

Subterranean Termite Management DAMAGE REPAIR AGREEMENT

Includes all species of subterranean termites
Reticulitermes spp., Heterotermes spp., Coptotermes spp. (Formosan)

NAME _____ SERVICE PHONE _____

CONTACT NAME _____ CELL # _____ WORK # _____

TREATMENT ADDRESS _____

CITY _____ STATE _____ ZIP _____

MAILING ADDRESS _____ SERVICE PHONE _____

CITY _____ STATE _____ ZIP _____

DESCRIPTION OF STRUCTURE _____

ADDITIONAL STRUCTURES _____

Job Specifications Completion TREATMENT STANDARDS AND SPECIFICATIONS RECORD

<input type="checkbox"/>	<input type="checkbox"/>	Outside foundation walls - trench and rod soil adjacent to foundation where possible
<input type="checkbox"/>	<input type="checkbox"/>	Hollow block or brick - drill into voids and flood void areas at 12" intervals
<input type="checkbox"/>	<input type="checkbox"/>	Attached slabs - vertically drill at 12" intervals and flood voids - patch holes
<input type="checkbox"/>	<input type="checkbox"/>	Dirt fills - drill vertically and/or short rod at 12" intervals - patch holes
<input type="checkbox"/>	<input type="checkbox"/>	Expansion joints - vertically drill through slab at 12" intervals - patch holes
<input type="checkbox"/>	<input type="checkbox"/>	Expansion joints - short rod through foundation walls at 12" intervals - patch holes
<input type="checkbox"/>	<input type="checkbox"/>	Piers - drill and flood hollow voids - trench and flood soil adjacent to pier
<input type="checkbox"/>	<input type="checkbox"/>	Inside foundation walls - trench and rod soil adjacent to foundation wall
<input type="checkbox"/>	<input type="checkbox"/>	Debris in crawl space - remove all cellulose debris and place in approved area
<input type="checkbox"/>	<input type="checkbox"/>	Termite mud tubes - scrape off all mud tubes
<input type="checkbox"/>	<input type="checkbox"/>	Bath traps/plumbing pipes - install access plate and treat soil under and around pipes
<input type="checkbox"/>	<input type="checkbox"/>	Form/batter boards - remove all form/batter boards
<input type="checkbox"/>	<input type="checkbox"/>	<i>South Carolina Official Waiver of Standards required</i>
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

General Conditions

This contract between Your Company Name and customer covers only the structure(s) listed above. No out buildings, detached garages, decks, or other structure at the above address are covered by this contract unless specified in writing.

NOTE: All references to termites apply to subterranean termites only. This contract does not provide protection from or coverage for any other wood destroying organism, insect or any other pest.

For the sum of \$ _____, Your Company Name will provide the necessary service to protect the identified structure(s) against the infestation of subterranean termites. This contract does not cover any infestation of, or damage by, any other wood destroying organism other than those identified hereinabove. THIS CONTRACT IS VOID WITHOUT AN ATTACHED COMPLETED GRAPH OF THE TREATED STRUCTURE: This contract may be renewed annually for a renewal fee of \$ _____ as specified in paragraph 3 on the back of this contract.

Payment plan (check one)

- 1. Payment in full by Check, Visa, or Mastercard and receive a 5% discount off the total price of the job.
- 2. One-half (1/2) down payment (\$ _____) followed by two (2) equal monthly payments (\$ _____) of the balance (interest free)
- 3. One third (1/3) down payment (\$ _____) followed by three (3) equal monthly payments (\$ _____) of the balance (interest free)

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 _____

YOUR COMPANY NAME AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS

- 1. SELECTION OF TREATMENT:** Your Company Name agrees to apply a standard stand-alone treatment of a liquid termiticide to the structure(s) listed above. Such treatment will be in accordance with the directions of the manufacturers of the chemicals, U.S. EPA approved labels and the requirements of federal and state laws and regulations.
- 2. PERFORMING THE WORK:** Your Company Name agrees to perform in a workman-like manner. Your Company Name will exercise reasonable care while performing any work hereunder to try to avoid damaging any part of the structure(s), plants or animals. Under no circumstances or conditions shall Your Company Name be responsible for damage caused by Your Company Name at the time the work is performed.
- 3. RENEWAL FEE & INSPECTION:** Your Company Name will perform a visual inspection of the structure(s) annually. The inspection will be of readily accessible areas. Your Company Name will not open walls, remove floor coverings or move furniture. This contract will renew on an annual basis unless either party gives notice in writing, at least thirty (30) days prior to the anniversary date, of its election not to renew the Contract. Your Company Name reserves the right to adjust the renewal fee annually after the first three (3) year period. Customer shall have the right to terminate this Contract, notwithstanding the thirty (30) day notice requirement, upon receipt of Your Company Name's notice of increase in fees.
- 4. CONDITIONS CONDUCIVE TO INFESTATION:** Customer warrants full cooperation with Your Company Name during the term of this Contract, and agrees to maintain the treated area(s) free from any factors contributing to infestation, such as wood, trash, lumber, direct wood-soil contact, or standing water. Customer also agrees to notify Your Company Name 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. Your Company Name reserves the right to terminate this Contract if customer fails to correct any condition, including, but not limited to, the conditions listed above, which contribute or may contribute to infestation. Your Company Name is not responsible for any damage caused to the structure(s) treated as a result of any said conditions. Your Company Name shall be released from any further obligation under the Contract upon notice of termination to Customer. Failure of Your Company Name to note herein any of the above conditions to Customer does not alter Customer's responsibility under this paragraph, or waive Your Company Name's right to terminate this Contract.
- 5. ADDITIONS OR ALTERATIONS:** This Contract covers the structure(s) identified above as of the date of the initial treatment. Prior to the structure(s) being structurally modified, altered, or otherwise changed, or if soil is removed or added around the foundation, Customer will immediately notify Your Company Name in writing. Such additions may result in the need for additional treatment of the premises. Your Company Name reserves the right to terminate this Contract if Customer fails to notify Your Company Name of any modification, alteration or change to any structure(s). Additional services because of any addition or alteration shall be provided by Your Company Name at Customer's expense, and may require an adjustment in the annual renewal fee at the option of Your Company Name.
- 6. CHANGE IN LAW:** This Contract shall be interpreted, regulated, and adjudicated in accordance with applicable federal, state, and local laws and regulations as they exist at the time this Contract is executed. Should any federal, state, or local law or regulation change regarding Your Company Name's services or treatment, Your Company Name is authorized to take whatever steps are necessary to be in compliance with said laws.
- 7. NON-PAYMENT:** Customer agrees to pay Your Company Name's invoices upon receipt. Your Company Name reserves the right to terminate this Contract if payment is not received within thirty (30) days of the date of invoice. In the event legal action is necessary to collect any amount due Your Company Name, Your Company Name shall be entitled to recover from Customer all reasonable attorney's fees and expenses, in addition to any outstanding amounts due Your Company Name.
- 8. EXISTING DAMAGE:** Your Company Name is not responsible for the repair of either visible damage (noted on attached graph) or of hidden damage existing as of the date of this Contract. The attached graph covers only those areas that were visible, accessible and unobstructed at the time of inspection and does not cover areas such as, but not limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, ceilings, furniture, equipment, appliances, stored articles, or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure. Because damage may be present in areas which are inaccessible to a visual inspection, Your Company Name does not guarantee that the damage disclosed on the attached graph represents all of the existing damage as of the date of this Contract.
- 9. DAMAGE:** Your Company Name shall not be responsible for (1) any past or existing damage to the structure(s) or its contents at the date of this contract caused by wood-destroying organisms or insects, whether visible or hidden, or (2) any costs or expenses incurred by Customer as a result of such damage, or (3) any damage caused by or related to any of the conditions described in paragraph 4 above. If at any time during the term of this Contract, subterranean termites appear and infest this structure(s), Your Company Name agrees to repair any and all new termite damage to the treated structure(s) (i.e., damage where live termites are found by a company representative) at the expense and direction of Your Company Name with the total repair and retreatment obligation to Your Company Name limited to \$250,000. Your Company Name's obligation to perform under this paragraph shall arise only if all the conditions herein are met. Your Company Name WILL NOT REPAIR ANY HIDDEN DAMAGE DISCOVERED AFTER CONTRACT DATE UNLESS LIVE ACTIVE INFESTATION IS FOUND. Your Company Name will not repair any existing damage identified on the graph attached hereto.
- 10. NOTICE OF CLAIMS, ACCESS TO PROPERTY:** Any claim under the terms of the Contract must be made immediately in writing to Your Company Name. Your Company Name is only obligated to perform under this Contract if the Customer allows Your Company Name access to the identified structure for any purpose contemplated by the Contract, including but not limited to reinspection, whether the inspection was requested or considered necessary by the Customer or required by the Contract and requested or considered necessary by Your Company Name.
- 11. ENTIRE CONTRACT:** Attachment(s), if any, together with this Contract signed by Your Company Name and Customer at the time the Contract is entered into, constitutes the entire Contract between the parties and no other representations or statements, whether oral or written, will be binding upon the parties.
- 12. DISCLAIMER:** A. Your Company Name's liability under this Contract will be terminated if Your Company Name is prevented from fulfilling it's responsibilities under the terms of this Contract by circumstances or causes beyond the control of Your Company Name.
B. This Contract provides for protection of subterranean termites only.
C. Your Company Name disclaims any liability for special, incidental, or consequential damage. THERE ARE NO GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT THOSE SPECIFICALLY STATED HEREIN. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 13. TRANSFERABILITY:** This Contract shall terminate upon transfer of ownership of the described structure(s). A new contract may be issued by Your Company Name to a new Purchaser provided the new Purchaser signs a contract as purchaser and signs a graph showing condition of structure(s) at transfer, a fee is paid to cover administrative costs of transfer, the expiration date remains the same as under the original contract, and payment of a renewal fee as established by Your Company Name.
- 14. TERMINATION:** Your Company Name's liability under this Contract shall be terminated and Your Company Name will be excused from the performance of any obligations under this Contract should Your Company Name be prevented or delayed from fulfilling its responsibilities under the terms of this Contract by reasons or circumstances reasonable beyond its control, including, but not limited to, acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God or refusal of Customer to allow Your Company Name access to the structure(s) for the purpose of reinserting or carrying out the terms and conditions of this Contract.
- 15. SEVERABILITY:** If any part of this Contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Contract shall remain in full force and effect.
- 16. SPECIFIC EXCLUSIONS:** The Contract does not cover and Your Company Name will not be responsible for
 - (1) Damage resulting from moisture conditions, including but not limited to, fungus, whether visible or not.
 - (2) Damage resulting from wood in direct contact with soil, whether visible or not.
 - (3) Damage resulting from stucco, synthetic stucco, EIFS and/or expanded foam materials in contact with soil and/or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
 - (4) Damage resulting from masonry failure or grade alteration(s).
 - (5) Damage and/or treatment caused by infested wood and/or furniture introduced into the structure after initial treatment.
 - (6) Personal expenses such as lodging, meals, transportation, etc. incurred as a result of treatment, retreatment and/or damage repair.
 These specific exclusions are in addition to the other exclusions contained in this Contract.

Your Company Name _____

Customer's Initials _____

17. CHEMICAL SENSITIVITY: If Customer or other occupants of the structure(s) or adjacent buildings believe they are or may be sensitive to pesticides/termiticides or their odors, Customer must notify Your Company Name in writing, in advance of treatment, including whether Customer or other occupants have consulted with a medical doctor or other healthcare provider regarding such sensitivity. Your Company Name reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide notification represents Customer's assumption of risk and waiver of any claims against Your Company Name in connection with such sensitivity. By signing this Contract, I, the Customer, certify that I have read and fully understand the provisions on the front and back of this Contract, and the attached graph, with all its terms and conditions without limitations, and it being specifically understood that Your Company Name and the undersigned are bound only by the terms of this Contract and not by any other representation(s) oral or otherwise.

Date _____

Customer _____

Date _____

By (Your Company Name) _____

BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.