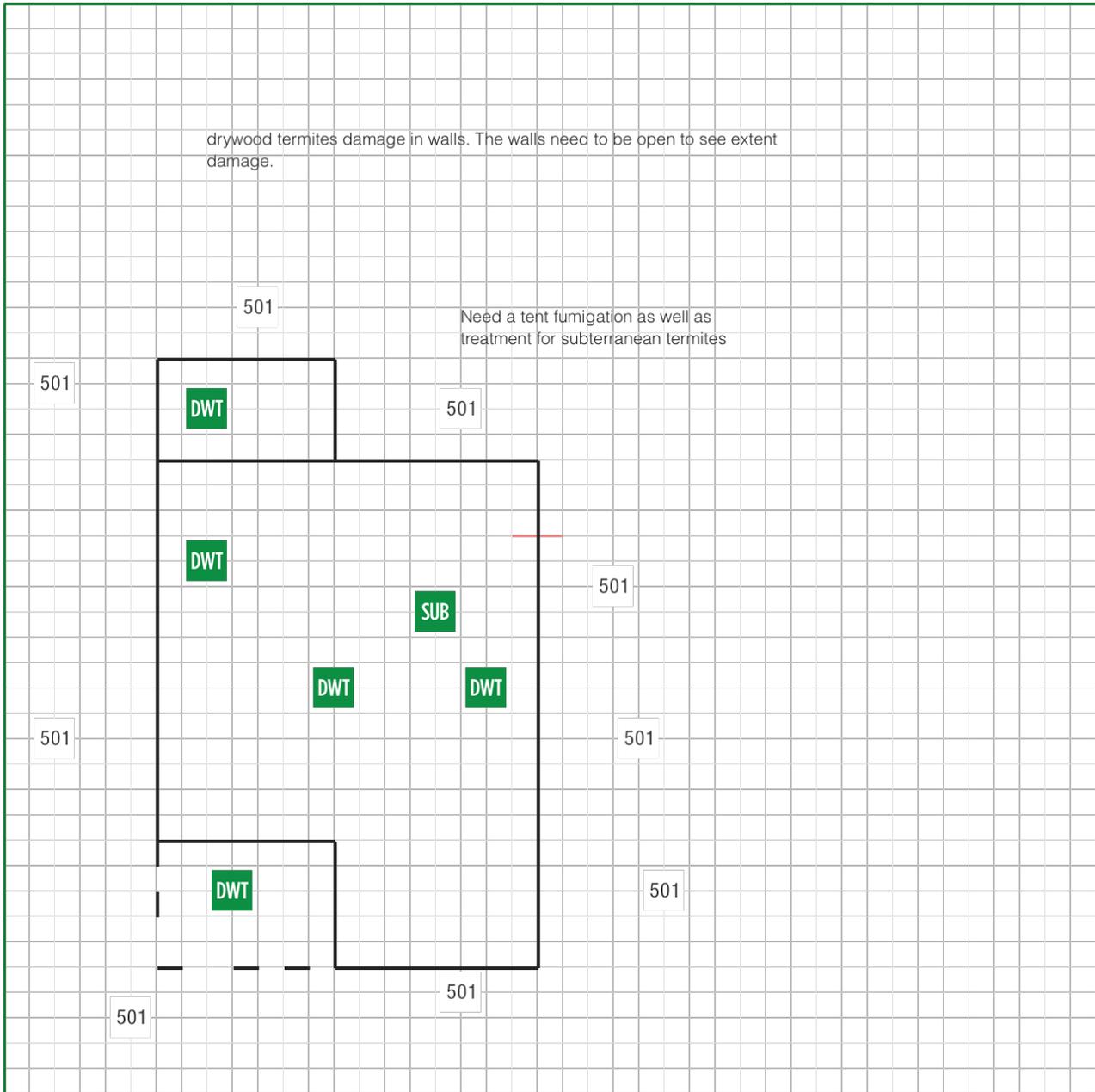


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### Scale 1:2

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph.

## FLOOR PLAN LEGEND

### PROPERTY ELEMENTS

	Exterior Gas Grill		Water Shut-Off		Sprinkler Shut-Off		Gas Meter
	Air Conditioner		Cistern		Exterior Slab Over Basement Area		Inaccessible Area(s)
	Sump Pump		Visible Waterway				

### KEY TO EVIDENCE

	Access Holes Allowing Pest Entry		Ant Activity		Bed Bug Activity		Bird Activity
	Carpenter Ants		Cellulose Debris		Dampwood Termites		Drywood Termites
	Earth Contact		Existing Damage		Excessive Moisture		Fungus
	Faulty Grade		Flies		Formosan Termites		Gnaw Marks/Debris (Rodent)
	Large Gaps		Mice		Mosquitoes		Missing Screens/Vent Covers
	Possible Hidden Damage		Powder Post Beetles		Powder Post Beetle Damage		Rigid Board / Foam Insulation At Or Below Grade
	Roaches		Rigid Board / Foam Insulation at or Below Grade		Rodents		Rodent Waste (Droppings)
	Rodent Droppings		Rodent Tunneling In Insulation		Rodent Tunneling Under Slab Or Concrete Pad		Rub Marks (Rodent)
	Siding Less Than 6" From Grade		Spiders		Styrofoam Insulation Or DRI-Vit Below Grade		Subterranean Termites
	Termite Damage		Active Termites		Wood Boring Beetles		Wood Debris In Crawlspace
	Wood Embedded In Concrete						



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## FLOOR PLAN LEGEND

### GENERAL TREATMENT SPECIFICATIONS

117	Trench or trench/rod soil adjacent to exterior foundation walls	117A	Vertically drill exterior attached slabs and treat soil beneath along point of attachment
118	Excavate soil beneath dirt-filled porch slab at point(s) of attachment to the structure and treat soil beneath	120	Vertically drill the dirt-filled porch slab and treat the soil beneath the slab along the point(s) of attachment to the structure
121A	Drill the exterior foundation wall of a crawl space or basement from the inside and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the point(s) of attachment to the structure		
121B	Drill through each side of the dirt-filled porch foundation wall at no greater than 12" intervals and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the entire inside perimeter of the DFP		
121C	Drill foundation walls of the dirt-filled porch and treat the soil immediately beneath the slab by long-rodging adjacent to the entire inside perimeter of the DFP		
128	Trench, remove, and treat soil by the Backfill Method (see label)	129	Drill and treat voids of a double brick foundation wall at 12" intervals or less
130	Drill and treat voids of a stone foundation wall at 12" intervals or less	131	Drill and treat voids of a triple brick foundation wall at 12" intervals or less
132	Drill and treat voids of a hollow block foundation wall at 12" intervals or less	133	Drill and treat voids of a brick veneer foundation wall at 12" intervals or less
134	Drill and treat all voids of a chimney at 12" intervals or less	138	Drill and treat a subterranean termite infested wooden sill or plate
140	Drill and treat a subterranean termite infested wooden joist/s	145	Drill into voids of termite infested wood and inject product into inaccessible voids, termite galleries and nests
146	Make small openings into termite shelter tubes and inject product inside	147	Make multiple openings into carton nests in building voids or in trees and make multiple injections of products to varying depths
160	Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply		

### NON-CHEMICAL TREATMENT SPECIFICATIONS

101	Provide at least 14" clearance between wood and soil in the crawl space	102	Install access to ceiling of basement for inspection and/or treatment
104	Install door/s to provide access for treating soil adjacent to plumbing	105	Install crawl space access door
106	Install Automatic Vents	109	Remove cellulose debris and/or any other debris that would interfere with inspection or treatment in the crawl space
109A	Remove form boards	110	Scrape off termite tunnels
111	Set wooden supports on concrete pads to properly insulate wood to soil contact	135	Cut off stucco at least 3" above grade and remove stucco below grade
149	Remove wood to ground contacts	152	Break ground contact on step stringers
161	Prepare floor surface for drilling	205	Install a vapor barrier over the soil of a crawl space
206	Install floor supports to provide additional support		

### CRAWL SPACE TREATMENT SPECIFICATIONS

114	Trench or trench/rod soil adjacent to the inside of the foundation walls of a crawl space	115	Trench or trench and rod soil adjacent to the piers of a crawl space
116	Trench or trench and rod soil adjacent to soil pipes of a crawl space	119	Trench or trench and rod soil adjacent to a chimney of a crawl space



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## FLOOR PLAN LEGEND

### BASEMENT TREATMENT SPECIFICATIONS

122	Vertically drill basement concrete slab floor and treat the soil beneath	144	Drill and treat basement door frames
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### EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS

900	Trap - Wildlife	901	Install Mushroom/Turbine Vent Cage - Roof
902	Seal Mushroom/Termite Vent - In Attic	903	Install Plumbing Vent Cap - Roof
904	Screen Gable Vent	905	Screen Foundation Vent
906	Screen Soffit Vent	907	Repair Roof Return
908	Seal Pipe Penetration	909	Seal Hole In Wall/Foundation, Floor, Etc.
910	Install One-Way Door Exclusion Cage	911	Install Garage Door Seal
912	Install Dryer Vent Cover - Wall	913	Install Oven Vent Cover - Wall
914	Install Oven Vent Cage - Roof	915	Install Chimney Cap

### PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

171	Vertical treatment zone - trench or trench and rod soil adjacent to pillars and other interior foundation elements such as chimneys and soil pipes	172	Vertical treatment zone - trench or trench/rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sqft)
173	Horizontal treatment zone - make a horizontal treatment to the entire surface area of soil or substrate to be covered beneath the concrete slab	174	Vertical treatment zone - upon completion of grading along the outside of the exterior foundation wall, treat the backfill by trenching or trenching/rodding the soil adjacent to the exterior foundation wall

### SLAB TREATMENT SPECIFICATIONS

122A	Drill the slab at 12" intervals or less along the expansion joint where two slabs meet and treat soil underneath	123	Treat soil adjacent to plumbing penetrations
123A	Drill the slab along one side of the partition wall at 12" intervals or less and treat the soil beneath	123AA	Drill the slab along both sides of a load-bearing wall at 12" intervals or less and treat the soil beneath
124	Drill through the exterior foundation wall immediately below the slab at 12" intervals or less and treat the soil beneath by short-rodding from the outside	126	Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab



### SUBTERRANEAN TERMITE BAITING SYSTEM Bait Defend System

**THIS AGREEMENT PROVIDES FOR INSTALLATION, MONITORING AND SERVICING OF A SUBTERRANEAN TERMITE BAITING SYSTEM AND FOR THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES SUBSEQUENT TO SUCH INSTALLATION WITHIN THE LIMITS STATED IN THIS CONTRACT. THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN A LACK OF TERMITE PROTECTION.**

Purchaser: BRYAN OAKLEY Home Phone: 8322210379 Work Phone: \_\_\_\_\_  
Mailing Address: 1108 ARLINGTON ST, HOUSTON, TX 77008-7050  
Property Address: 1108 ARLINGTON ST, HOUSTON, TX 77008-7050  
Description of Structure(s) Covered: House Email: \_\_\_\_\_

#### SERVICE / PAYMENT TERMS

<b>INITIAL CHARGE* (Initial Treatment and Term Fee)</b> .....	\$	936.00
<b>ANNUAL RENEWAL CHARGE*</b> .....	\$	229.00
<b>OWNERSHIP TRANSFER FEE*</b> .....	\$	0
<b>BILLING FREQUENCY</b> .....		Annual

\*Excludes tax (if applicable)

**NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.**

**Purchaser acknowledges, accepts and agrees that:**

Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state-required documents for the termiticide(s), which will be used to treat the above-named property.

Terminix has provided the Purchaser with an Inspection Graph, as described in Section 3-Inspection Graph of the Terms and Conditions of this Agreement.

**Purchaser accepts and agrees to the Terms and Conditions on this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 23 and 24 of the Terms and Conditions of this Agreement:**

Purchaser Name: BRYAN OAKLEY Purchaser (Signature):  Date: 10/28/2016

Representative Name: DOBEY, WILLIAM O. Representative (Signature):  Date: 10/28/2016

Terminix Branch Phone: 2815794100 Terminix Branch Charter No.: \_\_\_\_\_  
Terminix Branch Address: 11727 S SAM HOUSTON PKWY W STE F, HOUSTON, TX 77031-2343

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1.800.TELLTMX (1.800.835.5869).

**STATE-SPECIFIC DISCLOSURES:** FOR TEXAS RESIDENTS: Licensed and regulated by: Texas Department of Agriculture, Structural Pest Control Service, PO Box 12847, Austin, TX 78711-2847 Phone 1.866.918.4481 Fax 1.888.232.2567.

# TERMS AND CONDITIONS

- INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the date of initial installation on (the "Installation Date") of the Baiting System and shall continue thereafter for one year (the "Initial Term"), unless terminated earlier as set forth herein. Purchaser may extend the Initial Term for additional one-year periods (each a "Renewal Term") for so long as Purchaser owns the property described on the Inspection Graph by paying the Annual Renewal Term Fee set forth in this Agreement prior to the expiration of the Initial Term or any Renewal Term.
  - FEES.** Purchaser shall pay the fees for Baiting System Installation and Services for the Initial Term and any Renewal Term based upon the Payment Option selected by Purchaser.
  - INSPECTION GRAPH.** This Inspection Graph, prepared by Terminix and provided to Purchaser, is a record of a visual, non-invasive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages identified on the Inspection Graph. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc., to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises depicted in the Inspection Graph represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including, without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of the Inspection Graph. If X (circled or not) appears on the Inspection Graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.
  - PROTECTION PLAN SERVICES.** Terminix will perform the following termite protection services during the Initial Term or any Renewal Term, as applicable, of this Agreement (hereinafter the "Services"): (a) Install the Terminix Subterranean Termite Baiting System (the "Baiting System") on and around the Structures described on the Inspection Graph attached to this Agreement, which contains termite bait in all stations; (b) On an annual basis, inspect the Structures identified on the Inspection Graph and the installed Baiting System for termite activity, and if necessary, service the Baiting System including replacement of termite bait and other components of the Baiting System at no additional charge to Purchaser, as deemed necessary by Terminix in its sole discretion, to provide ongoing prevention, control and/or elimination of Subterranean Termite colonies.
  - PROTECTION AGAINST SUBTERRANEAN TERMITES.** THE BAITING SYSTEM ONLY CONTROLS FOR AND PROTECTS THE STRUCTURES FROM SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SSP.*, *HETEROTERMES SPP.*) AND FORMOSAN TERMITES (*COPTOTERMES SPP.*) (COLLECTIVELY "SUBTERRANEAN TERMITES") INFESTATIONS. THE BAITING SYSTEM DOES NOT CONTROL OR PROTECT THE STRUCTURES FROM AERIAL (ABOVE-GROUND) INFESTATION OF ANY KIND, DRYWOOD TERMITES (*KALOTERMES SPP.*, *INCISITERMES SPP.*, *CRYPTOTERMES SPP.*) OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI. FUMIGATION OR SPOT TERMITICIDE TREATMENT MAY BE NECESSARY TO CONTROL AERIAL INFESTATIONS. IF A FUMIGATION OR SPOT TERMITICIDE TREATMENT IS DEEMED NECESSARY BY TERMINIX TO CONTROL AN AERIAL (ABOVE-GROUND) INFESTATION, PURCHASER GRANTS TERMINIX A RIGHT OF ACCESS TO THE STRUCTURES TO TREAT SUCH AERIAL INFESTATION AND PURCHASER SHALL PAY TO TERMINIX ADDITIONAL CHARGES FOR SUCH AERIAL INFESTATION TREATMENT AT TERMINIX'S THEN-CURRENT RATES.
  - DAMAGE REPAIR PLAN; COVERED DAMAGES.** If Subterranean Termite damage to the Structures and/or their contents occurs subsequent to the Installation Date during the Initial Term or any Renewal Term (hereinafter "Covered Damage"), Terminix will, following inspection of and confirmation that such damage constitutes Covered Damage, arrange for and pay the costs of labor and materials of a contractor to repair such Covered Damage. Terminix is not responsible for the repair of any damage, whether visible or hidden, occurring prior to or on the Installation Date, whether or not live termites are present. Damage discovered after the Installation Date with no verified live and active infestation present shall be deemed to have been caused before the Installation Date. Because damage may be present in areas that are inaccessible to visual inspection, Terminix does not guarantee that the damage disclosed on the Inspection Graph represents all of the existing damage as of the date of this Agreement. TERMINIX IS NOT RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO ANY EXTERIOR FENCES OR DECKS LOCATED ON PURCHASER'S PREMISES.
  - NOTICE OF CLAIMS; TIMING.** Any claim made by Purchaser for Terminix to repair any Covered Damage must be made in writing to Terminix during the Initial Term, any Renewal Term or within the one (1) year following the expiration or termination of this Agreement ("Claim Period"). Purchaser's failure to provide such written notice of a claim within the Claim Period shall constitute an intentional waiver of any such claim.
  - ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Structures for any purpose contemplated by this Agreement including, but not limited to, re-inspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.
  - PURCHASER COOPERATION.** Purchaser's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Purchaser, and are not corrected by Purchaser, Terminix cannot ensure effective Services. If Purchaser fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Purchaser as an extra charge.
  - 30-DAY MONEY-BACK GUARANTEE.** IF WITHIN THE THIRTY (30) DAY PERIOD IMMEDIATELY FOLLOWING ANY INSPECTION OR SERVICE TREATMENT PROVIDED BY TERMINIX UNDER THIS AGREEMENT PURCHASER IS NOT SATISFIED WITH THE SERVICES RENDERED, AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND UPON PURCHASER'S WRITTEN REQUEST, TERMINIX SHALL REFUND TO PURCHASER ANY FEES PAID BY PURCHASER FOR SUCH INSPECTION OR SERVICE TREATMENT, AND THIS AGREEMENT SHALL BE TERMINATED WITHOUT ANY FURTHER LIABILITY ON THE PART OF TERMINIX.
  - LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX 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 TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT TERMINIX HAS NOT TREATED THE STRUCTURES WITH TERMITICIDE, HAS NOT TREATED THE SOIL OF THE STRUCTURES WITH TERMITICIDE, IS NOT REQUIRED TO TREAT THE PROPERTY AND IS ONLY OBLIGATED TO PROVIDE FURTHER BAITING SYSTEM TREATMENT IF DEEMED NECESSARY BY TERMINIX. IN CONSIDERATION OF SUMS CHARGED BY TERMINIX HEREUNDER AND AS A LIQUIDATED DAMAGE AND NOT AS A PENALTY, AND NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM THAT TERMINIX FAILED TO PERFORM ITS OBLIGATIONS HEREUNDER, THE SOLE RESPONSIBILITY OF TERMINIX IN THE EVENT OF A CLAIM SHALL BE TO PROVIDE FURTHER BAITING SYSTEM TREATMENT FOUND NECESSARY BY TERMINIX FREE OF CHARGE AND/OR TO ARRANGE FOR AND PAY THE COSTS OF LABOR AND MATERIALS OF A CONTRACTOR TO REPAIR ANY COVERED DAMAGE. PURCHASER EXPRESSLY RELEASES TERMINIX FROM, AND AGREES TO INDEMNIFY TERMINIX WITH RESPECT TO, ANY OTHER OBLIGATION TO PURCHASER WHATSOEVER. TERMINIX IS NOT RESPONSIBLE FOR ANY REPAIR OF COVERED DAMAGE UNLESS ARRANGED FOR BY TERMINIX OR AUTHORIZED TO BE PERFORMED IN ITS ENTIRETY IN WRITING BY AN OFFICER OF TERMINIX. ANY UNAUTHORIZED REPAIR WILL TERMINATE THE LIABILITY OF TERMINIX FOR THE REPAIR OF COVERED DAMAGE AUTOMATICALLY WITHOUT FURTHER NOTICE. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN.
  - WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Structures may destroy the effectiveness of treatment by Terminix 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. Terminix shall have no responsibility for repairs with respect to water leakage.
  - INFORMATION REGARDING THE BAITING SYSTEM.** Purchaser understands that: (a) As termites feed on the bait in the stations, their growth is disrupted, causing a decline of the termite colony to the point where the colony can no longer sustain itself and is eliminated. Subterranean Termite colony elimination or control is impacted by the colony size, geographical location, weather and/or other factors. During the period before colony elimination or control is achieved, new damage to Structures from termite feeding may occur. State regulations may require specific treatment standards be performed for liquid termite treatments. These standards do not apply to Subterranean Termite baiting treatments. The termite bait used within the Baiting System is registered for use in this state; (b) The Baiting System involves installation, an initial period
- of monitoring, colony elimination or control with termite bait and subsequent monitoring for continuous protection from new Subterranean Termite activity; (c) Intervals of from two to several months may occur between: (i) installation of the Baiting System and sufficient termite activity to allow additional termite bait; (ii) addition of termite bait and mitigation or elimination of the Subterranean Termite colony; and (iii) the total time from initial installation to Subterranean Termite colony mitigation or elimination is dependent upon geographical location, weather and/or other factors; (d) Additional services, such as spot applications of conventional termiticides, are available for an additional fee to combat termite activity on a localized basis, if desired, but are not necessarily needed for the Subterranean Termite colony elimination or control; and (e) In some circumstances, the Baiting System may not eliminate or control the Subterranean Termite colony. If after 24 months from commencement of the Baiting System, Subterranean Termite colony elimination or control has not been achieved, Terminix may, in its sole discretion, propose treatment using conventional methods at no additional charge. In that case, Purchaser may elect to continue with the Baiting System (on the same terms and conditions) or the conventional treatment. If Purchaser chooses not to continue with the Baiting System, this Agreement will terminate without further obligation of Terminix. If treatment using conventional methods is offered by Terminix and agreed to by Purchaser, then Purchaser must first execute a new written contract in the form then in use by Terminix. Due to the nature of construction, the extent of existing termite damage, the degree of termite activity, application restrictions and/or Terminix guidelines, such new contract may not provide any damage repair commitment.
- OWNERSHIP OF BAITING SYSTEMS COMPONENTS.** The Purchaser understands that some or all of the components of the Baiting System ("Components") are, and will remain, the property of the manufacturer. The Purchaser has no ownership rights to any of the Components other than the right to their use as installed by Terminix under this Agreement. Upon the expiration or termination of the Agreement, Terminix or its authorized representatives are authorized by Purchaser to retrieve from Purchaser's premises the system Stations and other Components contained therein for appropriate disposition. If Terminix, for whatever reason, ceases to use the Baiting System, Terminix will: (a) so notify Purchaser, (b) offer Purchaser the alternative of either using a different system of termite protection or control or terminating this Agreement and (c) retrieve the Components from Purchaser's premises.
  - ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structures described on the Inspection Graph as of the date of the installation of the Baiting System. In the event the premises are structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if Baiting System stations are removed or disturbed (collectively "Alterations"), Purchaser must provide Terminix with written notice of such Alterations within ten (10) days of the occurrence of such Alterations. Purchaser's failure to provide such notice will terminate this Agreement automatically without further notice. The failure of Terminix to discover such Alterations does not release Purchaser from the obligations to provide written notice to Terminix of the same. Purchaser shall pay Terminix's then-current charges for a service call to evaluate the Alterations and provide additional Bait Station treatment as a result of the Alterations. Terminix reserves the right to increase the Annual Renewal Term Fee as a result of the Alterations.
  - OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structures, Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the Annual Renewal Term Fee upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised Annual Renewal Term Fee, this Agreement will terminate automatically as of the date of the change of ownership.
  - FORCE MAJEURE.** Terminix 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.
  - ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Terminix will not be responsible for, damage resulting from or services required for: (a) any and all damage resulting from 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 drainage; (c) major structural 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 termite infestation.
  - CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the Annual Renewal Term Fee or terminate this Agreement.
  - NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. 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.
  - CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix 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.
  - 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.
  - 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](http://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 Memphis, TN.
  - CLASS ACTION WAIVER.** Any Claim that is 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.
  - GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 23 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 in which the dispute arises without regard to the conflict of laws provisions.
  - 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.



### Summary of Charges

	<b>Product</b>	<b>Amount</b>	<b>Tax</b>	<b>Discount</b>	<b>Total Amount</b>
Initial Term	Bait Defend System Sentricon	\$936.00	\$58.50	\$0.00	\$994.50
				<b>Grand Total:</b>	\$994.5

<b>Product</b>	<b>Merchandise</b>	<b>Quantity</b>
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### Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process the one-time payment upon the completion of the initial service without further signature or authorization from me.

American Express ending in 5003 exp. 0220      \$994.50      Bait Defend System Sentricon

**EASY PAY:** Purchaser authorizes Terminix to automatically debit Purchaser's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix 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 Terminix's receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser's obligations under this Agreement.

### Authorization

<b>Purchaser Name:</b>	BRYAN OAKLEY	<b>Purchaser (Signature):</b>		<b>Date:</b>	10/28/2016
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## ***Subterranean Termite Post-Construction Treatment Disclosure For Each Estimate***

When an estimate or proposal for termite treatment is submitted to a consumer the pest control company must provide the following written disclosure information: For all treatments there will be a diagram showing exactly what will be treated. Treatment specifications and warranties for those treatments may vary widely. Review the pesticide label provided to you for minimum treatment specification. If you have any questions, contact the pest control company or the Texas Department of Agriculture, P.O. Box 12847, Austin, Texas 78711-2847. Telephone number (866) 918-4481 or Fax: 888-232-2567. Documentation shall also include but is not limited to approximate perimeter measurement of the structure, areas of active or previous termite activity, the concentration of any liquid termiticide application to be used or the minimum number of baiting systems installed or the square footage if a barrier is installed. The consumer is advised to review all this information and the pesticide label for explanations of the proposed treatment and compare this with any other proposal or estimate they may receive.

### **Definitions of Treatment**

A subterranean termite treatment may be a partial treatment or a spot treatment using termiticide, approved physical barriers or a baiting system. These types of treatments are defined as follows:

#### **Partial Treatment**

This technique allows a wide variety of treatment strategies but is more involved than a spot treatment. (See definition below.) Ex: treatment of some or all of the perimeter, bath traps, expansion joints, stress cracks, portions of framing, walls and bait locations.

Pier and Beam: Generally defined as the treatment of the outer perimeter including porches, patios and treatment of the attached garage. In the crawl space, treatment would include any soil to structure contacts as well as removal of any wood debris on the ground.

Slab Construction: Generally defined as treatment of the perimeter and all known slab penetrations as well as any known expansion joints or stress cracks.

#### **Spot Treatment**

Any treatment which concerns a limited, defined area less than ten (10) linear or square feet that is intended to protect a specific location or "spot." Often there are adjacent areas susceptible to termite infestation, which are not treated.

#### **Baiting System**

This type of treatment may include interior and/or perimeter placement of monitoring or baiting systems along with routine inspection intervals. The baiting technique may include one or more baiting locations as prescribed by the product label and instructions.

#### **Barriers**

If a physical device is used, the square footage of the physical device must be recorded and a diagram describing the installation will be provided.

WARRANTY information provided includes the complete details any warranty provided and the following:

- Time Period of the Warranty
- Renewal Options and Cost
- Obligations of the Contracting Parties
- Conditions that could develop which would void the warranty
- Name of the pest control company responsible for the warranty.

If the warranty does not include the entire structure treated, the areas included in the warranty are: (specify)  
Detached Garage \_\_\_\_\_

A copy of the consumer information sheet has been made available to the appropriate party.

#### **Additional Information**

In addition to the information listed above the following information must also be included on the diagram: Known wood destroying insect activity, conducive conditions, type of construction, construction details, and any other information about construction relevant to the treatment proposal.

**Licensed and regulated by: Texas Department of Agriculture  
P.O. Box 12847, Austin, Texas 78711-2847, Phone (866) 918-4481, (FAX) 888-232-2567**

Revised 07/30/2010

Name: BRYAN OAKLEY

Address: 1108 ARLINGTON ST

City : HOUSTON State TX Zip: 77008-7050

A label of Recruit HD 0.5% is enclosed

The concentration of any chemical to be applied at this location is Recruit HD 0.5%

Areas of present termite activity See Graph

Type of Construction, Type of Treatment (check all that apply)

Type of Treatment:  Pier & Beam  Partial  Bait  Physical Barrier

(Refer to Definition of Treatment)  Slab  Spot  Other (specify) \_\_\_\_\_

Approximate measurements of the structure(s) to be treated 150



Signature of Certified Applicator or  
Technician Completing Estimate

DOBEY, WILLIAM O.  
Printed Name

10/28/2016  
Date:

TERMINIX  
Name of Pest Control Company

\_\_\_\_\_  
TPCL. No

**\*This form includes the minimum requirements and information. It may also include or be revised to include a company logo and additional information**



KATY  
 11727 S SAM HOUSTON  
 PKWY W STE F  
 HOUSTON, TX 77031-  
 2343  
 2815794100

**Notice of Cancellation**

Inspection ID #: 13703-102816175608-1715  
 1108 ARLINGTON ST  
 HOUSTON, TX 77008-7050

BY SIGNING THIS AGREEMENT, I UNDERSTAND THAT PERMISSION FOR TERMINIX TO BEGIN WORK IMMEDIATELY SHALL NOT BE CONSTRUED AS A WAIVER OF ANY OF MY RIGHTS UNDER THIS NOTICE OF CANCELLATION

**NOTICE OF CANCELLATION**

DATE OF TRANSACTION: 10/28/2016

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THIS CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

KATY  
 11727 S SAM HOUSTON PKWY W STE F  
 HOUSTON, TX 77031-2343  
 2815794100

NOT LATER THAN MIDNIGHT OF: 10/31/2016

THEREBY CANCEL THIS TRANSACTION \_\_\_\_\_ Date: \_\_\_\_\_



KATY  
11727 S SAM HOUSTON  
PKWY W STE F  
HOUSTON, TX 77031-  
2343  
2815794100

**Notice of Cancellation**

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HOUSTON, TX 77031-2343  
2815794100

NOT LATER THAN MIDNIGHT OF: 10/31/2016

THEREBY CANCEL THIS TRANSACTION \_\_\_\_\_ Date: \_\_\_\_\_



KATY  
11727 S SAM HOUSTON PKWY W STE F  
HOUSTON, TX 77031-2343  
2815794100

Contract #: 13703-102816175608-1715

Inspection Date: 10/28/2016

Inspector: DOBEY, WILLIAM O.

## See for yourself why Terminix is America's #1 provider of termite and pest control.

### MANAGE YOUR ACCOUNT 24/7.



Manage your Terminix account around the clock by computer, tablet or smartphone. Just sign up at [Terminix.com](http://Terminix.com) or download our free Terminix app for iPhone®, iPad® or Android® devices. You'll be able to:

- Schedule services
- Request additional treatments
- Review service history
- Access billing history
- Request a call from a representative
- Enroll in EasyPay

### MAKE PAYMENTS WORRY-FREE.

Save time and money with EasyPay automated payments. Payments are charged to your debit or credit card when they're due, so you can skip the stamps and save some time.

### RECOMMEND TERMINIX TO FRIENDS AND FAMILY.

For each referral that results in the purchase of a Terminix service, you can earn valuable credits to put toward your own Terminix bill. Find out more. [Terminix.com/Customer-Support/Refer-A-Friend](http://Terminix.com/Customer-Support/Refer-A-Friend)

### FIND OUT WHAT PEOPLE ARE SAYING.

CONSUMERAFFAIRS



[consumeraffairs.com/homeowners/terminix](http://consumeraffairs.com/homeowners/terminix)

