

## Misconceptions on Termite Contracts/Warranties

There are as about as many different termite contracts/warranties as there are termite control companies that treat termites. It would be impossible to review every aspect of a termite contract/warranty because they are all having different types of treatment and warranties. I have compiled some misconceptions, information and tips on termite contracts/warranties to help you make an informed decision on having your home or structure treated for termites.

1. ***Having a termite contract/warranty does not mean that you will never have termites again.***

The term “*contract*” and “*warranty*” is misunderstood by some people that believe it means they will never have termites again. The contracts and warranties I know of state that if your home or structure gets a termite re-infestation, the termite control company will either retreat only, or retreat and take care of new damage depending on the type of contract you purchased. Some termite control companies are changing the word “*contract*” and “*warranty*” to “*service agreement*”.

2. ***The termite contract/warranty does not cover all wood destroying insects/organisms.***

There are four (4) types of termites that will infest structures: subterranean termite, damp wood termite, dry wood termite, and formosan termite. Various ant, beetle, and bee species also infest wood. Each different type of pest needs a specific type of control measure and treatment. In most circumstances, there will be only one (1) type wood destroying pest infesting the home or structure. The contract/warranty should be specific on what pest the contract/warranty covers, as far as naming the wood-destroying pest it does and does not cover.

3. ***All termite contracts/warranties will cover damage.***

The two (2) most common termite contracts/warranties are the ***re-treatment*** and ***re-treatment/damage***. The re-treatment contract/warranty only covers your home if you get a re-infestation of termites and the termite control company’s only obligation is to treat the active termite infestation. There is usually a clause in the contract stating that the termite control company is not responsible for past, present, or future termite damage. Re-treat/damage contracts/warranties state that they will treat any active termite infestation and repair any new termite damage. Many of the termite control purchasers get the re-treat only contract/warranty because it is less expensive than the re-treat/damage contract/warranty.

4. *All termite re-treat/damage contracts/warranties will cover all termite damage.*

This is where a lot of misunderstanding, miscommunication, and assumptions come into play. Many damage contracts/warranties state that they will repair any new termite damage or repair any known termite damage prior to treatment. The best way to explain the misconception is to give an example.

**Example:**

Let's say that you purchased a home or structure in 1984. In 1994, you find out you have termites. The termite control company comes and fixes all known **visible** damage and states in the contract/warranty that they will repair all new termite damage. Ten (10) years later in 2004 you decide to remodel your bathroom. During the remodeling process, you come across what seems to be a never-ending expanse of termite damage, but no signs of active termites. As you keep removing walls, you find a small area away from all the other damage with active termites and minimal damage. You call your termite control company and you show them all this damage. They state that the termite control company is not responsible for the expansive damage because it is old damage. They say they will take care of the active termites and minimal damage the termites caused because that would be new damage. You explain that all that damage was their fault and the damage has been on going since they last treated and you want them to repair the damage. *So who is right?* Let's look at two scenarios on what could have happened.

Scenario 1:

Termites could have started infesting the home as soon as 1986. Since then, termites damaged the area around the bathroom for six (6) years until they make their presence known to the home owner in 1994. The termite control company comes in, treats for the termites and gets rid of them in areas where treated, such as the bathroom and **visible** termite damage was repaired. This treatment does not remove the hidden damage. Ten (10) years later when remodeling the bathroom, termite damage prior to treatment is exposed. The termite control company states that since there is no active infestation, the treatment did its job and what was exposed was old damage. They are willing to treat new infestation and repair damage that came up in an area that did not get treated. The termite control company's reasoning for not repairing the damage behind the walls is because the damage was already there before they treated the home.

Scenario 2:

Termites could have started infesting the home in 1994 and had done minimal damage and shown minimal visible damage. The termite control company treats the home and repairs all **visible** damage. The treatment of the termites either fails or the termites are able to find a route around the application and expand its infestation for eight (8) years until 2002. Then termites stop feeding in this area, leaving damage but no active infestation. In 2004, the termites find another route into the home away from the original damage in the bathroom. The homeowner finds damage and a new infestation but, again, the termite control company agrees to treat and repair damage

to the area of new/active infestation but doesn't feel obligated to repair extensive area of termite damage because they believe the damage existed before treatment.

I could go through another dozen or so scenarios but the problem will always be the same. Without knowing when and where the termites began infesting the home and how extensive and what type of damage occurred **before the treatment**, this will always be an ongoing problem with termite damage contracts/warranties. At this time, the only sure way to find out how much and what kind of termite damage has occurred is to remove all the walls of a home and physically inspect for the termite damage before the termite treatment is performed. As you probably guessed, a majority of the homeowners do not want to go through this expense. Technology is coming up with new ways to enable termite and damage detection in and behind walls. Hopefully, in the near future, these machines and tools will be readily available to all termite control companies.

5. *It is the sole responsibility of the termite control company to keep my home or structure free of termites.*

**The pest control service industry is the only service industry that I am aware of that requires complete and on going cooperation from their clients for service to be successful.** If the home owner refuses to remove wood away from the home, doesn't fix a water leak or removes treated soil around the perimeter of the home for landscaping, it won't matter what the termite control company does. Lack of cooperation and communication will cause any type of control against termites to fail. Almost all termite contracts/warranties have statements that require the cooperation of the homeowner. If the termite control company doesn't get cooperation, then they can cancel the contract/warranty.

## Tips On Getting The Right Termite Contract

### A. *COMMUNICATE, COMMUNICATE, COMMUNICATE*

Sit down and write out all your questions and concerns before you call a termite control company. Think of all the questions you can ask to get them to explain things you don't understand. Have the company go over exactly what they are going to do and explain in detail what the contract/warranties entail. In turn, answer all the termite control company's questions. Show them where the problems are, the history of the home and the problems it has had. If it's reasonable, make something accessible for the company so they can get a better look at the situation in order to effectively solve your problem. Ask what you can do to help keep the termites out of the home.

**B. *Get more than one termite company to give a bid for services.***

I would suggest you get at least three(3) companies to inspect your home and give a bid for services. You can look in the phone book for termite control companies, but ask for references of clients they have treated. I suggest asking your family, friends, co-workers and neighbors whom they have used.

**C. *Get all the appropriate paper work.***

The state of Texas requires termite control companies give their prospective client a **termite disclosure documents** when the estimate is submitted and before the initial termite treatment, these documents include;

1. a diagram or blueprint or building plat and description of the structure to be treated include the following ;
  - a. the address or location of the structure
  - b. approximate measurements of the structure
  - c. areas of known termite activity
  - d. areas to be treated
2. a label of any pesticide recommended or used
3. the complete details of the contract/warranty provided if any ; including;
  - a. if the contract/warranty does not include the entire structure, the areas included must be listed
  - b. the time period of the contract/warranty
  - c. the renewal option and cost
  - d. the obligation of the pest control operator to retreat for termite infestations or repair damage caused by termite infestations within the warranty period
  - e. conditions that could develop as a result of the owners action or inaction that would void the warranty.
4. the signature of approval on the diagram by a licensed certified applicator or technician licensed in the termite category employed by the company making the proposal
5. the concentration of any liquid termiticide application to be used on the treatment or minimum number of baiting systems to be installed.

Check with your state pest control regulatory agency for what termite disclosure information is required by your termite control company. To locate your state pest control regulatory agency, go to [www.aspcro.org](http://www.aspcro.org) , click “association directory”, and click the state you live in.

***6. Review the paper work carefully before you make a decision.***

Take your time to look over all the bids and treatment procedures carefully. Be wary of termite control companies that say things like “These termites must be taken care of right away” “This price is good for today only.” By law you have a three (3) day grace period in which you can change your mind even after you signed a contract. This only applies if the company solicits your business at your home without you initiating the contract with the company (Home Solicitation Act).

***7. After treatment is done and contract/warranty signed, cooperate with the termite control company.***

For the treatment to work, you will have to work with the termite control company to help keep the termites under control.