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PestShield
TERMITE & PEST SERVICES

6834 28th Street Circle East • Sarasota, FL 34243 • Office (941) 342-PEST (7378)
www.PestShieldServices.com

AGREEMENT FOR PEST SERVICES

ALL INCLUSIVE TOTAL PROTECTION PLAN

SERVICE ADDRESS

Spoonbill Courtyard
Customer Name
Woodstork Circle
Address
9 Buildings, 42 Units & Pool House
Address
Bradenton | FL | 34207
City, | State | Zip
Phone | Phone #2
jeff@pmihbpm.com
Email

BILLING ADDRESS

May 1st, 2019
Date of Agreement
c/o PMI Holmes Beach Property Mgmt; Jeff Richardson, LCAM
Authorized Agent
6400 Manatee Avenue West Suite F
Address
Address
Bradenton | FL | 34209
City | State | Zip
941-779-2223
Phone | Fax

SERVICES GUARANTEED! No if's, ANTS or BUGS about it!

Treatment for:

☒ General Household Insects including: Ants, Earwigs, Roaches, Silverfish, Scorpions, Spiders and Wasps

☐ Millipedes ☐ Bees ☐ Bats ☐ Fleas ☐ Ticks ☐ Bed Bugs ☐ German Roaches

Special Instructions: Service includes Quarterly Exterior Pest Services with interior services provided as needed. *As UPGRADED features,PestShield will provide the community with a Subterranean Termite guarantee as well as Rodent, Bat and Bed Bug Evaluations as needed at no additional cost to the association. Simply contact our office via phone, fax or email to make this request.*

All Services Guaranteed! No if's, ANTS or BUGS about it! (See attached agreement for termite guarantees.)

start 2019

SERVICES PERFORMED ON FREQUENCY CHECKED BELOW

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Quarterly Exterior Pest Service		X			X			X			X	
Interior Services As Needed	←											→
Rodent, Bat, & Bed Bug Evaluations As Needed	←											→
Subterranean Termite Guarantee		See Attached Agreement										

Customer agrees to pay for the services checked above at a rate of $**855.00** per **Quarter** for the duration of the pest agreement. Payment is due upon completion of service.

NOTICE TO BUYER/RIGHT OF CANCELLATION

This Service Agreement automatically renews on the anniversary of the initial service. Prior to service, Customer may cancel this agreement within 3 days of the date above by providing written notice. After initial service rendered, Customer may cancel this Agreement after the one year anniversary by providing a 30 day written notice to PestShield Termite & Pest Services, LLC: 6834 28th Street Circle East, Sarasota, FL 34243 or by fax to (941) 342-7376; please follow up with a phone call when submitting cancellation to verify receipt.

Carm DiBella — 5/1/19
PestShield Representative — Date

6834 28th Street Circle East
Address
Sarasota, | FL | 34243
City, | State | Zip

Jeff Richards — 6/24/19
Customer or Authorized Agent Signature — Date

PestShield
TERMITE & PEST SERVICES
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(941) 342-7376 Fax
6834 28th Street Circle East, Sarasota, FL 34243
www.PestShieldServices.com

WOOD DESTROYING ORGANISM SERVICE AGREEMENT

SERVICE ADDRESS	*BILLING ADDRESS*
Spoonbill Courtyard (Customer Name)	*May 1st, 2019* (Date of Agreement)
Woodstork Circle (Address)	*c/o PMI Holmes Beach Property Mgmt; Jeff Richardson, LCAM* (Authorized Agent)
9 Buildings, 42 Units & Pool House (Address)	(Address)
Bradenton FL *34209* (City, State, Zip)	*6400 Manatee Avenue West Suite F* (Address)
(Phone, Phone #2)	*Bradenton* FL *34209* (City, State, Zip)
jeff@pmihbpm.com (Email)	*941-779-2223* (Phone, Fax)

TREATMENT TYPE: ☐ SOIL TREATMENT ☐ WOOD TREATMENT

GUARANTEE: ☐ **PREMIUM, Repair and Re-treatment** ☒ **LIMITED, Re-treatment Only** ☐ **No Guarantee**

PESTSHIELD IS AUTHORIZED TO TREAT THE PREMISES DESCRIBED FOR:
☐ THE CONTROL OF AN EXISTING INFESTATION OF
☐ PREVENTION OF INFESTATION OF ☐ PRESUMPTIVE EVIDENCE OF

☐ Drywood Termites ☒ Subterranean Termites ☐ Formosan Termites
☐ Powder Post Beetles ☐ Old House Borers ☐ Other: _____

TREATMENT NOTICE LOCATION: _____

INITIAL TREATMENT	$ 0.00
OTHER SERVICES	$ 0.00
TAX	$ 0.00
TOTAL AMOUNT DUE	$ 0.00

SPECIAL INSTRUCTIONS/COMMENTS:

Subterranean Termite Guarantee: If live Subterranean Termites are observed, PestShield will treat accordingly.

PestShield guarantees the initial treatment for a period of **ONE** year(s) and agrees to offer the Customer an option to renew the Guarantee annually at a rate of $ **0.00** for **LIFE** year(s). *Customer understands that this Guarantee is contingent upon the renewal of the Quarterly Pest Services Agreement dated May 1st, 2019.* Customer must pay renewal fee on or before the end of the month of the expiration date or this Guarantee will be terminated effective the first day of the following month. PestShield agrees to offer the Customer an option to renew this Guarantee on an annual basis after the terms listed above have been fulfilled. PestShield reserves the right to adjust annual renewal rate after the 4th year as necessary with prior written notice to customer.

Customer agrees to make structure available for re-inspection. Annual re-inspections will be provided as deemed necessary by PestShield. PestShield is not responsible for the repair of visible or hidden damage existing prior to the date of scheduled initial service.

Liability limitations are identified on the reverse side of this Service Agreement and are subject to the terms and conditions listed on the reverse of this Agreement. The type of Guarantee checked above is issued to the customer upon completion of the initial treatment and payment in full. A brief explanation of Premium – Repair and Re-treatment: Guarantee provides for repair and re-treatment of new damage to the structure excluding personal contents against the wood destroying insects checked above at no additional cost to the customer. Damage occurring prior to the effective date of this Agreement is not covered under this Guarantee. **Limited – Re-treatment:** Guarantee provides for re-treatment only for any re-treatment deemed necessary by PestShield at no additional cost to the customer.

Transfer of Ownership will be provided upon written request from new property owner. This service is offered at no additional cost to all parties involved, provided that new property owner requests transfer in writing and pays outstanding balance on account within five business days of change of ownership. If balance is not satisfied, this Guarantee will terminate automatically on the fifth business day after change of ownership. PestShield reserves the right to adjust the annual renewal fee upon transfer of this Guarantee.

Alterations and/or Structural Additions: In the event the treated structure/soil is altered, modified or otherwise changed, customer will immediately notify PestShield in writing for proper instructions on any additional treatments that may be required by the changes made. Failure to notify PestShield in writing will terminate this Guarantee automatically effective on date modifications or alterations were made. PestShield reserves the right to exclude damage repair coverage from conditions or sources created by structural alterations, modifications or additions. As a result of this action, PestShield may require additional treatment, additional service charges and/or adjustment in annual renewal fees.

Allergies and sensitivities: If any occupants are prone to allergic reactions or sensitivities to pollen, dust, odors, chemicals, solvents, etc. or suffer from respiratory illnesses, you should consult your physician prior to any treatment performed on your property.

NOTICE TO BUYER

Do not sign this Agreement if blank. You are entitled to a copy of this Service Agreement at the time of authorized agent's signature. Prior to services rendered, customer may cancel this agreement within 3 days of the date above by providing written notice to: PestShield Termite & Pest Services, LLC: 6834 28th Street Circle East or by fax to (941) 342-7376; a phone call is required by customer when submitting cancellation to verify receipt.

Carm DiBella — PestShield Representative — *5/1/19* Date

6834 28TH Street Cir E — Address

Sarasota, *FL* *34243* — City, State, Zip

Jeff Richards — Customer or Authorized Agent Signature — 6/24/19 Date

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

NICOLE "NIKKI" FRIED
COMMISSIONER

CONSUMER NOTICE FORM

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

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

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

Jeff Richards
Print Name of Consumer

Date: 6/24/19

Signature of Consumer

Title: Property Owner or authorized agent

Carey DiBella
Print Name of Pest Control Representative

Date: 6/24/19

Signature of Pest Control Representative

Company: PestShield

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