



1-800-273-6050 ~ Tel: 201-865-7799 ~ Fax: 201-348-4015



SUBTERRANEAN TERMITE BAITING CONTRACT (PAGE 1 OF 3)
THIS CONTRACT DOES NOT PROVIDE FOR THE REPAIR OR REPLACEMENT OF DAMAGE

SERVICE ADDRESS	BILLING INFO. (If Different)

BUILDING (S) BAITED: 1 Family Residential

No fences, detached garages or outbuildings at above service address are included in this agreement unless specified in writing in this agreement. SEE ATTACHED INSPECTION DIAGRAM FOR BUILDING (S).

I fully understand and agree that this contract pertains only to the control of Subterranean Termites. Paramount Exterminating does not accept responsibility of 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:** _____

The attached inspection diagram is a part of this service agreement. Other attachments, which may form part of this agreement (specify):

GENERAL CONDITIONS

PARAMOUNT EXTERMINATING AGREES TO SERVICE THE MONITOR / BAIT SYSTEM ON THE ADDRESS LISTED ABOVE FOR NO LESS THAN TWO-YEARS. THE INITIAL TERM OF THIS AGREEMENT WILL RUN FOR TWO-YEAR FROM THE INITIAL INSTALLATION OF THE SYSTEM. THE COST OF THE INITIAL INSTALLATION AND FIRST TWO-YEAR OF COVERAGE IS INDICATED BELOW; SUBSEQUENT TO THE TWO- YEAR PERIOD A SERVICE AGREEMENT EXTENSION IS AVAILABLE TO THE OWNER. THIS AGREEMENT MAY BE RENEWED ANNUALLY AFTER THE SECOND YEAR BY THE MUTUAL CONSENT OF BOTH PARTIES. PARAMOUNT EXTERMINATING RESERVES THE RIGHT TO REVISE THE ANNUAL RENEWAL FEE AFTER THE THIRD YEAR OF SERVICE AND EACH ANNUAL PERIOD THEREAFTER, UPON NOTICE TO THE CUSTOMER. ALL BAITING EQUIPMENT AND SUPPLIES SHALL REMAIN THE PROPERTY OF PARAMOUNT EXTERMINATING. AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

Initial ADVANCE Termite Bait System Installation \$
Annual Renewal \$

1. PERFORMING THE WORK

A. Most baiting systems involve three stages:

- 1) Monitoring – Initial installation of stations and detection of termite activity. Paramount Exterminating will install monitoring stations around the above referenced structure(s). Paramount Exterminating will monitor the stations on a periodic basis. Paramount Exterminating may report on excessive moisture, fungus and/or decay that may reasonably come to its attention during monitoring, as these conditions may be conducive to termites and detrimental to the effectiveness of the baiting system.
- 2) Baiting – Placement of termite bait in the stations during periods of termite activity during monitoring. If Paramount Exterminating becomes aware of sufficient termite activity in the monitoring stations; Paramount Exterminating will then bait the stations with termite bait. Paramount Exterminating will continue to monitor and bait until there is no evidence of termite activity in the stations. Paramount Exterminating may also spot treat specific areas where there is termite activity with liquid termiticide.
- 3) Ongoing Monitoring – Subsequent monitoring for protection from termites with possible additional baiting. As long as this contract remains in force, Paramount Exterminating will continue to monitor all stations, as the label requires, in case of re-emergence of subterranean termites.

B. Paramount Exterminating Co. agrees to bait the building(s) with ADVANCE Termite Bait System, registered bait, in complete compliance with the label and all applicable laws, rules and regulations. Paramount Exterminating will exercise care while performing any work hereunder to avoid damaging any part of the property, plants or animals. Under no circumstances or conditions shall Paramount Exterminating be responsible for damage except those damages resulting from gross negligence on the part of Paramount Exterminating.

The following program will be rendered:

- ☐ As a supplement to a liquid termiticide barrier treatment as described on the label and labeling.
- ☐ As a stand-alone treatment for subterranean termites in lieu of a **liquid termiticide barrier soil treatment**, as described on the label and labeling.
- ☐ As a stand-alone treatment for subterranean termites in lieu of a **direct liquid termite wood-treatment**, as described on the label and labeling.



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SUBTERRANEAN TERMITE BAITING CONTRACT (PAGE 2 OF 3)

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2. CONDITIONS CONDUCIVE TO INFESTATION

The Customer warrants full cooperation with Paramount Exterminating during the term of this agreement, and agrees to maintain the structure(s) and the area baited free from any conditions considered conducive to infestation, such as wood to ground contact, form boards left in place, excessive moisture, debris under or around structure, grade level too high, insufficient clearance in crawl space, expansion joints or cracks in slab, wood rot / wood fungus, heavy foliage, planter boxes abutting structure, poor drainage, insufficient ventilation, stucco on wire lathe on frame and/or rigid foam board and/or expanded foam materials which are in contact with the soil 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, standing water under pier type structure, or as noted in additional comments. Paramount Exterminating also agrees to notify customer of faulty plumbing, leaks, and dampness from drains, gutters, down spouts, and condensation or leaks from the roof or otherwise into, onto, or under said area(s) baited. Failure of the Customer to fully correct the above conditions may result in the mollification of this service agreement. Failure of Paramount Exterminating to note any of the above conditions to the Customer does not alter the Customer's responsibility under this paragraph. Water leakage in treated areas, and leakage in interior areas or through the roof or exterior walls of the identified structure(s), may destroy the effectiveness of the treatment, and is conducive to new infestation. The Customer is responsible for making timely repairs as are necessary to stop leakage. If Customer elects not to repair said defects then Paramount Exterminating shall have no further obligation under the Agreement.

3. ADDITIONS OR ALTERATIONS

This agreement covers the structure(s) identified on the inspection diagram as of the date of the initial baiting. Prior to the building(s) being structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if any tampering of baiting equipment and supplies occurs, the Customer will immediately notify Paramount Exterminating in writing. Failure to notify Paramount Exterminating in writing of the conditions listed above will terminate this agreement. Additional service required because of any addition or alteration may be provided by Paramount Exterminating at the Customer's expense, and can require an adjustment in the renewal / monitoring fee.

4. NOTICE OF CLAIMS, ACCESS TO PROPERTY

Any claim under the terms of this agreement will be made immediately in writing to the Paramount Exterminating at its office. Paramount Exterminating is only obligated to perform under this Agreement provided the Customer allows Paramount Exterminating access to the identified structure for any purpose contemplated by this Agreement, including but not limited to reinspection, whether the inspection was requested by the Customer or considered necessary by Paramount Exterminating.

5. 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. In the event of a change in existing law as it pertains to the services promised herein, Paramount Exterminating reserves the right to revise the annual renewal fee or terminate this Agreement.

6. NON-PAYMENT

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

7. DAMAGE

Paramount Exterminating shall not be responsible for: any past, existing, or future damage to the structure(s) indicated on the attached diagram. Paramount Exterminating does not guarantee the damage disclosed on the attached diagram represents all of the existing damage, as of the date of the Contract.



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SUBTERRANEAN TERMITE BAITING CONTRACT (PAGE 3 OF 3)

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8. INSPECTION DIAGRAM

The attached inspection diagram indicates areas of termite activity found by Paramount Exterminating's inspection. The Customer is advised and warned that because of the nature of subterranean termites, there may be damage that is not visible and not indicated on the diagram.

9. ENTIRE AGREEMENT

Attachment, if any, together with this agreement and the Inspection Diagram signed by Paramount Exterminating and Customer at the time the agreement is entered into, constitute the entire agreement between the parties and no other representation or statements, whether oral or written, will be binding upon the parties. This agreement can only be changed in writing by mutual agreement of both parties.

10. DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

Paramount Exterminating disclaims any liability for special, incidental or consequential damages or loss of anticipated profits. The Guarantees stated in the Agreement are given in lieu of any other guarantee or warranties express or implied, including any warranty of merchantability or fitness for a particular purpose.

11. THE OWNERSHIP AND REPLACEMENT OF COMPANY TERMITE BAITING SYSTEM COMPONENTS

The Customer understands that all of the components of the Advance Termite Baiting System ("Components") are and will remain the property of Paramount Exterminating. If any of the Components are repeatedly destroyed or damaged by Customer, or Customer's licensees or agents, Paramount Exterminating may require Customer to pay the costs of replacement of any of the damaged Components. Upon the expiration or termination of the Agreement, Paramount Exterminating or its authorized representatives are authorized by Customer to retrieve from Customer's premises all Components.

12. TRANSFER

Upon transfer of ownership of the structure(s), Paramount Exterminating agrees to transfer service agreement if Customer agrees to the same terms and conditions and allows the Paramount Exterminating to inspect the property and pay a transfer fee. Upon receipt of transfer fee, Paramount Exterminating will reissue a service agreement.

By signing this agreement, I the customer, certify that I have read the provisions above, understand them, and agree to all the terms and conditions outlined therein.

ACCEPTANCE

Paramount Exterminating Co.

Service Advisor

Customer:

Print Name: _____

Signature: _____ **Date:** _____

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 PARAMOUNT EXTERMINATING. 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 PEST CONTROL COMPANY MUST RETURN ALL OF YOUR CASH-DOWN PAYMENT. THE NOTICE MUST BE MAILED TO THE ABOVE ADDRESS.

The pest control operator is licensed and regulated by: New Jersey Dept. of Environmental Protection.



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Dear Customer,

Thank you for the opportunity to inspect your property and for allowing me to provide you with a tailored solution for Subterranean Termites.

Unfortunately, TERMITES will not stop, unless you stop them. Termites are designed for destruction and cause nearly \$5 billion in damage to U.S. properties very year.

TERMITES:

- Live in colonies of several thousand to several million foragers
- Have been known to destroy lead, asphalt, plaster or mortar when in search of wood
- Are found in every U.S. state except Alaska
- Infest over four-million U.S. homes each year
- Cause damage in hidden areas, behind walls, in crawl spaces and basements
- Can go unnoticed for years while continuing to damage your property
- Create costly destruction that most insurance policies DO NOT cover

What type of treatment will we perform?

TERMITE MONITORING / BAIT SYSTEM: This approach involves installing termite monitor stations around the perimeter of a property. The monitoring stations are inspected on a regular basis (usually 3 times per year). Upon finding termites in the stations, a bait cartridge is placed inside the station, which is fed upon by termites and destroys the termite colony. In certain circumstances, Paramount Exterminating may choose to apply a liquid barrier soil treatment if an active infestation is found (see for details).

LIQUID BARRIER SOIL TREATMENT: This involves drilling through masonry and/or trenching the exterior around your foundation walls and placing a liquid termiticide into the ground. Depending on your situation, it may also involve drilling into your porch, garage, brick siding and other slab in and around your property.

DIRECT WOOD TREATMENT: This application involves a water-soluble borate powder that will be directly applied as a liquid spray onto wood and cellulose materials. Depending on the moisture content of the materials, the liquid solution will penetrate to create a protective envelope, acting as a preservative, insecticide.

Please feel free to contact me at your earliest convenience with any questions regarding termites and/or our proposed services.

We look forward to serving you.

Sincerely,

Nelson Maneiro
Service Advisor