

AGREEMENT

THIS AGREEMENT is entered into as of _____(date) between 1-800-INSECTS, LLC, a limited liability Ohio company, and _____ 1-800-INSECTS, LLC is the owner of 1-800-467-3287 ("Number") and has created a Membership Group ("1-800-INSECTS, LLC") which allows its Members to benefit from 1-800-INSECTS's value-added services such as area code routing (which allows Members to use the number exclusively in their assigned market areas;) cooperative print, radio or other media advertising; review and audit of 800 telephone traffic; and consulting and marketing services for effective advertisement of the vanity 800 number; and Member desires to join the 1-800-INSECTS, LLC group. Under the following terms and conditions, 1-800-INSECTS, LLC may also, at its own expense, advertise for a Member using Member's company name.

Market Area and Terminating Number: Subject to all of the terms and conditions of this Agreement, Member has the exclusive right to receive all telephone calls placed to the Number from the Member's assigned territory(ies) (zip codes.) If the Member desires to expand the Market Area it must enter into an additional telephone number lease agreement with 1-800-INSECTS, LLC. Member's calls will ring to the Terminating Number(s) listed below. In the event Member needs the Terminating Number to be changed, Member must call 614-294-1624 with the change.

Terms: One (1) Month from date of activation. **Renewals:** To protect Member's rights granted in this Agreement for use of the Number, this Agreement automatically renews at the end of each term for an additional One (1) Month term, unless Member wishes to terminate in accordance with the termination provisions set forth below. Member always has the right to renew this Agreement unless there is a default under the terms and conditions herein.

Payments and Late Fees: The total fixed monthly service fee will be billed to Member's credit card monthly. If a credit card charge is declined, the Member is subject to a late fee of \$15 per payment. Failure to provide 1-800-INSECTS with a viable credit card number may be considered Default by Member.

Increases: 1-800-INSECTS, LLC will not increase the Fixed Monthly Fee during the first two years of the Agreement. Thereafter, 1-800-INSECTS, LLC has the right to increase the Monthly fees at their discretion by 3 to 5 percent per year after the initial two-year period.

Termination: Member may terminate this Agreement at the end of the initial term or any One (1) Month term thereafter by notifying 1-800-INSECTS, LLC in writing of Member's intention to do so at least 30 days prior to the end of the term or any subsequent term.

Default by Member: Member will be responsible for all outstanding invoices and late fees, the fixed monthly fees for the remaining committed term, and any and all reasonable collection costs.

Construction: This Agreement expresses the entire understanding between the parties and may not be modified, except by an Agreement in writing signed by the parties hereto. This Agreement shall be construed in accordance with the substantive laws of the State of Ohio. Jurisdiction and venue for any action at law under this Agreement shall lie exclusively in Columbus, Ohio.

Service: Member understands and agrees that 1-800-INSECTS, LLC shall not be responsible for any loss or interruption of service due to events beyond the control of 1-800-INSECTS, LLC, including without limitation service breakdowns, switching problems, line problems, line maintenance and the like. Member further understands and agrees that 1-800-INSECTS, LLC shall have no monetary or other responsibility for any loss or damage suffered by the Member, whether actual, consequential or otherwise, resulting from or connected to events beyond the control of 1-800-INSECTS, LLC.

Telephone Costs: Member will be billed for calls received on the Number. Member is responsible for all telephone costs and any applicable taxes, fees or tariffs now in place or imposed in the future.

<u>DESCRIPTION OF CHARGES</u>	<u>MONTHLY FEE</u>		<u># OF TERRITORY(IES)</u>		<u>FIXED MONTHLY FEE</u>
Total Fixed Monthly Fees	\$ 250	X	_____	=	\$ _____

MEMBER INFORMATION

Member: _____

Address: _____ City: _____ State: _____ ZIP: _____

Telephone No: _____ Fax No: _____ Email: _____

Company Type: Corporation Partnership LLC Sole Proprietorship Company Tax ID or Soc Sec No: _____

TERMINATING TELEPHONE NUMBER: _____

Credit Card No: _____ Expiration Date: _____ Type: Visa___ MC___ AE___

Print Name: _____ Three digit code: _____

Signature: _____ Accepted by: _____

If you have questions or would like an additional territory, contact Mark Swepston at 1-800-INSECTS or 614-294-1624 (office) or 614-314-3200 (cell.)