TERMITE CONTRACT AND GRAPH

This is the company's own contract form, not a state form. 2 CAR § 54-301(a)(3): "License holders must submit a legible copy of all contracts to the Department of Agriculture for review prior to their issuance."

Street address	City	State / ZIP	Contract date	Pages
				4

Contract No.
License No.
Inspector
Lic. No.

Property owner	Mailing address	Phone

Foundation ☐ Slab ☐ Crawl space ☐ Basement ☐ Part slab, part crawl space	Square feet
Type of construction	**Date inspected**

Visible damage, active or previous infestation, and where (shown on the graph)

Treatment method
☐ Liquid soil treatment ☐ Foam ☐ Bait system ☐ Wood treatment

Chemical used (brand name)	EPA Reg. No.	Finished dilution
Foam product, when foam is used	**EPA Reg. No.**	**Where foam is used**
Initial number of bait stations	**Station inspection frequency**	**Bait (brand name, EPA Reg. No.)**

Outline of the work to be performed

Treatment date	Linear feet treated	Gallons of finished dilution

Property address: _____ Contract No.: _____

Guarantee begins	Guarantee ends (at least one year)	Annual renewal fee

Repair terms and limits

Guarantee for termites (2 CAR § 54-301(a)(2))

- ☐ Retreatment and repair. The company retreats and repairs termite damage as written below.
- ☐ Retreatment only. The company's liability is limited to retreatment for the control of termites.

Powder post beetles (2 CAR § 54-418)

- ☐ Powder post beetles are treated and covered by this contract.
- ☐ Powder post beetles are not treated or covered by this contract.

Wood decks and wood patios (2 CAR § 54-702)

- ☐ No wood deck or wood patio is attached to the structure.
- ☐ Wood decks and wood patios attached to the structure are included in this contract.
- ☐ **Existing termite damage or damage that occurs in the future is not to be replaced on wood decks and/or wood patios.**

Damage the license holder will not replace, shown as X on the graph (2 CAR § 54-410(a)(3))

These replacements are not to be made by the license holder. The replacement of uninfested hidden damage (that which cannot be seen by thorough visible inspection without defacing the property), which is not described above or shown on the graph, and which was caused by an infestation occurring prior to the operator's first treatment of the property or the issuance of a letter of clearance, shall not be the responsibility of the license holder.

Exclusion of certain minimum treating standards (2 CAR § 54-303)

- ☐ None. The structure will meet the minimum standards for structural pest control work.
- ☐ Minimum requirements for structural pest control work have not been fulfilled. The Department's approved Exclusion of Certain Minimum Treating Standards form is attached and is part of this contract.

Standard(s) excluded	Exclusion No.

Property address: _____ Contract No.: _____

Renewal terms
Transfer to a new owner
A renewal notice that does not cover new additions to the building will say so in bold print (2 CAR § 54-301(c)(2)). If the company elects not to renew this contract while it is viable, it will notify the owner by return receipt requested certified mail at least thirty (30) days prior to the contract expiration date (2 CAR § 54-301(c)(3)).

Termite treatment	Repairs or other work	Total price	Payment terms

Ark. Code Ann. § 17-37-221 (in part)

(a) The contract for termite and other structural pests shall guarantee the performance of the work for at least one (1) year and that the property meets the minimum standards established by the board in its rules and regulations for the work, unless these standards are waived or altered upon approval of the board.

(b) A copy of the contract or "start-work agreement" and a complete outline of the work to be performed shall be given to the property owner before any work is started.

2 CAR § 54-302 (in part)

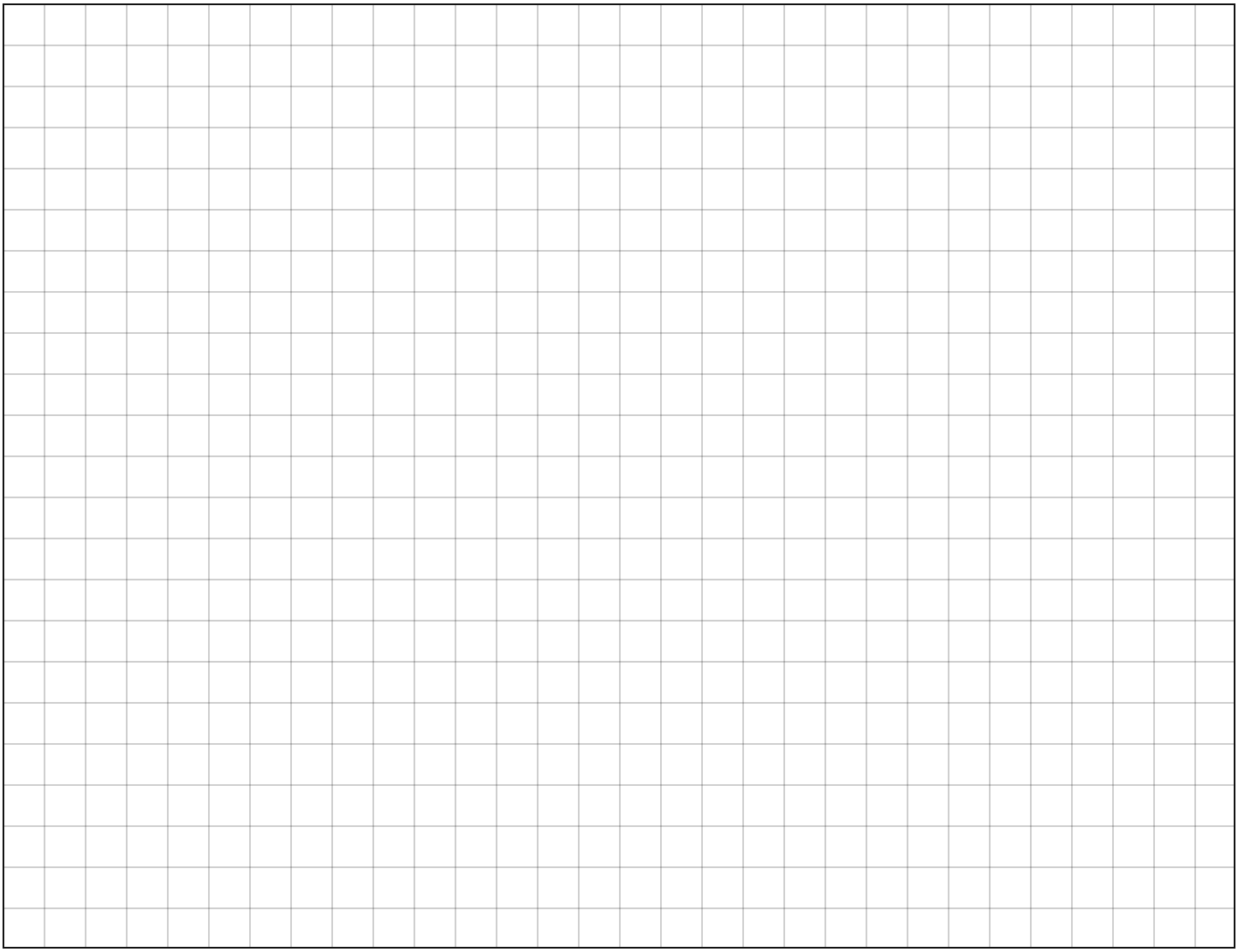
(c) Each license holder shall be responsible for, or shall guarantee for at least one (1) year, all representations, provisions, declarations, work, or services called for by: (1) The contract; (2) The diagram of the property; or (3) Letters of clearance.

I received a copy of this contract, its graph, and a complete outline of the work before any work started.

For the company, licensed operator	Signature	Date
Property owner	**Signature**	**Date**

Property address: _____ Contract No.: _____

Graph of the structure Scale: 1 square = _____ ft



Legend (2 CAR § 54-301(a)(1)(B))

(T) Termite activity (TD) Termite damage (P) Powder post beetles (PD) Powder post beetle damage

(X) Damage not replaced (B) Bait station (F) Foam —— Treated - - - Not treated

Chemical used (brand name)	**EPA Reg. No.**	**Drill spacing, if the label isn't specific**
Foam product, when foam is used	**EPA Reg. No.**	**Graph drawn by, and date**
Notes, such as long-rod routes and areas not treated		