

# Your Company Name

Address  
City, State, Zip  
Phone

## Subterranean Termite and Wood Destroying Organism Agreement

**Termite Damage Repair Contract:** This contract provides for the retreatment and repair of subterranean termite infested areas of covered structure only within the limits of this contract.

**Termite Retreatment Only Contract:** This contract provides only for retreatment of subterranean termite infested areas of covered structure. Your Company Name will not be responsible for repair of damages to covered structure under any circumstances.

Owner Name	Date	
Address of Covered Structure		
City	State	Zip
Phone	Email	

Your Company Name will issue coverage specified in this contract at an initial fee of \$ \_\_\_\_\_. This contract is renewable annually for a fee of \$ \_\_\_\_\_ for a total period of 5 years. At the end of each 5 year period, Your Company Name will provide an additional treatment to the covered structure. There will be an additional charge for this treatment. Your Company Name reserves the right to revise the annual renewal fee at the end of any contract year upon written notice to owner.

This warranty will cover the treated structure(s) and will be subject to the terms and conditions specified in this contract. This limited warranty is in effect for an initial 12 months following the initial treatment and payment in full. The warranty may be extended in 12 month intervals by paying the annual renewal fee in full on or before the anniversary date of the contract. Failure to pay the annual renewal fee on or before expiration of the previous years warranty period will result in the termination of this contract.

During the effective period of this warranty, Your Company Name will perform inspections on the treated structure(s) at least annually. Owner agrees to make the property accessible to Your Company Name for the performance of these inspections.

This warranty is transferable to new owners of the covered structure free of charge. Your Company Name must be notified within 10 days after transfer of ownership. If the new owners fail to contact Patriot Pest Management and sign an updated Subterranean Termite and Wood destroying Organism Agreement within these 10 days, the warranty will be terminated and Your Company Name is released from all responsibilities within this contract.

### \$25,000 Damage Protection Warranty Retreatment and Repair

Subject to this agreement and the terms and conditions of this contract, the covered structure(s) will be warranted against new subterranean termite damage up to \$25,000. Your Company Name will retreat and repair new damage to the covered structure at no charge to owner providing the following:

- At least 120 days have passed from date of initial treatment. This period allows for control product to effectively eliminate active infestations (both discovered and hidden) from the treated structure(s).
- Live subterranean termites are visibly evident in the damaged area. Unless live termites are discovered in the affected area, the damage will be deemed old and not covered under this warranty.
- Verification of the evidence by Your Company Name before it is altered or destroyed.
- Repair work must be authorized in writing by Your Company Name prior to commencement.

### Retreat Only Warranty

Subject to this agreement and the terms and conditions within this contract, Your Company Name agrees to retreat any re-infestation of subterranean termites discovered in the treated structure(s) at not cost to owner for the effective period of this warranty. Owner expressly agrees that Your Company Name will not be responsible for any repairs to the covered structure under any circumstances.

**By signing below, owner is acknowledging that they have read and understand this entire agreement and agrees to all terms and conditions within, including Terms and Conditions on the reverse of this document.**

Signed and accepted

Date

Your Company Name

Date

## GENERAL TERMS AND CONDITIONS

### 1. ENTIRE AGREEMENT

It is understood and agreed between the buyer and Your Company Name that this agreement constitutes the entire agreement and that said agreement may not be changed or altered in any manner, oral or otherwise unless alteration or in change is writing and executed by the owner of Your Company Name.

### 2. NONPAYMENT/DEFAULT

The buyer understands that Your Company Name assumes no liability under this agreement and that any warranty herein is invalid and of no force until the work contemplated in this agreement is completed and payment thereof has been made in full. In the case of non-payment or default by the buyer, interest at the highest rate will be assessed for the period of the delinquency.

### 3. EXISTING DAMAGE

Your Company Name is not responsible for either visible damage or hidden damage existing as of the date of this contract. Your Company Name does not guarantee that damage disclosed on inspection report represents all of the existing damage due to the fact that damage may exist in areas inaccessible to a visual inspection.

### 4. WATER LEAKAGE/STRUCTURAL DEFECTS/CONDUCTIVE CONDITIONS

If water leakage, structural defects, and/or other conditions conducive to termite infestation are subsequently discovered and those conditions contributed directly to an infestation, Your Company Name shall be relieved of all liability for treatment and/or repairs set forth in this contract. Buyer agrees to correct any conducive condition discovered within a timely manner. If the buyer elects not to correct the condition, Your Company Name shall have no further obligation under this agreement. Ariel infestations of Subterranean or Formosan Termites are expressly not covered.

### 5. CONDUCTIVE CONDITIONS

Conductive conditions include but are not limited to: water leaks of any kind,(roof, plumbing, exterior or foundation wall intrusions), wood to ground contact, excessive settling of the foundation, shrubbery or other vegetation growing against foundation, (not to include turf), firewood or other stored lumber within 6" of foundation.

### 6. ALTERATIONS/ADDITIONS

This agreement covers only the structure(s) depicted in the original treatment graph. In the event that the structure is modified, altered or any soil is removed within 6" of the foundation, it is required that buyer contacts Your Company Name for instructions and/or proper treatment necessary to protect the structure. Additional treatment may require and additional charge. Failure to do so will immediately terminate this agreement

### 7. HARDWOOD FLOORING

This warranty does not cover wood flooring over concrete. Your Company Name assumes no responsibility for the repair of damage to wood flooring over concrete.

### 8. NOTICE OF CLAIM/ACCESS TO PROPERTY

Any claim under the terms of this agreement will be made immediately in writing to Your Company Name. Your Company Name is only obligated to perform wider this agreement provided the buyer allows Your Company Name access to the covered property for any purpose contemplated in this agreement including but not limited to reinspection, retreatment whether the inspection or treatment was requested by the buyer or deemed necessary by Your Company Name

### 9. SPECIFIC COVERAGE

This warranty specifically covers infestations of Eastern Subterranean Termites (*Reticulitermes*) and Formosan (*Coptotermes Formosanus*) originating from the soil. This warranty expressly does not cover including but not limited to Drywood Termites, Powderpost Beetles, Wood Decay Fungi.

### DISCLAIMER

Your Company Name's obligations under this warranty will be terminated Your Company Name is prevented from fulfilling it's obligations set forth in this agreement due to acts of God, acts of war, acts of government authority or other circumstances beyond the control of Your Company Name