

POST-CONSTRUCTION STANDARD CONTRACT FOR BAITING TREATMENT OF SUBTERRANEAN TERMITES

Approved by the Louisiana Structural Pest Control Commission
Louisiana Department of Agriculture & Forestry

PEST CONTROL COMPANY: COUHIG SOUTHERN ENVIRONMENTAL SERVICES
 ADDRESS: 3220 7TH STREET, METAIRIE, STATE: LA ZIP: 70002
 TELEPHONE NO.: (504) 833-6305 STRUCTURAL PEST CONTROL LICENSE NO.: S - 109
 CUSTOMER: AUAUDUBON TRACE CONDOMINIUM HOME PHONE NO.: (504) 831-4436
 MAILING ADDRESS: 4117 SOUTH DRIVE BUS. PHONE NO.: ()
 CITY: JEFFERSON, STATE: LA ZIP: 70121
 PROPERTY ADDRESS OF STRUCTURE(S) BAITED: 4117 SOUTH DRIVE
 CITY: JEFFERSON LOUISIANA ZIP: 70121
 BUILDING(S) BAITED: 39 BUILDINGS

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

TREATMENT FOR: Write in selection from below: Native subterranean and Formosan termites

Native Subterranean Termites-Reticulitermes

Formosan Termites-Coptotermes

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 and have received a Consumer Information Sheet entitled Sentricon performance sheet.

Customer Initials _____

Date _____

FOR THE SUM OF: \$ 48,207.00
 STATE FEE: \$ \$5.00
 FEE: \$ _____
 TOTAL: \$ 48,212.00

ATTACHMENTS WHICH MAY FORM PART OF THIS AGREEMENT:

 WAIVER OF STATE SPECIFICATIONS*

 OTHER (Specify) _____

CONTRACT DATE - BEGINNING: 08-02

CUSTOMER TO PAY AS FOLLOWS: _____

*Buildings not meeting or treated in accordance to minimum (baiting) specifications as per rules and regulations of the Louisiana Structural Pest Control Commission must have a waiver of minimum state specifications.

GENERAL CONDITIONS

THE PEST CONTROL COMPANY (HEREAFTER REFERRED TO AS THE "COMPANY") AGREES TO SERVICE THE BAIT SYSTEM ON THE ADDRESS LISTED ABOVE FOR NO LESS THAN ONE YEAR. THIS AGREEMENT MAY BE RENEWED ANNUALLY AFTER THE FIRST YEAR BY THE MUTUAL CONSENT OF BOTH PARTIES. ALL BAITING EQUIPMENT AND SUPPLIES SHALL REMAIN THE PROPERTY OF THE COMPANY.

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

1. PERFORMING THE WORK

The Company agrees to bait the building(s) with Sentricon in complete compliance with applicable laws, rules and regulations of the Louisiana Structural Pest Control Commission. 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.

Customer agrees to one of the following types of baiting treatments:

Customer Initials

As a stand-alone treatment for subterranean termites in lieu of a liquid termiticide barrier treatment, as described in the minimum treatment specifications of the Structural Pest Control Laws and Rules & Regulations.

Customer Initials

As a supplement to a liquid termiticide barrier treatment as described in the minimum treatment specifications of the Structural Pest Control Law and Rules & Regulations.

2. CONDITIONS CONDUCIVE TO INFESTATION

The Customer warrants full cooperation with the Company during the term of this agreement, and agrees to maintain the area(s) baited free from any factors contributing to infestation, such as wood, trash, lumber, direct wood-soil contact, standing water under pier type structure, or as noted in Item 9. The Customer also agrees to notify the 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) baited. 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.

3. ADDITIONS OR ALTERATIONS

This agreement covers the building(s) identified herein 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 the Company in writing. Failure to notify the Company in writing of the conditions listed above may terminate this agreement. Additional services because of any addition or alteration may be provided by the Company at the Customer's expense, and can require an adjustment in the renewal fee.

4. LOUISIANA STRUCTURAL PEST CONTROL COMMISSION

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

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.

6. 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.

7. DAMAGE

The Customer understands that due to various conditions present in construction existing at the time this agreement is made, and the possibilities of infestation and damage which may or may not be visible to the Company, the Company cannot be held liable for any past, present or future damage to the structure(s) or its contents covered by this agreement, caused by wood-destroying insects.

8. 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.

9. SPECIAL OR ADDITIONAL COMMENTS

Renewal 8,910.00

Office Bldg included

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

9/25/02
 Date _____
 Customer _____

 Company _____

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: _____