# WOOD-DESTROYING ORGANISM TREATMENT CONTRACT

| Street address | City | State / ZIP | Date of contract | Pages |
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| | | | | 3 |

Contract no.

License no.

Certified operator

| Property owner or authorized agent: | Mailing address: |
|---|---|

Buildings or structures to be treated:

## Warranty and coverage

- ☐ **This contract is offered for repair and retreatment.**
- ☐ **This contract is offered for retreatment only.**
- ☐ **No warranty or guarantee is offered.**

- ☐ **There are disclaimers, limitations, conditions, or exclusions on the licensee's obligation to repair or re-treat the property. They are described under the bold headings on page 3.**
- ☐ **There are no disclaimers, limitations, conditions, or exclusions on the licensee's obligation to repair or re-treat the property.**

**This contract covers:** ☐ **Subterranean termites** ☐ **Dry wood termites** ☐ **Both**

**Termite species excluded from coverage, by name:**

## Treatment

Other wood-destroying organisms covered (common names): _____

This treatment is: ☐ For control of an existing infestation ☐ Preventive, with no infestation known

Scope: ☐ Whole structure ☐ Spot treatment only

Spot treatment areas in, on, or under the structure: _____

Retreatment of spot-treated areas: ☐ Covered ☐ Not covered, and the licensee's signed statement is given before treatment

Method: ☐ Liquid soil treatment ☐ Bait system ☐ Wood treatment ☐ Other: _____

Pesticide (brand name): _____ EPA Reg. No.: _____ Active ingredient: _____

Finished dilution: _____ Approx. gallons: _____ Linear feet: _____ Bait stations: _____

Work to be performed: _____

_____

_____

_____

The treatment notice will be posted at: _____

Property address: _____ Date of contract: _____

## Contract term and inspections

Date contract entered into: _____ Period covered: _____

Renewal option: _____

Inspections under this contract: ☐ Yes ☐ No Approximate interval: _____

Inspection fees other than renewal fees: _____

Transfer to a new owner: ☐ Allowed ☐ Not allowed

Terms: _____

## Retreatment and repairs

Conditions under which retreatments (for reinfestation) will be made: _____

_____

_____

Conditions under which repairs will be made: _____

_____

Maximum repair amount: _____

## Price

Total maximum price for treatment service: _____

Exact annual renewal fee: _____

Total maximum price for structural repairs: _____

Payment terms: _____

## Subcontracting

☐ The company will not subcontract this work.

☐ The performance of the work may be assigned to another licensee other than the primary contractor. Before that work is done, the company names the subcontractor and its license number on the Notice of Subcontracting, FDACS-13712, for the owner's approval.

Owner's initials: _____

## State forms

Consumer Notice Form, FDACS-13692, signed by the owner on: _____

Consumer Consent Form, FDACS-13671, for a second contract on this structure: ☐ Attached ☐ Does not apply

Notice of Subcontracting, FDACS-13712: ☐ Attached ☐ Does not apply

Property address: _____ Date of contract: _____

## Disclaimers, limitations, conditions, and exclusions

### Disclaimers

### Limitations

### Conditions

### Exclusions

## Terms

**Before work and payment.** The owner gets this contract, or an exact copy, to accept or reject before any work is done and before any payment is made (Rule 5E-14.105(2), F.A.C.).

**Consumer Notice Form first.** Before signing this contract, the owner signs the Consumer Notice Form, FDACS-13692 (Rule 5E-14.105(1), F.A.C.).

**Inspection within 30 days.** When the owner gives written notice of an infestation this contract covers for retreatment, the company inspects within 30 calendar days (Rule 5E-14.105(9)(a), F.A.C.).

**Retreatment within 90 days.** The company performs a retreatment this contract requires within 90 days of discovering the infestation, or 180 days for a commercial or multiunit structure. These deadlines do not apply if the owner prevents access or waives or postpones the treatment in writing (Rule 5E-14.105(9)(a), F.A.C.).

**If the contract expires first.** If this contract expires before a required retreatment can be done, the company makes a written offer to perform it under this contract's terms within 90 days at no additional cost (Rule 5E-14.105(9)(b), F.A.C.).

**Written notice of a condition.** The company may use a limitation, exclusion, or condition above to deny retreatment or repair only if it primarily caused the infestation or damage. If the company knew of the condition, it must have given the owner written notice within 60 days of finding it, and the owner must have had 60 days to correct it (Rule 5E-14.105(9)(c), F.A.C.).

**A signed report after each visit.** After each inspection or treatment under this contract, the company gives the owner a signed report showing whether covered wood-destroying organisms are present, whether treatment was made, and the pesticide used (s. 482.226(3), F.S.).

**Treatment notice.** The company posts a treatment notice at the location on page 1, and only the property owner may remove it (s. 482.226(5), F.S.). After a spot treatment, the notice says that a spot treatment only was performed (Rule 5E-14.105(4), F.A.C.).

## Signatures

I received this contract before any work was done and before any payment was made, and I accept it.

**For the licensee**

_____
Signature of licensee or authorized representative

_____ _____
Printed name Date

**For the property owner**

_____
Signature of property owner or authorized agent

_____ _____
Printed name Date