SUBTERRANEAN TERMITE PRETREATMENT WARRANTY

Street address	City	State / ZIP	Effective date	Pages
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Warranty
License No.
Applicator
Cert. No.

Issued to builder	Builder's address

Treatment

☐ Pretreatment, R3-8-308(D) ☐ New-construction treatment, R3-8-308(E)

Trade name of termiticide	EPA Reg. No.	Percentage of active ingredient

Gallons applied or bait stations installed

Square footage treated	Linear footage treated	Type of slab construction

Final grade treatment	Date of final grade treatment
☐ Termiticide ☐ Termite baiting system	

Pests covered	Free re-treatment through	Warranty ends

Terms of the warranty

Transfer to later owners	Renewal after year three

Repair of termite damage

This warranty gives no less than A.A.C. R3-8-309, printed below word for word. Repair of termite damage is a contract matter. The rule doesn't require it, so this warranty covers it only as written on page 1.

R3-8-309. Termite Warranties and Retreatments

A. If a business licensee or an employee of a business licensee is advised before concrete is poured that a pretreatment area is disturbed and the continuous chemical barrier is broken and if an opportunity is provided to re-treat the disturbed area or is advised that a new-construction treatment area is disturbed, the business licensee shall ensure that the disturbed area is retreated.

B. A business licensee that provides a subterranean termite treatment warranty shall ensure that the effective date of the warranty is the date on which treatment begins.

C. If subterranean termites occur in or on a residential or commercial structure within three years after a business licensee first performs a pretreatment or new-construction treatment of the structure, the business licensee shall re-treat the affected area of the structure free of charge in accordance with the label specifications of a termiticide available for use. If subterranean termites occur in or on an addition that does not abut the slab of a residential or commercial structure within three years after a business licensee first performs a pretreatment or new-construction treatment of the non-abutting addition, the business licensee shall re-treat the non-abutting addition free of charge in accordance with the label specifications of a termiticide available for use. For the purpose of this subsection, the business licensee is the business licensee who performed the pretreatment or new-construction treatment or a successor that acquired the business assets pertaining to wood-destroying insect treatment.

D. If subterranean termites occur a third time on the exterior of a one or two unit residential structure within three years after a business licensee first performs a pretreatment or new-construction treatment, the business licensee shall re-treat the entire exterior perimeter of the structure free of charge. If a termite bait station installation was originally installed for the final grade, a liquid termiticide shall be used for the complete retreatment, unless rejected in writing by the consumer.
   1. As used in this subsection, exterior means a portion of a residential structure where termite activity originates and that is not livable and not a garage;
   2. For the purpose of this subsection and subsection (E):
      a. A first occurrence means the first time evidence of subterranean termites exists after a pretreatment or new-construction treatment;
      b. A second occurrence means evidence of subterranean termites exists at least 25 feet away from the site of the first occurrence and at least 45 days after the date of re-treatment for the first occurrence; and
      c. A third occurrence means evidence of subterranean termites exists at least 25 feet away from the sites of both the first and second occurrences and at least 45 days after the date of re-treatment for the second occurrence.

E. If subterranean termites occur a third time on the interior of a one or two unit residential structure within three years after a business licensee first performs a pretreatment or new-construction treatment, the business licensee shall perform a post-construction treatment of the entire structure free of charge. As used in this subsection, interior means a portion of a residential structure where termite activity originates and that is livable or a garage.

F. A business licensee that performs a re-treatment under subsection (C) or (D) or a post-construction treatment under subsection (E) shall not charge the consumer for any expense incurred in providing the re-treatment or post-construction treatment to which the consumer is entitled under this Chapter.

G. If a business licensee goes to a structure to perform a re-treatment under subsection (C) or (D) or a post-construction treatment under subsection (E) and determines there is no evidence of subterranean termites, the business licensee may charge the consumer a reasonable amount for the expenses incurred in making the trip.

H. If a business licensee determines that a re-treatment or post-construction treatment is necessary because the continuous chemical barrier is disturbed, the business licensee may charge the reasonable cost of reestablishing the barrier.

I. If a customer refuses a re-treatment or post-construction treatment as described in this Section, access to the customer's property, or to allow drilling in an area where drilling is necessary, the business licensee shall obtain the customer's printed name and dated signature on a document evidencing that the business licensee:
   1. Informed the customer of the right to a re-treatment or post-construction treatment at no charge,
   2. Provided the customer with a copy of this Section and the termiticide label requirements,
   3. Provided the customer with the PMD's telephone number, and
   4. Explained to the customer the benefits of having and the detriments of not having a re-treatment or post-construction treatment.

R3-8-308(H): A warranty regarding subterranean termite treatment shall only be issued to a builder if the structure received a pretreatment or a new-construction treatment.

Business licensee or authorized agent	**Signature**	**Date issued**
Received for the builder by	**Signature**	**Date**