

Diamond Pest Control, LLC

Dale Galatas, Owner
Pest Control Experts

243 Timber Ridge Dr.
Slidell, LA 70460

Office (985) 649-2247
Cell (985) 502-2078

Date 4/6/2021 Customer Phone # 985 649-5832
 Name DAMON EMUFFERING
 Address 5571 OLD SPANISH TRAIL
 City SLIDELL, LA 70458
 Serviced by: Jimmy Rickey
 Special Instructions / Remarks

PEST CONTROL OFFICES, BATHS.
INITIAL TERMITE

Terms	Amount
<input type="checkbox"/> Cash	\$ <u>682.00</u>
<input checked="" type="checkbox"/> Check <u>580</u>	<u>70.00</u>
<input type="checkbox"/> Charge	\$ <u>752.00</u>

Customer Signature [Signature]
Total Due \$ 752.00

Service _____ Type of Service _____
 Special Treatment
 Termite PAID
 Rodents
 Roaches - WILL CALL
 Fleas
 Initial
 Monthly
 BiMonthly
 Quarterly
 Renewal

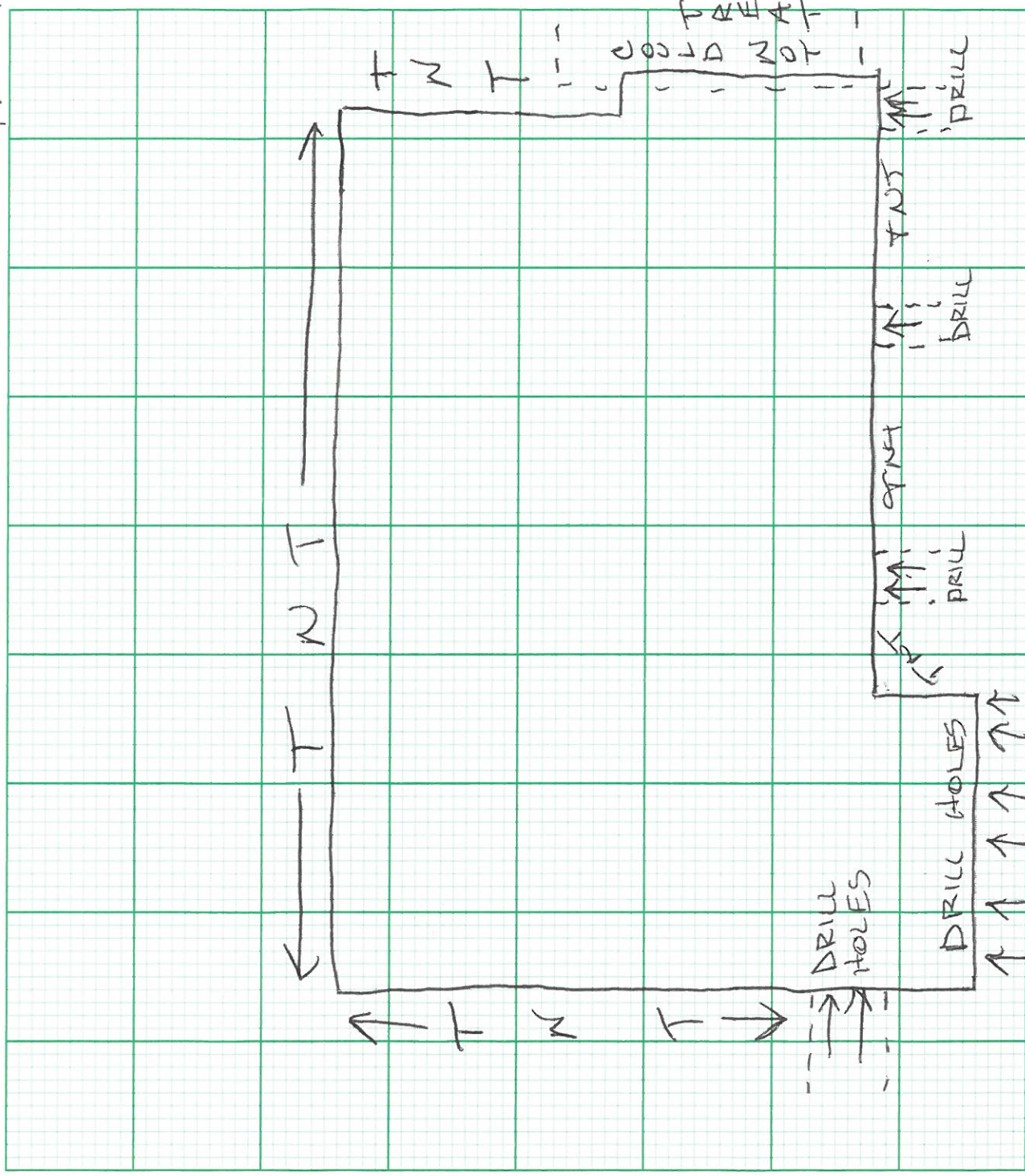
Chemical / EPA# _____ Chemical / EPA# _____
0.6 %
 Conquer 1021-1641-57076 88 gal used
 Onslaught 1021-1815 Talstar Prof. 279-3206
 Orthene 5481-8973 1.0oz Taurus SC 53883-279
 Talstar Granular 279-3206 Precor2000 2724-490
 Contrac Blox 12455-79

18240

84-15654 280
 Account No 6277250 Date 5-6-2021
 Name SPANISH TRAIL LLC
 Pay to the Order of DIAMOND PEST CONTROL \$ 752.00
 Dollars SEVEN HUNDRED FIFTY TWO
 HANCOCK WHITNEY
 For TERMITE & PEST.
[Signature]
 62772507 62772507

INSPECTION DIAGRAM

OWNER'S NAME DAMON ENGINEERING OCCUPANT DATE 4/6/2004
 BILLING ADDRESS _____
 TREATMENT LOCATION 554 OLD SPANISH TRAIL CITY SLODELL STATE LA ZIP 70458
 HOME PHONE _____ BUSINESS PHONE 985 649-5832 INSPECTED BY Rickey / Terry



THE DIAGRAM IS ONLY AN INITIAL REPORT AND MAKES NO REPRESENTATION OR GUARANTEE AS TO ITS SCALE. THIS INSPECTION IS MADE ON THE BASIS OF VISIBLE EVIDENCE OF EASILY ACCESSIBLE AREAS. WOOD DESTROYING INSECTS OR CONDUCTIVE CONDITIONS COULD BE PRESENT IN OR ON THE BUILDING BUT MAY NOT BE EASILY VISIBLE AT THE TIME OF INSPECTION. AREAS WHERE INFESTATIONS ARE INDICATED WILL HAVE SOME DAMAGE ASSOCIATED WITH THEM. THIS IS NOT A DAMAGE ASSESSMENT; SUCH EVALUATION SHOULD BE MADE BY A LICENSED REPAIR CONTRACTOR.

TYPE TREATMENT	TYPE CONSTRUCTION	FOUNDATION/WALL	FOUNDATION PIERS	EXTERIOR VENEER
<input checked="" type="checkbox"/> Post Construction	<input type="checkbox"/> Crawl	<input type="checkbox"/> Concrete	<input type="checkbox"/> Concrete	<input type="checkbox"/> Brick
<input checked="" type="checkbox"/> Reticulitermes	<input type="checkbox"/> Basement	<input type="checkbox"/> H B Open	<input type="checkbox"/> H B Open	<input type="checkbox"/> Stone
<input type="checkbox"/> Wood Boring Beetles	<input checked="" type="checkbox"/> Slab Type	<input type="checkbox"/> H B Capped	<input type="checkbox"/> H B Capped	<input type="checkbox"/> Plaster
<input type="checkbox"/> Vapor Barrier	<input type="checkbox"/> Floating	<input type="checkbox"/> Single Brick	<input type="checkbox"/> Brick	<input type="checkbox"/> Wood
<input checked="" type="checkbox"/> Formosan Termites	<input type="checkbox"/> Supported	<input type="checkbox"/> Double Brick	<input type="checkbox"/> Stone	<input type="checkbox"/> Vinyl or Metal Siding
<input type="checkbox"/> Drywood Termites	<input checked="" type="checkbox"/> Monolithic	<input type="checkbox"/> Triple Brick	<input type="checkbox"/> Wood	
<input type="checkbox"/> Pretreat				

LINEAR FEET 516 SQUARE FEET _____ GALLONS 88 TYPE OF CHEMICAL Fipronil % .06%

Type Infestation Key	GENERAL CONDITIONS			
DWT - Drywood Termite Activity	Air Ducts Penetrating Slab Floor?	Yes	No	Electricity Available?
ST - Active Reticulitermes	Remove Form Boards?	Yes	No	Bath Trap Opening?
PB - Powder Post Beetles	Are Termites Swarming?	Yes	No	Wood Step On Ground?
WB - Wood Borers	Wood Supports On Ground?	Yes	No	No. of Stumps To Remove?
M - Moisture Condition	Proper Clearance For Treating?	Yes	No	Shrubby?
X - Visible Damage	Make Access Opening?	Yes	No	No. Vents To Install?
FST - Active Coptitermes		Yes	No	Type Floor Covering

Inspectors Remarks: COULD NOT PROPERLY TREAT UNDER SHED ON RIGHT SIDE.

 LPCA-1 _____ LPCA © 1994

**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 DIAMOND PEST CONTROL LLC STATE: LA ZIP: 70460
 ADDRESS: 413 LINGERIDGE DR. SLIDELL
 TELEPHONE: (985) 649-2547 STRUCTURAL PEST CONTROL LICENSE NO: 09-4966-L
 CUSTOMER: DIAMOND ENGINEERING HOME PHONE NO.: ()
 MAILING ADDRESS: BUS. PHONE NO. 855 649-5832
 CITY: STATE: ZIP:
 PROPERTY ADDRESS OF STRUCTURE(S) TREATED: 554 OLD SPANISH TRAIL ZIP: 70458
 CITY: SLIDELL STATE: LOUISIANA
 BUILDING(S) TREATED: OFFICE BUILDING

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-Kalotermes and Cryptoterms 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 and reverse sides.

Customer Initials AS Date 5-10-21
 FOR THE SUM OF: \$ 670.00
 STATE FEE: \$ 15.00
 FEE: \$
 TOTAL: \$ 685.00
 ATTACHMENTS WHICH MAY FORM PART OF THIS AGREEMENT:
Yes WAIVER OF THE STATE SPECIFICATIONS
 OTHER (SPECIFY)
 CONTRACT DATE - BEGINNING: 4/10/2021

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 Customer and the 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 and finally by arbitration. The arbitration shall be conducted in accordance with the Louisiana Binding Arbitration Law, La. Rev. Stat. 9:4201 et seq. The arbitrator shall be a neutral third party mutually chosen by the Customer and the Company to hear their claims and render a decision. The arbitrator 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 Contract. 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 Contract (ii) loss of 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.

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 \$100.00 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 (Kalotermes and Cryptoterms), 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 CONDUCIVE TO INFESTATION**
 The Customer warrants full cooperation with the Company during the term of this agreement, and agrees to maintain the areas(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 nor guarantees that any areas(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** Could not properly treat under shed on right side
- 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.

5-10-21 [Signature] Customer
[Signature] Company
 Date