

**PRE-CONSTRUCTION
STANDARD CONTRACT FOR TREATMENT OF SUBTERRANEAN TERMITES**

Approved by the Louisiana Structural Pest Control Commission of the Louisiana Department of Agriculture & Forestry as to compliance with La. R.S. 3:3361 et seq. and LAC 7XXV.101 et seq.

PEST CONTROL COMPANY: _____

ADDRESS: _____ STATE: _____ ZIP: _____

TELEPHONE NO.: (____) _____ STRUCTURAL PEST CONTROL LICENSE NO.: _____

CUSTOMER: _____ HOME PHONE NO.: (____) _____

MAILING ADDRESS: _____ BUS. PHONE NO.: (____) _____

CITY: _____ STATE: _____ ZIP: _____

PROPERTY ADDRESS OF STRUCTURE(S) TREATED: _____

CITY: _____ LOUISIANA ZIP: _____

BUILDING(S) TREATED: _____

One building per contract (no fences, detached garages or out-buildings at above treatment addresses are included in this agreement unless specified in writing in this agreement)

ATTACHMENTS WHICH MAY FORM PART OF THIS AGREEMENT:

By initialing next to the checked box, you agree that you have reviewed the attached documents.

- _____ INSPECTION/TREATMENT DIAGRAM (REQUIRED)
- _____ WAIVER
- _____ OTHER (SPECIFY) _____

FOR THE SUM OF:	\$ _____
STATE FEE:	\$ _____
OTHER:	\$ _____
TOTAL:	\$ _____

CONTRACT DATE - BEGINNING: _____

CUSTOMER TO PAY AS FOLLOWS: _____

TREATMENT OF SUBTERRANEAN TERMITES (RETICULITERMES, COPTOTERMES) WITH A DAMAGE REPAIR WARRANTY

I fully understand and agree that this contract pertains only to the control of the insects indicated above. The company does not accept responsibility for the control of wood destroying insects not contracted and agreed to. I fully understand and agree to the terms and conditions in this contract.

Customer Initials Date

GENERAL CONDITIONS

THE PEST CONTROL COMPANY (HEREAFTER REFERRED TO AS THE "COMPANY") WARRANTS ITS WORK PERFORMED ON THE ADDRESS LISTED ABOVE FOR NO LESS THAN ONE YEAR. THE OWNER, LESSEE, MANAGER OR AGENT (HEREAFTER REFERRED TO AS "CUSTOMER") OF THE ADDRESS RECEIVING TREATMENT RETAINS THE EXCLUSIVE OPTION TO ANNUALLY RENEW THIS CONTRACT AND WARRANTY FOR UP TO FOUR YEARS. THE RENEWAL FEE DUE AT THE EXPIRATION OF THE FIRST YEAR OF THIS CONTRACT SHALL BE \$ _____ DUE AND PAYABLE ON OR BEFORE THE ANNIVERSARY DATE OF THIS AGREEMENT. THEREAFTER THE COMPANY MAY ADJUST THE ANNUAL RENEWAL FEE UPON THE EXPIRATION OF THE 5TH YEAR OF THIS AGREEMENT; THE COMPANY RESERVES THE RIGHT TO CHANGE THE TERMS OF THE WARRANTY FROM A DAMAGE REPAIR AND RETREATMENT GUARANTY TO A RETREATMENT GUARANTY ONLY. NOTICE TO CUSTOMER OF CHANGE IN THE TERMS OF THE GUARANTY WILL BE MADE BY COMPANY AT THE TIME OF THE ANNUAL RENEWAL OF THE AGREEMENT.

THE COMPANY AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. PERFORMING THE WORK

The company agrees to treat the building(s) in complete compliance with applicable laws, rules and regulations of the Louisiana Structural Pest Control Commission which **includes treating the outside foundation wall within twelve months of initial treatment.** The company will exercise care while performing any work hereunder to try to avoid damaging any part of the property, plants or animals. Under no circumstances or conditions shall the Company be responsible for damage caused by the Company at the time the work is performed except those damages resulting from gross negligence on the part of the Company.

2. DEFINITIONS – SEE REVERSE

3. DAMAGE

While this service agreement is in effect, the Company will be responsible for subterranean termite (Reticulitermes and Coptotermes) damage to both slab and pier structures (excluding contents) that were treated at the beginning of or during their construction where active infestation is discovered except under conditions as noted below.

- a. This agreement does not carry a guarantee or warranty for treatment or repairs of damage caused by aerial infestation(s) of subterranean termites (Reticulitermes and Coptotermes) with no visible ground contact.
- b. To obtain control of aerial infestations it may be necessary to have walls, ceilings and other parts of the structure dismantled in order to locate and destroy the infestation(s). Fumigation may be necessary to obtain control where removal of the infestation is not possible. The Customer warrants full cooperation and is responsible for additional costs associated with the conditions stated above.
- c. The Customer warrants full cooperation with the Company during the term of this agreement, and agrees to maintain the area(s) treated free from any factor contributing to infestations, such as wood, trash, lumber, direct wood-soil contact, standing water under pier type structure, or as noted in Item 11. The Customer also agrees to notify company 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. Failure of the Customer to fully correct the above conditions may result in the nullification of this service agreement. Failure of the Company to note any of the above conditions to the Customer does not alter the Customer's responsibility under this paragraph.
- d. This agreement covers the building(s) identified herein as of the date of the initial treatment. In the event the building(s) is structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, the Customer will immediately notify the Company in writing. Failure to notify the Company within thirty (30) days of any additions, modifications or alterations will terminate this agreement and release the Company from all damage guarantees and warranties. Additional services because of any addition, modification or alteration may be provided by the Company at the Customer's expense, and may require an adjustment in the renewal fee.
- e. The company's liability for property damages shall be limited to the cost of repairs (labor and materials only) and in no event shall the Company's liability for property damages exceed the limits of insurance required under La R.S. 3:3367 (C). All claims for property damage for which the Company may be responsible shall be agreed to in writing by both parties prior to construction or renovation.
- f. After pre-treatment, if structure does not meet minimum specifications or it is so constructed that it cannot be adequately treated and the customer, after being notified in writing, refuses to correct these conditions within sixty (60) days, this contract is null and void.
- g. If the treated building is not in compliance with any change, modification, revision or added municipal or state building code, regulation, ordinance or law from that body of applicable regulation, which was in effect and controlling at the time the damage, building or any other component thereof was built, installed or constructed, the company will not be responsible for any increased cost attributable to repairs deemed necessary to bring the treated building into compliance with said change, modification, revision or added municipal or state building code, regulation, ordinance or law from that body of applicable regulation. Further, the company will not be responsible for any cost attributable to a variance or enforcement of an ordinance or law, including zoning and usage. Additionally, if an infestation of termites covered by this contract occurs, and the infestation is determined to be a result of a building code violation, then the company is not responsible for termite damage that occurred as a result of said violation.

4. INFESTATION - SEE REVERSE

5. INSPECTION/TREATMENT DIAGRAM – SEE ATTACHED

6. ARBITRATION

The Customer and the Company shall agree that any controversy or claim between them arising out of or relating to this agreement shall be settled exclusively and finally by arbitration. The arbitration shall be conducted in accordance with the Louisiana Binding Arbitration Law, La. R.S. 9:4201 et seq. The arbitrator shall be a neutral third party mutually chosen by the Customer and the Company to hear their claims and render a decision. The decision of the arbitrator shall be a final and binding resolution of the disagreement, which may be entered and made enforceable by any court of competent jurisdiction. The parties hereto agree that neither party shall sue the other over anything contained in this agreement except for enforcement of the arbitrator's decision. In no event shall either party be liable to the other for indirect, special or consequential damages or loss of anticipated profits.

7. LOUISIANA STRUCTURAL PEST CONTROL COMMISSION

The Contractor and Customer maintains the right to contact the Structural Pest Control Commission of the Louisiana Department of Agriculture and Forestry to arrange for an inspection of the property treated by Company as provided for by this agreement.

8. CHANGE IN LAW – SEE REVERSE

9. NON-PAYMENT

The Customer agrees that upon default of any payment due by the Customer, the Company is relieved from further obligation under this agreement. The Customer also agrees to pay all reasonable collection fees, including attorney's fees, incurred by the Company in the event of the Customer's default.

10. ENTIRE AGREEMENT

Attachment(s), if any, together with this agreement signed by the Company and Customer at the time the agreement is entered into, constitute the entire agreement between the parties and no other representations or statements, whether oral or written, will be binding upon the parties.

11. SPECIAL OR ADDITIONAL COMMENTS – SEE REVERSE

Treatment of wood destroying insects is prescribed after inspection, evaluation and discussion. I fully understand the explanation of the target insect(s) being treated, as given to me. I also understand that the company does not accept responsibility for the control of wood destroying insects not contracted for control by this company. By signing this agreement, I, the Customer, certify that I have read the provisions above and on the reverse side and agree to all the terms and conditions outlined therein.

By: _____

CONSUMER'S RIGHT TO CANCEL

IF THIS AGREEMENT WAS SOLICITED AT YOUR RESIDENCE AND YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY MAILING A WRITTEN NOTICE TO THE SELLER. THE NOTICE MUST STATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGNED THIS AGREEMENT. IF YOU CANCEL, THE COMPANY MUST RETURN ALL OF YOUR CASH-DOWN PAYMENT. THE NOTICE MUST BE MAILED TO:

PEST CONTROL COMPANY ADDRESS: _____

2. DEFINITIONS

“**Aerial infestation**” is the presence of an infestation of subterranean termites (*Reticulitermes* and *Coptotermes*), which remain active when free of visible soil contact.

“**Baiting**” means the application of material in the ground surrounding the structure and/or inside the structure on which the termite may feed.

“**Fumigation**” means the involved task of covering or sealing a structure and the application of a gas or the release of chilled or heated atmosphere to eradicate certain pests.

“**Minimum (treatment) specifications**” refers to the rules and regulations for the treatment of structures for wood destroying insects as promulgated by the Structural Pest Control Commission of the Louisiana Department of Agriculture and Forestry. For a copy of minimum (treatment) specifications, contact the Louisiana Department of Agriculture and Forestry or visit www.ldaf.state.la.us.

“**Pre-construction treatment**” means a termiticide treatment for subterranean termites made with a commission approved termiticide prior to the stage of construction where a slab or concrete is poured or piers are being built or placed into position; provided borate treatments during any stage of construction shall be considered a pre-construction treatment. **This treatment shall also include treatment to the outside foundation wall (perimeter treatment) within 12 months of initial treatment at no additional cost to the customer.**

“**Renewal**” an agreed payment made on or before the anniversary date of this agreement, which continues this agreement for an additional year.

“**Spot treatment**” when used in reference to this agreement means a localized application of chemicals or other substances to attempt to control, prevent, or eradicate subterranean termites in a residence or other structure.

“**Subterranean termites**” for the purposes of this agreement are *Reticulitermes* and *Coptotermes* termites.

“**Treat (treatment)**” means the application of pesticides or other measures to attempt to control, prevent or eradicate subterranean termites in a residence or other structure.

4. INFESTATION

Should an active infestation (meaning the presence of live insect(s) of the subterranean termites covered by this agreement occur in an portion of the building(s) covered by this agreement, the Company agrees to treat such infested portions within thirty (30) days of discovery of such infestation at the Customer’s request at no additional charge to the Customer, except as otherwise noted within the contract.

8. 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.

11. SPECIAL OR ADDITIONAL COMMENTS

Customer Initials

Date