



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

Bureau of Inspection and Incident Response
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ADAM H. PUTNAM
COMMISSIONER

CONSUMER NOTICE FORM

Rule 5E-14.105, F.A.C.
Telephone: (850) 617-7996; Fax: (850) 617-7968

A pest control company must give you a written contract prior to any treatment of each wood-destroying organism. It is very important that you read and understand the contract you are signing. The pest control company is only obligated to follow the terms of the contract you have signed, regardless of other statements by the company or salesperson. (Note: Contracts for treatment for new construction can be issued to the builder and provided to you at closing).

BASIC REQUIREMENTS FOR CONTRACTS

- The contract must state the common name of the wood-destroying organism to be controlled by the company (e.g. subterranean termite, powder post beetle). If the contract is for termite control, the contract must clearly state whether Formosan termites are covered or not.
Some contracts do not include a treatment at the time the contract is issued, and that should be clearly stated. If a treatment is performed as part of the contract, the cost for the treatment must be stated. If the treatment is only for certain areas, the contract should clearly state that it is for "spot treatment" only.
The contract must state if it is a retreatment only or a retreatment and repair contract. If it is a retreatment and repair contract, carefully read the sections of the contract that state when repairs will or will not be covered by the contract.

REQUIREMENTS FOR STATING WHEN TREATMENT OR REPAIR WILL NOT BE COVERED BY THE CONTRACT

- Repair contracts will not cover repairs from termite damage under every condition. The contract must state when retreatment or repair will be done, and conditions under which the company can refuse to retreat or repair.
These conditions have to be stated and be under headings in the contract that are in bold print. Companies typically refuse repair or retreatment if the condition of the house is such that moisture or leaks result in termite infestation, or where siding makes it hard to see termite infestation

Examples of this are:

- Cracks in concrete slabs
Wood or wall siding in contact with ground
Plumbing leaks
Leaks in the roof
Water accumulating against side of house

The law does require that companies notify you if they see conditions which would void the repair promise and they have to give you a chance to correct the condition before voiding the contract or denying repair coverage.

- Contracts may have a condition that does not cover Formosan termite damage until a specific time period has passed. This means that if damage occurs during this period the company will not pay for repair.
You have the right to compare contracts from other companies before signing a contract with a company. Choose the company that gives you the best contract options.
If you have any questions about the terms of the contract, or concerns about the compliance history of the company with regard to pest control laws or regulations, contact the Department of Agriculture and Consumer Services at phone number: 850-617-7996 or email: biircomplaints@freshfromflorida.com.

I understand that I am entering into a contract with _____ (fill in company name) to provide wood-destroying organism(s) treatment, and I have read and understood the terms of the contract.

Print Name of Consumer

Date:

Signature of Consumer

Title: Property Owner or authorized agent

Print Name of Pest Control Representative

Date:

Signature of Pest Control Representative

Company: