

# TERMITE BAITING SERVICE AGREEMENT

**Your Company Name**

Address  
City, State, Zip  
Phone

DATE

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS.

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND THE REPAIR OF DAMAGE CAUSED BY WOOD DESTROYING ORGANISMS WITHIN THE LIMITS STATED IN THIS CONTRACT.

THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN A LACK OF TERMITE PROTECTION.

BUYER'S NAME (TO APPEAR ON GUARANTEE)

NAME (AGENT)

STREET ADDRESS (TO APPEAR ON GUARANTEE)

BILLING ADDRESS

CITY STATE ZIP

CITY STATE ZIP

HOME PHONE BUSINESS PHONE

HOME PHONE BUSINESS PHONE

STRUCTURE:  RESIDENTIAL  COMMERCIAL  OTHER \_\_\_\_\_ GRAPH DATE \_\_\_\_\_

**SERVICES:** Your Company Name (The Company) is hereby authorized to install the baiting system to the premise(s) described above for Subterranean Termites as shown in the graph and specifications sheet attached hereto. This contract expressly excludes the control or elimination against Formosan Termites, Drywood Termites, Aerial (above ground) infestation of any kind, or any other Wood Destroying Organisms such as, but not limited to, Carpenter Ants, Wood Boring Beetles, Powder Post Beetles and Wood Decaying Fungi.

**SERVICE COMMITMENT:** The Company shall, in compliance with all applicable federal, state and local laws:

- A. Install termite bait stations in the soil around the perimeter and/or inside the structure(s) specified above (The "Structure(s)").
- B. Monitor those stations as needed during the term of this contract and according to manufacturer's specifications.
- C. During the term of this contract, add termite bait to and remove it from the stations as appropriate.
- D. Provide periodic reports indicating our findings and recommendations to the structure(s).
- E. Reinspect the structure annually.

State regulations require specific treatment standards to be performed for liquid termiticide treatments. As the purchaser, I understand these will not necessarily be performed due to the fact that this treatment system is a conceptually different type of termite treatment.

**PURCHASER UNDERSTANDING OF PERFORMANCE OF THE BAITING SYSTEM:**

I understand that:

The baiting system involves monitoring, colony elimination or control with termite bait, and subsequent monitoring for continuous protection from new termite activity. Colony elimination or control is anticipated, but cannot be assured, to occur within (12) months from the commencement of the program. During the interval(s) between installation of the baiting stations and elimination or control of existing colonies, termite feeding within the Structure(s), possibly involving additional structure damage, should be expected to occur. Intervals of from a few weeks, to several months should be expected between:

- A. Installation of the baiting stations and sufficient termite activity to allow of termite bait, and
- B. Addition of termite bait and complete elimination or control of the termite colony; and therefore,
- C. Total time from initial installation to colony elimination or control may be from 9 months to over 12 months.

**RENEWAL:** This warranty may be renewed for the life of the structure(s), provided that the monitoring fee is paid on or before the end of the previous service period, and upon mutual agreement of the purchaser and Company. The Company reserves the right to adjust the monitoring fee after the second year.

**IMPORTANT:** I have read the explanation of the guarantee to be issued, including the limitations and restrictions of the guarantee contained on the back of this page. The attached graph, specifications and back of this agreement contain important provisions which are part of this agreement. By signing below, I agree with these terms and conditions.

THE COST OF THIS TREATMENT SHALL BE AS FOLLOWS:

INITIAL TREATMENT.	\$ _____
STRUCTURAL MODIFICATIONS	\$ _____
ANNUAL MONITORING FEE.	\$ _____
TOTAL	\$ _____

<input type="checkbox"/> CASH	LESS DEPOSIT	\$ _____
<input type="checkbox"/> CHECK	BALANCE	\$ _____
<input type="checkbox"/> CREDIT CARD	EXP _____	AUTH CODE _____
CC# /		
TYPE _____		

Customer acknowledges receipt of one (1) exact copy of this agreement:

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

Accepted by the Customer:

Company Representative:

(X) \_\_\_\_\_ (LS.) \_\_\_\_\_

## "BUYER'S RIGHT TO CANCEL"

In accordance with all applicable state regulations and the rules of the Federal Trade Commission, CFR 429, you have the right to cancel this contract at any time prior to midnight of the third (3) business day from this contract. To cancel this transaction, mail or deliver a signed and dated copy of this contract which can serve as a cancellation notice or any other written notice, or send a telegram to:

[Your Company Name & Address Here](#)

NOT LATER THAN MIDNIGHT OF: \_\_\_\_\_

I HEREBY CANCEL THIS TRANSACTION: Date: \_\_\_\_\_ Buyer's Signature: \_\_\_\_\_

### **RETREATMENT & REPAIR GUARANTEE (SEE FRONT FOR TYPE OF GUARANTEE TO BE ISSUED)**

Subject to any limitations or restrictions set forth in the Graph and Specifications and to the general terms and conditions below and the following provisions, the Company will put into effect a retreat & repair guarantee which obligates the Company subject to a \$250.00 deductible, to retreat and to repair any new damage to any structure or contents caused by Subterranean Termites only after one (1) year from the date of original treatment, and only after the Company has inspected the property and found no active termites in its baiting program. Once control has been established, then the damage provision of the warranty will take effect. The damage repair will be available provided that said damaged areas are infested with live Subterranean Termites, that it is during the effective period of my guarantee and that if it occurs within the confines of the foundation walls of the structure and adjacent areas, and unless expressly identified as covered, and does not pertain to support members, steps, wood decks adjacent to the structure, hot tubs, lattice work, landscaping timbers, fences, or any other wooden appurtenances associated with this structure. All these are excluded from the damage warranty. Such areas will be covered for retreatment only. I understand I can hold the Company responsible for repairs only when they are made with the Company's written approval, and under the Company's supervision and control. I understand that the Company's liability for repairs is limited to structural and content damage only, and that the Company's obligations shall not exceed actual cost of repairs and or replacement. The Company is not responsible for the repair of visible or inaccessible damage as of the date of this contract. This guarantee expressly excludes Formosan Termites, Drywood Termites, Aerial (above the ground) infestation of any kind, or any other Wood Destroying Organisms such as but not limited to Carpenter Ants, Wood Boring Beetles, Powder Post Beetles and Wood Decaying Fungi.

### **RETREATMENT ONLY GUARANTEE (SEE FRONT FOR TYPE OF GUARANTEE TO BE ISSUED)**

Subject to any limitations or restrictions set forth in the Graph and Specifications, and to the General Terms and Conditions below and the following provisions, the Company will put into effect a Retreatment Guarantee which obligates the Company, at no extra cost to me, to apply any necessary additional treatment to my building if an infestation of Subterranean Termites is found during the effective period of my guarantee, I understand that the Company's obligations under this Guarantee is limited to retreatment only. I expressly release the Company from any obligation to repair any damages to my structure or its contents by an infestation of Subterranean Termites. This expressly excludes Formosan Termites, Drywood Termites, Aerial (above the ground) infestation of any kind, or any other Wood Destroying Organisms such as but not limited to Carpenter Ants, Wood Boring Beetles, Powder Post Beetles and Wood Decaying Fungi.

**A. DEFINITION OF CONDUCTIVE CONDITION:** Conducive condition can be defined as (but not limited to) any condition around, in, or under building or structure that favors the presence of termites, such as areas where there is structural wood to ground contact, wood debris in crawl space, excessive moisture, improper ventilation and stucco/veneer/RBI below grade. (See D #6 and #7 below).

### **B. PROPERTY OWNER'S RESPONSIBILITIES:**

1. Owner will allow timely and convenient access to property to perform necessary treatments, service and inspection.
2. Owner will make necessary corrections to property as recommended to prevent new and correct existing conducive conditions as defined in Section A.
3. Owner will keep the baited/monitored areas free from any factors contributing to infestations, such as wood, debris, lumber, standing water, etc.
4. Owner will not apply or contract to apply any insecticide to baited/monitored areas and will disclose to the Company any and all prior and future pesticide treatments.
5. Owner will pay to replace missing and/or damaged stations.
6. Owner will not move, open or handle monitor stations, bait tubes, or any part of the system.

### **C. OWNERSHIP OF BAIT STATIONS**

1. All of the components of the Baiting System ("Components") are and will remain the property of the Company. The purchaser has no rights to any of the components, other than the right to their use as installed by the Company on the purchaser's premises under this plan. The Baiting has NO residual effect and infestation is possible after its removal.
2. On the expiration or termination of this Agreement, the Company or its representative are authorized by the Purchaser to retrieve from the Purchaser's premises the Stations and other Components contained therein for appropriate disposition.

### **D. GENERAL TERMS AND CONDITIONS**

1. The Termite Baiting program is designed to reduce and/or eliminate termite activity to the extent required to provide the structure with protection from future infestation. Achievement of this and result may take several months or in some cases longer depending on the size and number of termites colonies present the number of conducive conditions, the treatment method used, and the number of stations used and their placement. Additional damage may occur during this because of the nature of the control program. The Company reserves the right to substitute or modify this program.
2. This agreement covers the premises diagrammed on the attached Graph and Specifications as of the date of the initial treatment, and in the event that the customer effects structural changes to the treated premises, disturbs the surrounding grounds and/or constructs additional structure on the premises, including but not limited to guest houses, swimming pools, tennis courts, landscaping and landscaping timbers, etc., after the date of initial treatment, this agreement shall terminate unless customer gives the Company advance notice of such construction and agrees to pay such additional amounts as are necessary to maintain the efficiency of the system for all structures on the premises. The Company may also adjust the Monitoring Fee in accordance with such additional structures and/or construction.
3. Customer shall promptly advise the Company in the event that any of the monitoring or bait stations are damaged or removed for any reason so as to facilitate the repair or replacement of the same. Any cost incurred including the labor and materials shall be the responsibility of the customer at a current cost of \$10.00 per station plus labor.
4. Although the Company will exercise reasonable care installing, inspecting or removing the bait stations, Customer agrees to hold the Company and its agents harmless for any landscaping blemishes damages to plumbing or electric conduit.
5. This agreement is not valid unless actual work is performed and paid for as promised in this agreement. Should Customer fail to pay as agreed, the Company is released from liability and a collecting fee equal to the price of the work performed as indicated in the contract, plus a removal fee of \$10.00 per station will be assessed. The customer agrees to pay all costs of collection including but not limited to interest on unpaid balance equal to 1.75% (21% per year) per month, court costs, legal fees, collection fees and reasonable attorney's fees.
6. Rigid Board Insulation Provision Rigid board insulation, foam board, and similar materials such as polystyrene and polyisocyanurate (hereinafter collectively referred to as "RBI") are conducive to infestation by wood destroying organisms. RBI can provide a pathway for wood destroying organisms into structures. Many times, RBI is hidden and not detectable due to coverings such as stucco and siding, or when RBI is between joints, walls or foundations. The presence of RBI in structures makes it difficult, and sometimes impossible, to control infestations by wood destroying organisms. If RBI exists in the structure covered by this agreement, the Company, will use its best efforts to control subterranean termites pursuant to its subterranean retreatment termite agreement. However, the Company will not be obligated to continue to retreat the structure once it becomes apparent to the Company that RBI is preventing its treatments from effectively controlling subterranean termites at the structure. In no event will the Company, be responsible for infestation or damage which occurs due to RBI.
7. Structural and mechanical defects, which result in water leakage or moisture build up in interior areas or through, the roof or exterior wall of the premises may destroy the effectiveness of the Company's treatment, thereby permitting ground or aerial infestation to continue after the date of the initial treatment. If such a condition is discovered, I agree not to hold the Company responsible for any damage repairs and to correct the structural or mechanical defect(s) at my expense. Failure to do so after instructed will cause this agreement to be null and void as of that date. The Company will, upon completion of said repair, provide additional treatment deemed necessary to control the infestation in the area.
8. The Property Owner understands and agrees that the property was not inspected for any fungi other than wood decaying fungi, and no opinion on health related effects or indoor air quality has been provided or rendered.
9. **ARBITRATION:** the purchaser and Company agree that in event of a dispute between either party, the settle by mutual arbitration pursuant to the **YOUR STATE UNIFORM ARBITRATION ACTS**. Purchaser also agrees to first notify the Company of any dispute and allow reasonable time, up to, 90 days for corrections.
10. It is understood and agreed between both parties that this contract, the attached Graph and Specifications and the Guarantee constitute the complete agreement between the parties and that said agreement may not be changed or altered in any matter, oral or otherwise by an representative to the Company unless alteration or change be in writing and executed by a Corporate Officer of the Company under its corporate seal.