

LIQUID DEFENSE

HULETT HealthyHome



Unlike older, less effective liquid treatments, Hulett's Liquid Defense utilizes a revolutionary non-repellent and undetectable technology. Termites are unable to see, smell, taste, or avoid its effects. Once transferred to their nestmates, Hulett's Liquid Defense acts quickly and efficiently to solve your termite problem.

The Advantages of Hulett's Liquid Defense:

- ✓ More effective and up to six times faster than baiting systems
- ✓ When termites come into contact with the treatment they systematically spread it to the rest of the colony
- ✓ Virtually odorless
- ✓ Meets the stringent standards of the Food Quality Protection Act

Stop Termites Before They Damage Your Home!



Your satisfaction is our top priority and we pledge to swiftly and effectively resolve any concerns you may have at no additional charge. This steadfast commitment to customer satisfaction has been our guiding principle for three generations as set forth by Graduate Entomologist Timothy Hulett, who still remains President and CEO today.

Taking care of our customers is very important at Hulett!



TERMITE COMES IN CONTACT WITH TREATED SURFACE

WORKER DISTRIBUTES TO REST OF COLONY VIA "TRANSFER EFFECT"

LIQUID SOLUTION EVENTUALLY REACHES THE COLONY'S QUEEN TERMITE ERADICATING IT



JUST CALL HULETT

www.bugs.com
1-800-285-7378



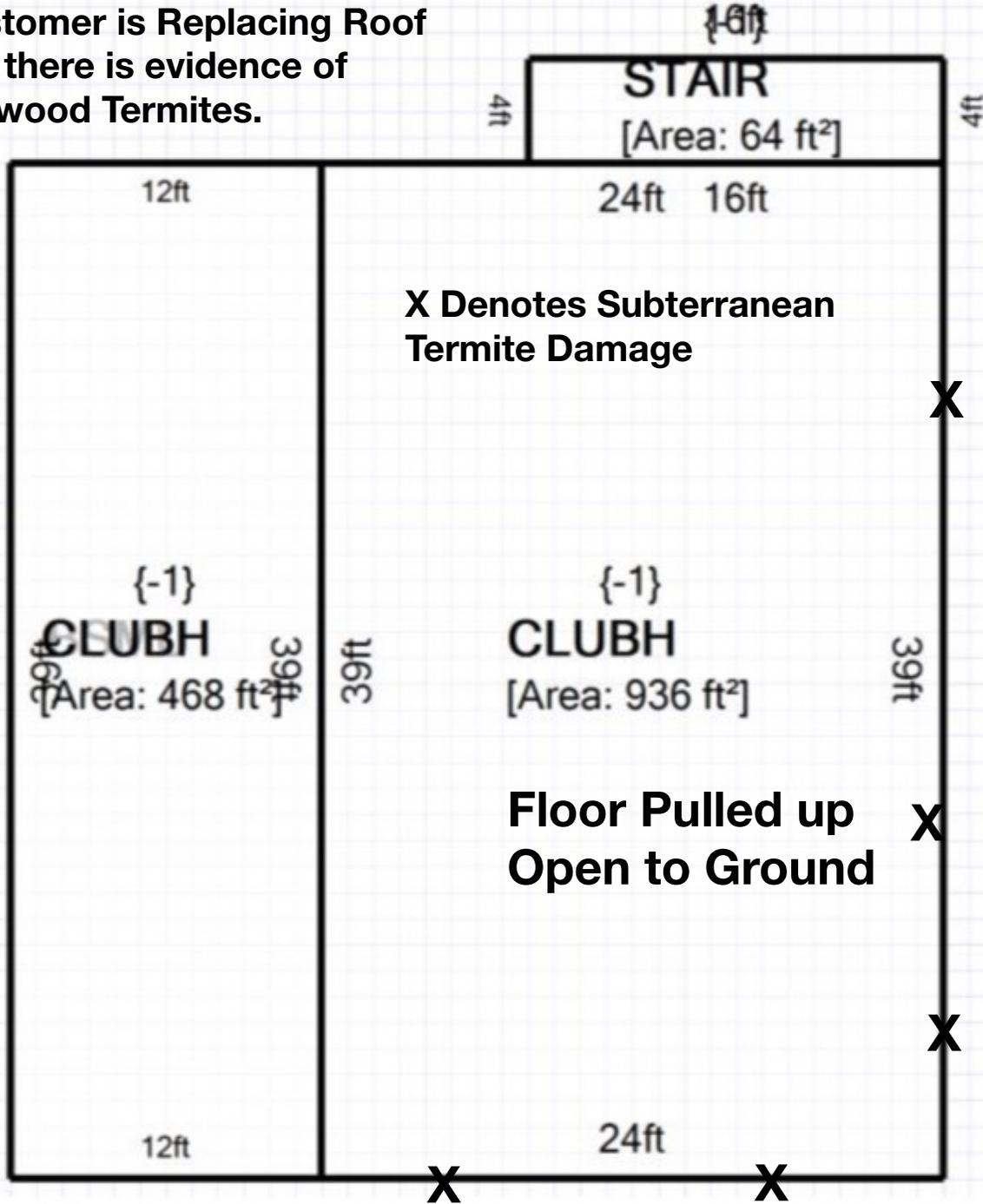


679113
 Owner/Agent: Indian River County En Phone: (772) 226-1931 Date Inspected: 02/10/2021 Job Date: _____

Property Address: 12973 83rd Ave. City: Roseland State: FL Zip: 32958

Cubic Ft.: _____ Linear Ft.: 158 Square Ft.: _____ Type of Insulation: Spray Foam Blown In Batts

**Customer is Replacing Roof
 But there is evidence of
 Drywood Termites.**



Scale: 1 FT 2 FT 3 FT

TERMITE

Construction Type <input checked="" type="checkbox"/> Crawl <input type="checkbox"/> Floating Slab <input type="checkbox"/> Monolithic Slab <input type="checkbox"/> Supported Slab Foundation Type <input type="checkbox"/> Hollow Block <input type="checkbox"/> Solid Concrete <input type="checkbox"/> Open (Piers Only)	Key Symbols PHD Possible Hidden Damage TX Evidence of Infestation ST Subterranean Termites DWT Drywood Termites PPB Powder Post Beetles WB Wood Borers E/W Earth-to-Wood Contact M Moisture <input type="checkbox"/> CBS <input type="checkbox"/> Wood Frame <input type="checkbox"/> W/F Stucco <input checked="" type="checkbox"/> W/F Stucco below grade
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Infested Area	Location	Type
Attic		
Girders		
Sills		
Finished Floor		
Sub Floor		
Interior Frames		
Door Frames		
Window Frames		
Exterior		

Electricity Available	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Live Termites	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Install Plumbing Access	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Debris	<input type="checkbox"/> Heavy	<input type="checkbox"/> Light
Gas On	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Shrubs Need Trimming	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Remove Form Boards	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Earth-to-Wood Contact	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Type of Roof: _____	Shingle	

LAWN & SHRUBS

Key Symbols LX Existing Damage SCI Sprinkler Coverage Issues UNC* Uncontrollable - See Below POW Powerline Interference STB Specific Treatment Boundaries *List Uncontrollable Species: _____ _____
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MOSQUITO

Key Symbols RABT Resting Area Barrier Treatment TWR Temporary Water Retention Areas PWR Permanent Water Retention Areas AC Artificial Containers PTN Perimeter Treatment Needed LAR Larvicide MMSF Monomolecular Surface Film

Special Instructions: Please leave Floors Open for Treatment
 Indian River County would have to agree to no continuous
 Wood to Ground Contact. Such as Wooden Footers would
 Have Concrete between them and the Structure.

Kevin Mears #02850
 Hulett Representative

02/10/2021
 Date

Customer/Authorized Agent Signature

Date

www.bugs.com





"Pest Control's Finest"
www.bugs.com



- Pest Prevention
- Lawn Spraying & Fertilization
- Termite Control
- Rodent Control

Notice of Inspection and/or Treatment Affixed:
 Attic Crawl Main Elec. Panel

Residential Commercial

Date of Treatment: _____ Branch: 02 Treasure Coast

Same As Service Address

Account #: 679113

Indian River County Engineering Dept.			
First Name		Last Name	
12973 83rd Ave.			
Service Address			
Roseland		FL	32958
City	State	Zip Code	
(772) 226-1931			
Service Phone		Business/Cell Phone	
rskok@ircgov.com			
E-mail Address		Fax #	
Rob Skok		(772) 226-1931	
Contact Name/Title		Contact Phone	

BILLING	First Name		Last Name	
	Billing Address			
	City	State	Zip Code	
	Billing Phone		Business/Cell Phone	
	Development Name			
	Map #	Grid #	Route #	Tech #

Termite Programs **Terms**

This Agreement specifically includes coverage for the following: Eastern, Formosan, Asian and West Indian Subterranean Termites.

Retreatment Only **Retreatment & Repair**
(Subterranean Termite Damage Replacement Addendum Required)

Control **Preventative Treatment**

Type/Number of Structures: Community Building

Ln. Ft.: 158 Sq. Ft.: _____ Cu. Ft.: _____

Concrete Block Structure Wood Frame Brick Veneer

Wood Frame Stucco with stucco below grade

Slab Type: Floating Mono **Crawl Type:** Open Enclosed

Liquid Defense Treatment \$1,027 \$185

Made from a revolutionary new liquid technology, this treatment is one of the most effective termite control solutions. Subterranean termites come in contact with the liquid treatment and then transfer it to other termites in the colony.

Termite Baiting System

Termite bait stations are placed in prime termite-foraging areas around the structure. The stations are installed with the bait already in the station, providing protection against subterranean termite activity on the first day. The termites find the station, tunnel back to their colony, and recruit their nestmates back to feed on the bait.

Special Instructions: Liquid Defence

Would need Tax Exempt Form and please see notes on Graph.

SERVICE CHARGES:

Initial Treatment Charge	After \$100 Coupon	\$ <u>1,027.00</u>
Other Fees:		\$ <u>0.00</u>
Sales Tax		\$ <u>0.00</u>
Total 1st Year Charge		\$ <u>1,027.00</u>
Amount Paid with Agreement		\$ _____
Balance Due		\$ _____

Annual Warranty Renewal

Annual Renewal Charge	\$ <u>185.00</u>
Sales Tax	\$ <u>0.00</u>
Total Annual Renewal Charge	\$ <u>185.00</u>

Payment Information:

Cash Check # _____ **EasyPay**

ACH Visa MasterCard Discover AMEX

Buyer's Right to Cancel: If this is a home solicitation sale and Customer does not want the goods or services, Customer may cancel this Agreement by giving written notice of cancellation to HES before midnight of the third business day after the day Customer signed this Agreement.

2820 Reynolds Drive Ft. Pierce, FL. 34945

 Service Center Address

Kevin Mears #02850 02/10/2021

 Hulett Representative Date

 Customer/Authorized Agent Date

Dear Customer:
 HULETT ENVIRONMENTAL SERVICES' business is based on excellent service, and we want you to be happy with us. Should you have a problem, we want to hear from you. Thank you.

By initialing this provision, Customer acknowledges that Customer has read and fully understands all terms, disclaimers, limitations, conditions and exclusions contained on the front and back of this Agreement that affect HES' obligation to retreat the property and, if purchased, those contained within the Subterranean Termite Damage Replacement Addendum affecting HES' obligation to repair the property.

GENERAL TERMS AND CONDITIONS

1. **SPECIFIC EXCLUSIONS FOR RETREATMENT ONLY SERVICE:** Unless the *Retreatment and Repair* option is selected on the front of this Agreement, Hulett Environmental Services (HES) is only obligated to retreat the Structure(s) if a live infestation of subterranean termites occurs following the initial treatment or service. Customer otherwise expressly waives and releases HES from any liability whatsoever for:
 - a. Damage of **ANY** nature to the Structure(s) or its contents resulting from any species of subterranean termites, including Eastern, Formosan, Asian or West Indian subterranean termites, or any other insect, pest, mold, fungi or wood-destroying organism, including any of their respective aerial infestations;
 - b. Damage and/or remedial treatments resulting from a disruption of the liquid termiticide barrier or conditions conducive to subterranean termite infestation or the *Termite Baiting System* or from the introduction of infested wood and/or furniture into the Structure(s) following the initial service;
 - c. Personal expenses or economic damages such as lodging, meals, transportation, medical, gas, utilities, etc...; or reimbursement for loss of quiet enjoyment, loss of use or diminution in value of the Structure(s); or any indirect, special, or consequential damages, including loss of anticipated or actual profits, income or business opportunities, which arose as a result of an infestation or damage caused by subterranean termites or any service provided by this Agreement;
 - d. Attorney's fees of any kind, including those provided by any statute, including a Proposals for Settlement and Load Star Multiplier, and any state or federal rule or procedure, with the exception of prevailing party fees awarded as a result of any collection action addressed in **NON-PAYMENT** provision (Paragraph 13) below;
 - e. Injury or death to any domestic pets or feral animals; and,
 - f. Damage caused by HES to trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the services provided under this Agreement.
 These specific exclusions are in addition to any and all other exclusions, disclaimers, limitations, or conditions contained within this Agreement.
2. **SPECIFIC EXCLUSIONS FOR RETREATMENT AND REPAIR OPTION:** If the *Retreatment and Repair* option is selected on the front of this Agreement, and Customer elects to purchase the *Retreatment and Repair* option found on the front of this Agreement, HES shall issue a *Subterranean Termite Damage Replacement Addendum* that modifies the terms, limitations, conditions and exclusions found within this Agreement. See our *Subterranean Termite Damage Replacement Addendum* for details.
3. **LIMITATION ON LIABILITY:** In the event that any of the exclusions in Paragraphs 1 or 2 do not apply for any reason, to include HES' negligence or breach of this Agreement, HES' liability for any claim whatsoever is limited to a return of the "Total 1st Year Charge" indicated on the front of this Agreement. This Agreement is not intended to benefit any person or entity other than the named Customer or subsequent Transferee.
4. **INSPECTIONS AND DUTY TO AVOID CONDUCTIVE CONDITIONS:** During the effective period of this Agreement, HES will inspect the premises at such time as HES may deem necessary or upon Customer's request. The Customer shall make the Structure(s) available for inspection upon reasonable notice. Customer agrees to cooperate with HES during the term of this Agreement by avoiding and eliminating those conditions or factors that might contribute to a subterranean termite infestations or might disrupt the effectiveness of any treatment, whether conventional liquid treatment or baiting system. These conditions include, but are not limited to, construction defects, stucco terminated below grade, Exterior Insulation and Finish System (EIFS) or "synthetic stucco", wood, trash, direct wood to soil contact, tree stumps, standing water or aboveground moisture accumulations caused by any natural or man-made source. Such moisture accumulations include, but are not limited to, condensation, leaks from exterior walls, windows, doors, roofs, skylights, chimneys, gutters, downspouts, plumbing, plumbing fixtures, sprinkler systems, air conditions and heating systems (including condensate drains and duct work) or inadequate ventilation. In no event is HES responsible for damage to the Structure(s) or its contents resulting from any conditions conducive to a subterranean termite infestations. Customer agrees to eliminate any conducive conditions identified within sixty (60) days of HES' written notification. Customer's failure to eliminate the conducive condition within sixty (60) day will render this Agreement voidable, in part or in whole, by HES. If conducive conditions are found at the time of the initial inspection, these conditions will be noted on the front of this Agreement. Unless corrected within sixty (60) days from the date of this Agreement, HES shall have no responsibility for any remedial service, damage or retreatments arising from any infestation or damage that results from any conducive conditions identified during the initial inspection and noted herein.
5. **RETREATMENT:** Subject to the terms of this Agreement, HES will apply any necessary *Liquid Defense Treatments* or service to the *Termite Baiting System* at no additional charge to Customer if an active infestation of subterranean termites occurs in the Structure(s) while this Agreement is in effect.
6. **MODIFICATIONS OR ALTERATIONS TO STRUCTURE(S):** This Agreement only covers the Structure(s) identified on the front page of this Agreement. The Customer shall provide notification to HES in writing prior to any alteration, addition, modification or change to the Structure(s). The Customer further agrees to notify HES of any disruption to the termiticide barrier surrounding or beneath the perimeter of the Structure(s) (to include the disruption, removal or addition to the soil surrounding the foundation of the Structure(s)) or disturbing any of the *Termite Baiting System's* components. HES shall have the right to terminate this Agreement if Customer fails to provide the written notification required under this section. Any additional treatment or service required due to any alteration, addition, modification or change to the Structure(s) or any disruption of the termiticide barrier or disturbance to the *Termite Baiting System* will be provided by HES at Customer's expense. Customer agrees that HES shall have the right to charge an additional fee or increase the renewal fee stated on the front page of this Agreement, or both, as a result of such alteration, addition, modification, or change to the Structure(s) or disruption to the termiticide barrier or disturbance to the *Termite Baiting System* that occurs while this Agreement is in effect.
7. **CHANGE IN LAW:** Should any federal, state or local law or regulation change regarding this Agreement or the treatment or services rendered hereunder, HES is authorized to take any action necessary to comply with said laws. If HES cannot modify its Agreement, treatments or services to comply with such change in the law, then HES reserves the right to immediately terminate this Agreement.
8. **NOTIFICATION OF SENSITIVITY OF PESTICIDES:** If Customer or an occupant of the Structure(s) knows, or believes, that he or she may be sensitive to pesticides, Customer shall provide HES with written notice prior to any treatment to service to the Structure(s). HES reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide such written notification represents Customer's assumption of the risk and waiver of any claims against HES in connection with such sensitivity. Customer further agrees to indemnify, protect and hold harmless HES from any and all chemical sensitivity claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, brought by Customer or other occupants (including invitees and licensees) to the Property, if Customer fails to provide the above written notice.
9. **BINDING ARBITRATION:** With the exception of the **NON-PAYMENT** provision (Paragraph 13 below), Customer and HES agree that any and all controversies or claims between them, their principals, agents, representatives, successors, or assigns, arising in any way out of, or relating to, this Agreement and/or the subject property shall be settled solely and exclusively by arbitration. Such arbitration shall be conducted in Palm Beach County, Florida, using the substantive law of Florida, and in accordance with the Voluntary Binding Arbitration provisions of Section 44.104, Florida Statutes. The arbitrator shall be independent, mutually agreed upon, and to the greatest extent possible, be qualified in termite control and building construction matters by education, experience, licensing and training to deal with the issues. The decision of the arbitrator shall be a final and binding resolution of the disagreement, which may be entered as a judgment by any court of competent jurisdiction. Neither party shall sue the other where the basis of the suit is or arises out of this Agreement, other than for (1) enforcement of the arbitrator's decision or (2) appointment of an arbitrator if one cannot be mutually agreed upon. The parties specifically agree that the sole and exclusive venue of any suit shall be Palm Beach County, Florida. All costs, expenses, and fees of arbitration and settling a controversy shall be borne equally by the parties. This arbitration provision shall survive cancellation, expiration, or termination of this Agreement.
10. **TRANSFERABILITY:** This Agreement is transferable to a new owner of the Structure(s) at HES' discretion. If HES consents to such transfer, the annual renewal fee may be adjusted.
11. **TERMINATION:** HES's responsibilities, duties, obligations, and any liabilities under this Agreement shall terminate if HES is prevented or delayed from fulfilling any of its duties, obligations or responsibilities under the terms of this Agreement by reasons or circumstances beyond its control or by the Customer's interference or refusal to provide HES with access to Structure(s).
12. **SEVERABILITY:** Customer agrees that if any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.
13. **NON-PAYMENT:** Notwithstanding any provision within this Agreement to the contrary, HES may initiate legal action to recover all unpaid balances. In the event a collection agency is utilized or legal action becomes necessary to recover any unpaid balances, Customer will be responsible to pay all expenses associated with said collection, including attorney's fees and costs. In the event that Customer fails to pay any sum due and owed under the terms of this Agreement, HES has the right to immediately terminate this Agreement.

ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO THE LIQUID DEFENSE TREATMENT

1. **INCLUDED DOCUMENTS:** Customer acknowledges receipt of and agrees to comply with the *Customer Preparation Sheet for Post-Construction Subterranean Termite Treatments* and *Customer Fact Sheet for Subterranean Termites* provided by HES, which are incorporated by reference into this Agreement.

ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO THE TERMITE BAITING SYSTEM

1. **SERVICE EXPECTATION:** The *Termite Baiting System* relies on the natural foraging habit of subterranean termites to achieve control or elimination of their colonies. Achievement of this end result may take time and is dependent on the size and number of colonies present, the number of conducive conditions, the treatment method used, and the number and placement of the stations that are deployed. Additional damage to the Structure(s) may occur because of the time required to gain control. During the one (1) year term of this Agreement, HES will keep Customer advised of any new or increased activity in the monitoring stations, as well as the addition, removal or redeployment of the monitoring stations. Dow AgroSciences, LLC's product information regarding the characteristics of the system will be provided to Customer prior to system installation. HES reserves the right to change the brand of systemic termite control system in use at the Structure(s) at its discretion.
2. **OWNERSHIP OF TERMITE BAITING SYSTEM COMPONENTS:** The Customer understands and agrees that all components of the *Termite Baiting System* are and remain the property of HES or Dow AgroSciences, LLC. Upon termination of this Agreement for any reason, Customer grants HES or Dow AgroSciences, LLC permission to enter the service address and Structure(s) to recover all *Termite Baiting System* components.

RETREATMENT AND REPAIR OPTION

If Customer elects to purchase the *Retreatment and Repair* option found on the front of this Agreement, HES shall issue a *Subterranean Termite Damage Replacement Addendum* that modifies the terms, limitations, conditions and exclusions found within this Agreement. See our *Subterranean Termite Damage Replacement Addendum* for details.

Moneyback Guarantee: *This guarantee becomes effective 1 year from the date of the initial treatment and is conditioned upon the customer following HES's instructions as outlined in this Agreement, as well as the completion of all requested repairs and maintenance within 30 days of our initial inspection. A current balance, maximum 30 days, must be maintained on all HES's services to receive any refund under this guarantee. The refunded amount shall not exceed the amount of your annual renewal payment. Requests for refunds under this guarantee must be made in writing following a joint inspection of the property by an HES manager and Customer.

Thank you for choosing Hulett Environmental Services, Pest Control's Finest!
www.bugs.com

1-800-285-PEST (7378)



Customer Fact Sheet for Subterranean Termites

PLEASE NOTE that this form must be acknowledged by the Customer or Customer's Representative prior to any service(s) being performed. This form is also incorporated into your Service Agreement by reference. Refer to the Terms and Conditions of your executed Service Agreement for additional information.

What Are Subterranean Termites? Subterranean termites are both native and exotic (non-native) pests that live in colonies within the soil. Subterranean termites are the most destructive and most frequently encountered termite in Florida. Even though subterranean termites nest in the soil, they can attack structures by constructing mud tubes that connect their earthen nest to the wood inside of the structure. Subterranean termites are also capable of building aerial nests if all social groups of the termite hierarchy are present and a moisture source is available. Subterranean termites are social insects, meaning that they have a reproductives (king and queen) and many sterile nestmates. These sterile members - called workers and soldiers - do the majority of the work within the colony, while the king and queen remain together to produce more sterile nestmates for up to ten (10) years.

Subterranean Termite Facts:

- Termites don't sleep, take vacations, or holidays. They work 24 hours per day, 365 days per year.
- They eat cellulosic materials, including drywall, paper, fiberboard, cotton fabrics, plant fibers, and, most obviously, wood.
- The colonies are in soil to retain moisture, but also may sometimes also be found in wet wood.
- Subterranean termites will attack wood that is in direct contact with the ground.
- They build mud tubes to reach wood several feet aboveground, sometimes reaching fifty (50) or sixty (60) feet in length.
- Colonies can reach as many as three million (3,000,000) individuals for native subterranean termites, while exotic (non-native) termites may reach the five million (5,000,000) member mark in a mature colony.
- If large numbers are found swarming inside of a structure, it is a good indicator of a mature infestation.
- If large numbers are found swarming outside of a structure, it doesn't necessarily mean that the structure is infested, but is a definite reason to investigate the structure further.
- Colonies can operate in up to a three hundred (300) foot radius, with twelve (12) to eighteen (18) feeding sites, and members of the colony are constantly foraging for new feeding sites in that radius.

How Our Treatments Work. Subterranean termites tunnel through the top few inches of soil, foraging for food to feed their underground colony. The two treatment methods consist of Baiting or Liquid Defense. Foraging termites prefer our Bait more than wood, and once the Bait Stations installed around the perimeter of your home are discovered, the termites recruit others to feed. Once our Bait is ingested, it is spread throughout the colony, and the colony is prevented from molting and is eliminated. Our Liquid Defense subterranean termite control utilizes the newest non-repellent technology, employing a "stealth" termiticide that termites cannot detect until it's too late. This product is deployed to create a total barrier treatment around the perimeter of the structure into the top few inches of soil. As the termites attempt to forage, they unknowingly encounter the product and are eliminated, creating a complete barrier of protection surrounding your home.

What To Expect After Our Treatment. With our subterranean termite treatments, active termites in the treatment area will be exposed to the termiticide and immediately begin to transfer the product to other members of the colony. Due to their small size and relatively slow speed, however, the process can't be expected to collapse the colony in a short amount of time. In fact, you may even experience a swarm from the colony as it is starting to die off - it is their way of trying to save themselves from the treatment, indicating that the treatment is working and there is no need to worry. Swarmers do not cause damage to the structure, will not sting you, and will not bite you. These are the termites that become the reproductives within a newly founded colony. Termite swarmers only enter wood that is relatively sound with no varnishes, paints, or other coatings. They oftentimes will not enter plywood or particle board because it is not solid. Using something as simple as Windex or another household cleaner will kill the swarmers on contact and can then be cleaned up easily.

If you have any further questions, please do not hesitate to contact us directly at 800-285-7378.

<p>For Internal Use Only</p> <p>Account # <u>679113</u></p>

Indian River County Engineering Dept.
Customer's Printed Name (or Customer's Representative)

Customer's Signature (or Customer's Representative)

Date



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

CONSUMER CONSENT FORM

679113

ADAM H. PUTNAM
COMMISSIONER

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 preventative or corrective treatment of each wood-destroying organism. Unless issued for pre-construction treatment, this contract must be provided to you before any work is done and before any payment is made so that you have an opportunity to thoroughly read it and understand exactly what services are being provided.

TIPS: Be sure you understand:

1. All structures or building that will be included in the contract.
2. The duration of the contract and its renewal terms. (Most contracts are for five year periods, renewable annually, but others renew perpetually.) Verify how long the renewal rate will remain the same and, if it's allowed to increase, does the contract disclose a basis for the renewal increase (maximum percentage, cost of living, inflation, etc.)
3. Make sure the common name of the wood-destroying organism to be controlled by the contract is indicated and you understand which organisms are NOT covered.
4. The contract should state whether the treatment is preventative or corrective (treating an active infestation). Verify if a treatment is to be performed or not. If not, verify that the company has appropriate insurance coverage based on inspection and not based on "work performed".
5. The contract should state if it is a retreatment only or a retreatment and repair contract. If it is a retreatment and repair contract, make sure you understand what condition must occur to require the company to perform retreatment and/or repair. Also confirm that the maximum repair amount the company will pay is disclosed.
6. Finally, determine if the contract is transferable to a new owner if you happen to sell your property and the terms associated with this. Some companies charge a fee and others just request a written notification.

Rule 5E-14.105(7), Florida Administrative Code, states, "A structure shall not be knowingly placed under a second contract for the same wood-destroying organism control or preventative treatment in disregard of the first contract, without first obtaining specific written consent signed by the property owner or authorized agent using DACS form 13671, Consumer Consent Form."

I understand that I have an existing contract with Unknown (fill in company name) to provide wood-destroying organism(s) control or preventative treatment, and I am voluntarily entering into a second contract for control or preventative treatment for the same wood destroying organism(s), which may void the terms of the existing contract.

Indian River County Engineering Dept. _____ Date: _____
 Print Name of Consumer

 Signature of Consumer Title: Owner or authorized agent

Kevin Mears #02850 _____ Date: 02/10/2021
 Print Name of Pest Control Representative

 _____ Company: Hulett Environmental Services
 Signature of Pest Control Representative



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

Bureau of Inspection and Incident Response
3125 Conner Blvd, Suite N,
Tallahassee, FL 32399-1650
biircomplaints@freshfromflorida.com

ADAM H. PUTNAM
COMMISSIONER

CONSUMER NOTICE FORM

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

679113

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 Hulett Environmental Services (fill in company name) to provide wood-destroying organism(s) treatment, and I have read and understood the terms of the contract.

Indian River County Engineering Dept.

Print Name of Consumer

Date: _____

Signature of Consumer

Title: Property Owner or authorized agent

Kevin Mears #02850

Print Name of Pest Control Representative

Date: 02/10/2021

Signature of Pest Control Representative

Company: Hulett Environmental Services



CONFIDENTIAL

Credit Card Authorization Form



12973 83rd Ave.

For Office Use Only

Location #: 679113

Bill-To Location

Branch: 02 Treasure Coast

I hereby authorize Hulett Environmental Services to charge my credit card for services rendered as indicated below:

Name on Credit Card: _____ Phone #: _____

Billing Address: _____ Billing zip code: _____

Type of Card: Visa Master Card American Express Discover GreenSky

Card #: _____ Expiration Date: _____

Update existing card on account

1. **EasyPay Program** _____ (customer initials)

Authorization for Initial service payment of: \$ _____

PC \$ _____ Lawn \$ _____ Termite \$ _____

and to charge card after each regularly scheduled service or annual program.

PC \$ _____ Lawn \$ _____ Termite \$ _____

2. Authorization to charge card one time in the amount of \$ 1,027.00

PC \$ _____ Lawn \$ _____ Termite \$ 1,027.00

Advance Renewal \$ _____ Bad Debt Balance \$ _____

3. Authorization for down payment of services, and charging balance due after completion of service.

Down Payment Charged Now: \$ _____ Balance Charged Upon Completion: \$ _____ Date of Job: _____

Kevin Mears #02850

02/10/2021

Hulett Representative

Date

Customer Signature

Date

****Charge on your credit card statement will appear as Hulett Environmental Services.****