

PLEASE SIGN AND RETURN ONE COPY WITH PAYMENT

STUART'S PEST CONTROL, INC.

700 COLLEGE • SOUTH HOUSTON, TEXAS 77587
(713)944-2347 TDA #364

Date: -----

Amount: \_\_\_\_\_

Customer:

Sales Tax:

Address:

Total: \_\_\_\_\_

City: \_\_\_\_\_

Subterranean Termite Post-Construction Treatment Disclosure For Each Estimate

State:

Zip:

When an estimate or proposal for termite treatment is submitted to a consumer the PCO must provide the following written disclosure information: a detailed diagram showing exactly what will be treated, the exact treatment specifications, linear feet and/or square feet of treatment, terms of the warranty or guarantee, chemical label, chemical volume to be used, and chemical percentage of solution to be used.

Definitions of Treatment

A subterranean termite treatment may be a partial treatment or spot treatment, these types of treatments are defined as follows:

Partial Treatment

This technique allows a wide variety of treatment strategies but is more involved than a spot treatment. (See definition below.) Ex: treatment of some or all of the perimeter, bath traps, expansion joints, stress cracks and bait locations.

Pier and Beam: Generally defined as the treatment of the outer perimeter including porches, patios and treatment of the attached garage. In the crawl space, treatment would include any soil to structure contacts as well as removal of any wood debris on the ground.

Slab Construction: Generally defined as treatment of the perimeter and all known slab penetrations as well as any known expansion joints or stress cracks.

Spot Treatment

Any treatment which concerns a limited, defined area less than ten (10) linear or square feet that is intended to protect a specific location or "spot". Often there are adjacent areas susceptible to termite infestation which are not treated.

For all treatments there will be a graph showing exactly what will be treated. Treatment specifications and warranties for those treatments may vary widely. Review the pesticide label provided to you for minimum treatment specification. If you have any questions, contact the pest control company of TDA Structural Pest Control Services, P.O. Box 12847, Austin, TX 78711-2847. Telephone number (866)918-4481.

Baiting System

This type of treatment may include interior and/or perimeter placement of monitoring or baiting stations along with routine inspection intervals. The baiting technique may include one or more baiting locations as prescribed by the product label and instructions.

WARRANTY information provided includes the complete details any warranty provided and the following:

- \* Time Period of Warranty
\* Renewal Options and Cost
\* Obligations of the Contracting Parties
\* Condition that could develop which would void the warranty.

If the warranty does not include the entire structure, the areas included in the warranty are:

(See graph, page 2) \_\_\_\_\_

A copy of the consumer information sheet has also been provided.

Additional Information

Before conducting a termite treatment the company will present a complete termite treatment disclosure.

In addition to the information listed above the following must also be included but not be limited to:

- \* Additions to the diagram that include areas of WDI evidence, conducive conditions, type of construction, construction details and inaccessible or obstructed areas.

The Structural Pest Control Board of the State of Texas requires all pest control companies to obtain your signature on a disclosure statement when a wood destroying insect inspection or a termite treatment is done on your property. TDA STRUCTURAL PEST CONTROL SERVICES, AUSTIN TX, 78711-2847. (866) 918-4481.

When a termite treatment or inspection is performed on your property you must receive a disclosure statement, consumer information sheet, graph of the structure treated or inspected, label of the chemical used, and the details of the warranty.

There is no warranty against insect or rot damage included in an inspection report. Stuart's warranties are not transferable. Any alterations to the structure will void any warranty on the structure. Stuart's does not sell structural insurance. Stuart's does not give damage estimates or repair cost estimates.

Any areas of the property that are treated by Stuart's will be noted on the graph along with the amount of chemical used. Only the areas labeled on the graph as treated are warranted against termite infestation.

The treated area is warranted from \_\_\_\_\_ to \_\_\_\_\_.

A label of \_\_\_\_\_ termiticide(s) is enclosed.

The concentration of the termiticide(s) to be applied at this location is \_\_\_\_\_

Estimated number of Gallons Used Minimum Number of Bait Stations Installed: \_\_\_\_\_

Use the following symbols on the diagram of the structure: E-Evidence of Infestation; A-(active); P-(previous); S-Subterranean Termite; F-Formosan Termite; C-Conducive Conditions.

Areas to be treated, drilled, rodded, trenched or baited \_\_\_\_\_

(Example: Use an "X" for drilled, "0" for trenched and "R" for rodded)

THE PURCHASER AND STUART'S AGREE THAT ANY CLAIM BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE SETTLED EXCLUSIVELY BY ARBITRATION. SUCH ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES THEN IN FORCE OF THE AMERICAN ARBITRATION ASSOCIATION. THE DECISION OF THE ARBITRATOR SHALL BE A FINAL AND BINDING RESOLUTION OF THE DISAGREEMENT WHICH MAY BE ENTERED AS A JUDGEMENT BY ANY COURT OF COMPETENT JURISDICTION. NEITHER PARTY SHALL SUE THE OTHER WHERE THE BASIS OF THE SUIT IS THIS AGREEMENT OTHER THAN FOR THE 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. CUSTOMER UNDERSTANDS THAT STUART'S DISCLAIMS ANY IMPLIED WARRANTIES. CUSTOMER AGREES THAT STUART'S

STRUCTURE OR ITS CONTENTS CAUSED BY TERMITES OR MOISTURE.

I have received the documents listed in paragraph two and I understand the warranty limitations as they are written in the preceding document.

Customer Signature

Technician Signature

Certification No.