

**POST-CONSTRUCTION
STANDARD CONTRACT FOR THE TREATMENT OF SUBTERRANEAN TERMITES**

Approved by the Louisiana Structural Pest Control Commission
Louisiana Department of Agriculture and Forestry

PEST CONTROL COMPANY: I P M TERMITE & PEST CONTROL
 ADDRESS: 245 PONTCHARTRAIN DRIVE CITY: SLIDELL STATE: LA ZIP: 70458
 TELEPHONE NO.: (504) 525-7378 (985) 641-6133 STRUCTURAL PEST CONTROL LICENSE NO.: M-123
 CUSTOMER: Anchorage Condominiums HOME PHONE NO.: (800) 659-8907 / Pete Connors
 MAILING ADDRESS: 1244 Harbor Dr BUS. PHONE NO.: (985) 649-6778 (LOCAL)
 CITY: Slidell STATE: LA ZIP: 70458
 PROPERTY ADDRESS OF STRUCTURE(S) TREATED: 1490/1580; 1244; 1650; 1750; 1850 Harbor Dr + Marina Cafe + Yacht Club Bldg
 CITY: Slidell LOUISIANA ZIP: 70458
 BUILDING(S) TREATED: SAME AS PROPERTY Addresses Listed

One building per contract (no fences, detached garages or out-buildings at above treatment addresses are included in this agreement unless specified in writing in this agreement)

TREATMENT FOR: Write in selection from below: RETICULITERMES & COPTOTERMES
Native Subterranean Termites-Reticulitermes and Formosan Termites-Coptotermes Other (Specify)
Drywood Termites-Kaloterms and Cryptotermes Powder Post Beetles-Lyctidae, Bostrichidae, Anobiidae

I fully understand and agree that this contract pertains to the treatment of the insects indicated above only. I fully understand and agree to the terms and conditions in this contract as indicated on the ~~front~~ reverse sides.

X Customer Initials

Date

FOR THE SUM OF: \$ 31,400.- *
 STATE FEE: \$ 6.-
 FEE: \$ _____
 TOTAL: \$ 31,406.-

ATTACHMENTS WHICH MAY FORM PART OF THIS AGREEMENT:
 _____ WAIVER OF THE STATE SPECIFICATIONS
 _____ OTHER (SPECIFY) _____
 CONTRACT DATE - BEGINNING: 3-16

CUSTOMER TO PAY AS FOLLOWS: UPON COMPLETION

*Buildings not meeting or treated in accordance to minimum (treatment) specifications as per rules and regulations of the Louisiana Structural Pest Control Commission must have a waiver of minimum state specifications.

ARBITRATION

The Purchaser and Company agree that any controversy or claim between them arising out of or relating to the interpretation, performance, or breach of this agreement or to the treatment of or rendering of services to the identified property in anyway, whether by virtue of contract, tort, or otherwise, shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association. The arbitrator(s) shall be bound by rules of substantive law and shall not be bound by the rules of evidence, whether or not set out by statute, except for provisions relating to privileged communications. The arbitrator shall give effect to any and all waivers, releases, disclaimer, limitations and other terms and conditions of this Plan. Therefore, the award shall not, and the arbitrator shall not have the power or authority to, hold Your Company Name responsible for (i) the repair or replacement of any termite damage to the identified property other than new termite damage as defined in this Plan (ii) loss or anticipated rents and/or profits (iii) indirect, special, incidental, consequential, exemplary or punitive damages. Each party shall be responsible for paying any attorneys' fees, expert witness fees and other expenses it incurs on its behalf in connection with the arbitration, plus one half the arbitrator's fee and one half of any expenses incurred by the arbitrator, and the award shall assess the arbitrator's fees and expenses accordingly. Any award of damages pursuant to such arbitration shall be included in a written decision which shall state the reasons upon which the award was based, including all the elements involved in the calculation of any award of damages. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of this arbitration provision or of the arbitrator's decision and a party violating this provision shall pay the other party's costs, including but not limited to, attorneys' fees, with respect to such suit and the arbitration award shall so provide. I certify that I have read and understand the arbitration clause described above: X

Customer Initials

GENERAL CONDITIONS

THE PEST CONTROL COMPANY (HEREAFTER REFERRED TO AS THE "COMPANY") WARRANTS ITS WORK PERFORMED ON THE ADDRESS LISTED ABOVE FOR NO LESS THAN ONE YEAR. THE OWNER, LESSEE, MANAGER OR AGENT (HEREAFTER REFERRED TO AS THE "CUSTOMER") OF THE ADDRESS RECEIVING THE TREATMENT RETAINS THE EXCLUSIVE OPTION TO RENEW THIS CONTRACT AND WARRANTY FOR ONE YEAR AFTER THE EXPIRATION OF THE FIRST YEAR'S WARRANTY. THE RENEWAL FEE DUE AT THE EXPIRATION OF THE FIRST YEAR OF THIS CONTRACT SHALL BE \$2,400.- DUE AND PAYABLE ON OR BEFORE THE ANNIVERSARY DATE OF THIS AGREEMENT. THEREAFTER THE COMPANY MAY ADJUST THE ANNUAL RENEWAL FEE. THIS AGREEMENT MAY BE RENEWED ANNUALLY AFTER THE EXPIRATION OF THE SECOND ANNIVERSARY DATE BY THE MUTUAL CONSENT OF BOTH PARTIES.

THE COMPANY AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- PERFORMING THE WORK**
The Company agrees to treat the building(s) in complete compliance with applicable laws, rules and regulations of the Louisiana Structural Pest Control Commission and to inspect the property annually prior to the expiration of this agreement. The Company will exercise care while performing any work hereunder to try to avoid damaging any part of the property, plants or animals. Under no circumstances or conditions shall the Company be responsible for damage caused by the Company at the time the work is performed except those damages resulting from gross negligence on the part of the Company.
- DEFINITIONS - SEE REVERSE**
- INFESTATION**
Should an active infestation (meaning the presence of live insects) of the wood-destroying insects covered by this agreement occur in any portion of the building(s) covered by this agreement, the Company agrees to treat such infested portions within thirty (30) days of discovery of such infestation at the Customer's request at no additional charge to the Customer, except as otherwise noted within this agreement.
- COPTOTERMES (FORMOSAN TERMITES)**
To obtain control of Formosan termites it may be necessary to have walls, ceilings, and other parts of the structure dismantled in order to locate and destroy the infestation. Fumigation may be necessary to obtain control where the removal of the infestation is not possible or aerial infestation is probable. The Customer warrants full cooperation and is responsible for any additional costs associated with dismantling and/or fumigation, which may be necessary should soil treatment alone be ineffective.
- DRY-WOOD TERMITES (Kaloterms and Cryptotermes), POWDER POST BEETLES (Lyctidae, Bostrichidae, Anobiidae) or OTHER WOOD-BORING INSECTS.** If these insects are covered by this agreement, the Company cannot be held liable for any damage to the structure or its contents caused by these insects since fumigants used to treat a property for control of these insects are non-residual and any liquid treatments which may be applied are only spot treatments.
- CONDITIONS CONDUCTIVE TO INFESTATION**
The Customer warrants full cooperation with the Company during the term of this agreement, and agrees to maintain the area(s) treated free from any factors contributing to infestation, such as wood, trash, lumber, direct wood-soil contact, standing water under pier type structure, or as noted in item 13. The Customer also agrees to notify the Company of and to eliminate faulty plumbing, leaks and dampness from drains, condensation or leaks from the roof or otherwise into, onto or under said area(s) treated. Failure of the Customer to fully correct the above conditions may result in the nullification of this service agreement. Failure of the Company to note any of the above conditions to the Customer does not alter the Customer's responsibility under this paragraph.
- ADDITIONS OR ALTERATIONS**
This agreement covers the building(s) identified herein as of the date of the initial treatment. In the event the building(s) are structurally modified, altered, or otherwise changed, or if soil is removed or added around the foundation, the Customer will immediately notify the Company in writing. Failure to notify the Company in writing prior to any additions or alterations may terminate this agreement. Additional services because of any alteration may be provided by the Company at the Customer's expense, and can require an adjustment of the renewal fee.
- INSPECTION DIAGRAM**
The Company neither implies or guarantees that any area(s) shown to be infested or damaged, and indicated on an inspection graph completed at the time this agreement is entered into, represents all of the infestation or damage existing at that time. Likewise, the failure of a graph to indicate infestation or damage is not a warranty or guarantee that there is not infestation or damage at the time the inspection is made.
- LOUISIANA STRUCTURAL PEST CONTROL COMMISSION**
The Customer maintains the right to contact the Structural Pest Control Commission of the Louisiana Department of Agriculture and Forestry to arrange for an inspection of the property treated by Company as provided for by this contract.
- CHANGE IN LAW - SEE REVERSE**
- NON-PAYMENT**
The Customer agrees that upon default of any payment due by the Customer, the Company is relieved from further obligation under this agreement. The Customer also agrees to pay all reasonable collection fees, including attorney's fees, incurred by the Company in the event of the Customer's default.
- DAMAGE**
THE CUSTOMER UNDERSTANDS THAT DUE TO VARIOUS CONDITIONS PRESENT IN CONSTRUCTION EXISTING AT THE TIME THIS AGREEMENT IS MADE, AND THE POSSIBILITIES OF INFESTATION AND DAMAGE WHICH MAY OR MAY NOT BE VISIBLE TO THE COMPANY, THE COMPANY CANNOT BE HELD LIABLE FOR ANY PAST, PRESENT OR FUTURE DAMAGE TO STRUCTURE(S) OR ITS CONTENTS COVERED BY THIS AGREEMENT, CAUSED BY WOOD-DESTROYING INSECTS.
- SPECIAL OR ADDITIONAL COMMENTS** * Individual Bldg costs: 1490/1580 = \$9,685.-; 1244 = \$5,232.-; 1650 = \$4,238.-; 1750 = \$5,232.-; 1850 = \$5,232.-; CAS YACHT CLUB = \$1,787.-
- ENTIRE AGREEMENT - SEE REVERSE**

By signing this agreement, I the customer, certify that I have read the provisions above and on the reverse side and agree to all terms and conditions outlined therein.

3-16-07
Date

[Signature]
Customer

[Signature]
Company

3/19/07



I.P.M. TERMITE & PEST CONTROL

245-B PONTCHARTRAIN DR.

SLIDELL, LA. 70458

SLIDELL / ST. TAMMANY PARISH [TOLL FREE] : [985] 641-6133

NEW ORLEANS, LA. : [504] 525-7378

FAX : [985] 641-3648

Attention: Pete Conner

03-16-07

ANCHORAGE CONDOMINIUMS PEST CONTROL SERVICE AGREEMENT

The services to be rendered will include pest control for each of the residential units and common areas in the Anchorage Condominium Complex. Common areas include elevators, porches and walkways. The common pests covered are: mice, rats, roaches, ants, spiders, earwigs and silverfish. Services are all covered by call back guarantee, if a problem reoccurs we will return to perform additional service without additional cost, to you.* Services to be done on a quarterly basis.

Location Specifics: Slidell, La

BUILDING	UNIT DESCRIPTIONS / QUANTITY	QUARTERLY SERVICE CHARGE
1490 / 1580 HARBOR DR	23 STUDIOS; 43 [1 B.R.]; 16 [2 B.R.]	\$ 1,298.00
1244 HARBOR DR	8 [1 B.R.]; 53 [2 B.R.]	1,015.00
1650 HARBOR DR	18 [1 B.R.]; 39 [2 B.R.]	936.00
1750 HARBOR DR	18 [1 B.R.]; 39 [2 B.R.]	936.00
1850 HARBOR DR	6 [1 B.R.]; 39 [2 B.R.]	749.00

* Items not covered: No coverage is allowed for mosquito control

Additional service charges may be incurred for: flea infestation, individual units average cost \$65.

Ant, Flea & Spider infestation in exterior or grassy area, \$125 per application, minimum. Larger area :

Quote available upon request

Refused, individual quarterly service is still chargeable.

Service Technician to be accompanied to units by Condominium Personnel.

Billing to be submitted to : Anchorage Condominiums 1244 Harbor Dr., Slidell, La [copy of service report to be attached]

Billing is due and payable upon receipt.

Agreement is cancelable by either party, with written notice 90 days in advance.

Richard Marschke /Owner Operator
I.P.M. Termite & Pest Control

Date: _____

Print Name & Title

Signature

Anchorage Condominiums

3/19/07