

## TERMS AND CONDITIONS

**LIMITATION OF LIABILITY.** The liability of TORCO® for any claim, demand, or cause of action, whether in contract, tort, statutory or other basis, is expressly limited. **Liability is unequivocally limited to the retreatment of any areas of reinfestation.**

**SEVERABILITY.** In the event that any provision, term or condition contained in this Agreement is declared to be invalid, such declaration shall not affect the validity of any other provision, term or condition, all of which are severable.

**CONFIDENTIALITY & NON-ASSIGNABILITY.** The inspection report provided herewith is prepared for the sole, exclusive, and confidential use of customer. Any distribution to third parties is not authorized by TORCO and shall be done at customer's sole risk and liability. Customer agrees to indemnify and hold harmless TORCO for any claim advanced by any third party as a result of the distribution of the inspection report. Under no circumstance whatsoever shall any person other than customer rely on any information contained in the report, nor is any such person a third party beneficiary of customer herein.

**DISCLAIMERS.** The liability of TORCO under this Agreement will be terminated if customer breaches any term or condition herein, or prevents TORCO from fulfilling its responsibilities under this Agreement. **TORCO DISCLAIMS AND IS NOT RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL DAMAGES, INCLUDING LOST RENT OR PERSONAL INJURY. TORCO MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OTHER THAN THE INFORMATION CONTAINED IN THE INSPECTION REPORT OR GRAPH IF ANY.**

**PAYMENT TERMS.** Payment is due on or before the service date, and interest accrues thereafter at two percent per month. Customer agrees to pay all costs of collection, including attorneys fees, court costs, lien costs in the event of non payment.

**NOTICE OF CLAIMS.** Any claim made to Company shall be made in writing to Company's business address contained hereon within three days of discovery. Customer agrees that it will undertake no remedial action until such time as Company has been afforded the opportunity to inspect the alleged defect. Failure to do so shall operate as a full and complete bar and waiver of any and all claims customer may have.

**PERIOD OF LIMITATIONS.** Under no circumstance whatsoever shall customer be entitled to make any claim or demand of any kind after the expiration of thirty (30) days after the date of discovery of the infestation or date on which the infestation should have been discovered.

**ACCESS TO PROPERTY.** Customer agrees to grant TORCO access to the property, both in connection with the inspection and to evaluate any issues thereafter. Failure to allow TORCO such access will terminate and automatically waive customer's rights hereunder.

**ENTIRE AGREEMENT.** The Service Plan and Graph constitute the entire agreement between the parties. To the extent there are any other representations or statements, they are expressly disclaimed and are not binding on the parties.

**ARBITRATION.** The parties agree that any and all disputes or controversies that could arise between them or involving the inspection or treatment of the property, other than non payment or publication, shall be determined exclusively by arbitration, which shall be mandatory, binding, and exclusive. Neither party may sue the other, except to invoke or enforce the arbitration proceedings. Arbitration shall be conducted by the American Arbitration Association, and one arbitrator shall be an individual experienced in termite control, with credentials recognized by one of the national trade associations. The sole issue to be presented in such proceedings is whether TORCO's inspection was performed in a manner consistent with the *Standards of Practice and Code of Ethics* of the National Pest Management Association. If the inspection was so performed, the arbitrator(s) shall enter judgment in favor of TORCO. All costs, including reasonable attorneys fees, shall be awarded in favor of the prevailing party.

**SOCIAL MEDIA.** Customer shall not post any information whatsoever on any public media without the express written approval of company and agrees to liquidated damages of one thousand dollars per day during which any such information is published, in addition to all court costs, including attorneys fees, incurred to enforce this provision.

**GOVERNING LAW.** This Agreement shall be interpreted under the laws of Arizona. Venue shall lie exclusively in Pima County, Arizona.