

Your Company Name

Address
City, State & Zip
Phone number(s)

Subterranean Termite Control SERVICE AGREEMENT (RETREATMENT ONLY)

Includes all species of Subterranean Termites (Family Rhinotermitidae):
Reticulitermes spp., *Heterotermes spp.*, *Coptotermes spp.* (Formosan)

Name		Service Phone	
Contact Name	Work Phone & Name	Work Phone & Name	
Service Address City, State, Zip			
Mailing Address City, State, Zip			
Email Address			
Description of Structure(s) <input type="checkbox"/> Residential <input type="checkbox"/> Commercial			

Job Specifications	TERMITE TREATING SPECIFICATIONS AND COMPLETION RECORD
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|--------------------------|--------------------------|-----|--------------------------|--|-----------|--|
| | ↓ | | ↓ | | Completed | |
| <input type="checkbox"/> | <input type="checkbox"/> | 1. | <input type="checkbox"/> | Debris - wood and cellulose - Remove from crawl space and place in trash pickup area. | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. | <input type="checkbox"/> | Outside foundation walls - Trench and rod soil adjacent to walls where possible and treat. Back fill trench. | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. | <input type="checkbox"/> | Inside foundation wall, piers, chimney bases, fireplaces, and soil pipes - Trench and rod adjacent soil where possible and treat. | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. | <input type="checkbox"/> | Foundation wall - hollow block or brick - Drill into voids and flood void areas. | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. | <input type="checkbox"/> | Veneer - brick or stone - Drill approx. 12" interval and flood void areas. | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. | <input type="checkbox"/> | Piers - Brick or hollow block or brick - Drill into voids and flood void areas. | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. | <input type="checkbox"/> | Chimney or fireplace bases - Drill approx. 12" interval and flood void areas. | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. | <input type="checkbox"/> | Attached slab, stone, brick or tile areas - adjacent to foundation walls - Drill at approx. 12" intervals, pressure treat. Refill holes. | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. | <input type="checkbox"/> | Dirt fills - porches, steps, etc. - Short rod and/or vertical drill approx. 12" intervals, pressure treat with chemical. Refill holes. | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. | <input type="checkbox"/> | Termite mud tunnels - Scrape off all visible mud tunnels. | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. | <input type="checkbox"/> | Expansion joints - Short rod thru foundation wall and pressure treat along expansion joint as indicated on the graph. Refill holes. | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. | <input type="checkbox"/> | Expansion joints - Vertical drill thru slab at approx. 12" intervals adjacent to inside foundation wall. Pressure treat. Refill holes. | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 13. | <input type="checkbox"/> | Bath trap - install trap or remove access plate, treat soil with chemical or drill thru foundation wall and treat. | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 14. | <input type="checkbox"/> | Perimeter Plus / Termidor | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 15. | <input type="checkbox"/> | South Carolina Official Waiver of Standards required. | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 16. | <input type="checkbox"/> | _____ | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 17. | <input type="checkbox"/> | _____ | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 18. | <input type="checkbox"/> | _____ | | |

Your Company Name reserves the right to make reasonable alterations to the specifications shown herein when, in the opinion of the technician, such alterations are necessary to achieve the proper control. Such alterations will not affect the agreement price.

This Agreement is based solely upon what Your Company Name was able to see during its inspection and areas it was able to access during its inspection. Your Company Name cannot identify or address all damages which may be present. Visible evidence of damage or termite activity is subject to change. Your Company Name is a professional pest control company only and its employees are not contractors or structural engineers. Your Company Name does not make an evaluation of damage or comment on the structural integrity of a structure. Your Company Name is not qualified, authorized or licensed to inspect for health-related molds or fungi and has not inspected the structure for that purpose. As addressed more fully on the other side of this Agreement, Your Company Name is not responsible for damage or termite activity which occurs in areas of the structure subject to moisture problems, rot, fungi or mold. It would be prudent to have the entire structure inspected by a licensed structural expert and an industrial hygienist.

Your Company Name agrees to furnish labor and materials to complete the above proposal in accordance with the terms of this Agreement for the sum of \$ _____. This Agreement is for a term of one year and may be renewed annually or semi-annually. The Agreement may be renewed annually with Your Company Name and Owner's consent for the sum of \$ _____ (Annual Renewal Fee) OR Agreement may be renewed semi-annually for the sum of \$ _____ (Semi-Annual Renewal Fee).

Owner has read and accepts the attached graph and the terms and conditions of this Agreement, including those appearing on the other side of this page. Your Company Name is authorized to do the work as specified.

Owner's Signature _____ Date _____

Your Company Name _____ Date _____

Date Completed _____ Technician _____

Manager _____ Date _____

TERMS OF AGREEMENT

Your Company Name and Owner agree as follows:

1. Subject to the terms stated herein, this Agreement shall be in force for a period of one year from the date of the initial treatment provided full payment is made by the Owner.
2. This Agreement may be renewed annually. Should this Agreement be renewed, Owner must pay the Annual Renewal Fee. Failure to pay Annual Renewal Fee within 60 days after the anniversary date of this Agreement shall void the Agreement without privilege of reinstatement. The Annual Renewal Fee will not change for the first three annual renewal periods, but thereafter, shall be subject to revision.
3. Your Company Name agrees that if this Agreement is renewed, it will reinspect annually and provide additional treatment as necessary for the control of subterranean termites only, including any booster treatment that may be needed every 5 to 7 years.
4. It is understood and agreed that the graph and this Agreement constitute the complete agreement between Your Company Name and Owner. THERE ARE NO AGREEMENTS OR WARRANTIES EXPRESSED OR IMPLIED EXCEPT THOSE STATED HEREIN AND SPECIFICALLY THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. If at any time, additions or alterations are made to the described structure, Owner must notify Your Company Name so that Your Company Name can treat the addition or alteration. If Owner fails to give Your Company Name such notice, this Agreement shall immediately become null and void. Treatment of these additions or alterations will be made at the additional expense of Owner.
6. **NOTICES** - All notices may be sent to the Buyer at his mailing or street address set forth above in the service location. However, it is customers responsibility to renew this termite bond annually in their anniversary month.
7. **PROPERTY DAMAGE** - The Buyer acknowledges that damages to real and personal property may occur in the course of treatment even with the exercise of due care, and agrees that Your Company Name, shall not be responsible for any property damage (including damage to roof) unless caused willfully or by gross negligence.
8. **COST OF COLLECTION** - The defaulting party shall be responsible for the costs of collection of any sums due to Your Company Name, including reasonable attorney's fees for collection trial and appellate services.
9. Owner warrants full cooperation with Your Company Name during the life of this Agreement and agrees to maintain the structure free from any factor contributing to termite infestations, such as foam insulation at foundation, earth-wood contact, faulty grade, firewood against structure, insufficient ventilation, moisture, wood debris in crawl space, wood mulch, tree branches touching structures, landscape timbers, and wood rot. Should these or other conditions exist which contribute to termite infestation, corrective measures should be taken by Owner in order to reduce the chances of infestations by subterranean termites and the need for treatment. If corrective measures are not taken, Your Company Name reserves the right to cancel this Agreement.
10. Your Company Name's liability shall be terminated should Your Company Name be prevented from fulfilling its responsibilities under the terms of this Agreement by reason of acts of war, whether declared or undeclared, acts of any duly constituted governmental authority, strikes, acts of God, or refusal of the customer to allow Your Company Name access to the structure for the purpose of reinspecting or carrying out the terms and conditions of this Agreement.
11. This warranty is transferable at no charge to subsequent owners only with the express written consent of Your Company Name, with an exchange of address, phone numbers and information necessary for maintaining proper termite control service. Subsequent owners will be bound by the Agreement, and Owner agrees to notify Your Company Name promptly of any such transfer and to inform the subsequent owner of the terms of this Agreement.
12. **ARBITRATION:** Any claim, dispute or controversy between Your Company Name and Owner shall be fully and finally resolved by final and binding arbitration. Your Company Name and Owner intend that this clause be as broad as possible, and any and all disputes between them be resolved arbitration rather than litigation. Your Company Name and Owner understand that this is a knowing waiver of their rights to a jury trial. Nothing in this Agreement shall be construed to be inconsistent with this clause, or to allow either party to litigate a dispute. The arbitration result shall be final and binding, and for purposes of enforcement may be entered as a judgment in any court which has jurisdiction over Your Company Name and Owner.
The arbitration shall take place in Charleston County, South Carolina. The arbitration shall take place before a single arbitrator, unless Your Company Name and Owner agree differently. If Your Company Name and Owner are unable to agree on an arbitrator, they shall move the Court of Common Pleas for Charleston County for the appointment of an arbitrator. The arbitration shall take place pursuant to the South Carolina Arbitration Act, S.C. Code Ann. Sec. 15-48-10 et seq., and the arbitrator shall have subpoena powers. Any dispute regarding the procedure of the arbitration shall be referred to the arbitrator as well.
13. This Agreement is to be governed by and interpreted according to South Carolina law. There are no other agreements or promises between Your Company Name and Owner other than those expressed herein.