



www.BugOutService.com

Bug Out Florida  
1-877-BUG-U-OUT  
info@bugoutservice.com

Bug Out Georgia  
1-833-662-8442  
infoGA@bugoutservice.com

Bug Out North Carolina  
1-877-BUG-OUT-1  
infoNC@bugoutservice.com  
N.C. Pest Control Lic. \_\_\_\_\_

Branch address: BLG - 6972 Blanding Boulevard, Jacksonville, FL 32244

Lead Source \_\_\_\_\_

## WOOD-DESTROYING ORGANISM PARTIAL TREATMENT AGREEMENT - NO WARRANTY OR GUARANTEE OFFERED -

DATE OF TREATMENT 11-27-23		<input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL	
<b>PURCHASER</b>		<b>PROPERTY</b>	
NAME asssit2build		NAME (if different from Purchaser) assist2build	
MAILING ADDRESS 3016 black creek dr		SERVICE ADDRESS (if different from mailing address) 636 SE baya dr	
CITY, STATE, ZIP CODE middleburg FL 32068		CITY, STATE, ZIP CODE lake city FL 32025	
PHONE (HOME)	PHONE (OFFICE)	PHONE (CELL)	EMAIL
		904-652-4182	bill@assist2build.org

Structure(s) to be treated include 1697 sq ft borate Linear Ft.: \_\_\_\_\_

Location of Notice of Treatment box \_\_\_\_\_

This is a Wood-Destroying Organism Partial Treatment Agreement - No Warranty or Guarantee Offered - ("Agreement") between Bug Out ("Company") and the above-named Purchaser ("Customer"). This Agreement is offered to ☐ Prevent ☐ Control an infestation of ☐ Eastern Subterranean Termites (Reticulitermes) Formosan Subterranean Termites (Coptotermes Formosanus). ☐ Drywood Termites (Kaloterms spp., Incisitermes spp., Cryptotermes spp.) ☐ Powder Post Beetles ☐ Old House Borers ☐ Others \_\_\_\_\_. The treatment provided will be a **Partial Treatment Only**, meaning that the treatment is restricted to a specific area of a Structure to control the wood-destroying organism selected or service under this Agreement. The specific area(s) of the Structure(s) to be treated is/are: \_\_\_\_\_

1697 sq ft borate

Service Charge: \$ 700	Payment Type: <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH <input type="checkbox"/> One-Time ACH <input type="checkbox"/> PO <input checked="" type="checkbox"/> Other billed _____
Sales Tax (if applicable): \$ _____	I, the Customer, authorize the Company listed to charge for my services by credit card/ACH/bank draft and understand that this payment information will be saved for future and reoccurring transactions on my account until I request cancellation of this authorization by calling or writing the branch location above. _____ (Initial if Applicable)
Total Charge: \$ 700	

By signing this Agreement, Customer hereby acknowledges that Customer has read and fully understands all terms, disclaimers, limitations, conditions and exclusions contained in this Agreement which affect COMPANY obligation to treat the above identified Structure(s). COMPANY and Customer are bound only by the terms of this Agreement and not by any other representation(s) whether oral, written, or otherwise.

11/14/2023  
Date

11/14/2023  
Date

2023-11-14

Bill Cornwell  
Customer (Property Owner or Agent)

By: \_\_\_\_\_  
Company Representative

If the sale of this service was conducted over the phone or online and the information provided by Customer is inaccurate, Company reserves the right to make changes to this agreement.

**The Buyers Right to Cancel • you, the buyer, may cancel this transaction at anytime prior to midnight of the third business day after the date of this transaction. Cancellation notice must be in writing by midnight of the third business day.**

## GENERAL TERMS AND CONDITIONS

### COMPANY AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 1. CUSTOMER'S ACKNOWLEDGMENT OF COMPANY'S OBLIGATION

Customer acknowledges and agrees that COMPANY's obligation under this Agreement is limited to a one-time pesticide application to the Structure identified above. No re-inspections or re-treatments will be made under this Agreement. Customer further acknowledges that **this Agreement contains no repair, re-treatment or inspection warranties, guarantees, agreements, or promises of any kind**

#### 2. SPECIFIC EXCLUSIONS

Customer agrees that this Agreement does not cover and COMPANY shall not be responsible or liable for any of the following:

- a. Damage of any nature to the Structure(s) or its contents, or any bodily injury resulting from any wood-destroying organism, pest, insect, fungi or mold.
- b. 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 any treatment, re-treatment and/or damage repair.
- c. With the exception of prevailing party fees awarded as a result of any collection action addressed in Paragraph 7 herein, 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 of procedure.
- d. Damage caused by COMPANY to trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the completion of any services provided under this Agreement.

#### 3. CHEMICAL SENSITIVITY

If Customer or an occupant of the Structure(s) knows, or believes, that he or she may be sensitive to pesticides, written notice must immediately be provided to COMPANY prior to any treatment of any area of the Structure(s). COMPANY reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide this notification represents Customer and occupants' assumption of the risk and waiver of any claims against COMPANY in connection with such sensitivity. Customer further agrees to indemnify, protect and hold harmless COMPANY 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.

#### 4. TERMINATION

COMPANY's responsibilities, duties, obligations, and any liabilities under this Agreement shall be terminated if COMPANY 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 COMPANY with access to Structure(s).

#### 5. BINDING ARBITRATION

Customer and COMPANY agree that any and all controversies or claims between them arising out of or relating to this Agreement, or the breach thereof, shall be settled solely and exclusively by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in the county where service is performed, using the substantive law of the State governing the issue or claim in dispute. The arbitrator shall be independent, mutually agreed upon, and to the greatest extent possible, be knowledgeable in pest control and building construction matters by education, experience, licensing and training to deal with the issues and claims presented. 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 this arbitration provision, (2) appointment of an arbitrator if one cannot be mutually agreed upon, or (3) enforcement of the arbitrator's decision. The Parties agree that the sole and exclusive venue of any suit shall be the county where service is performed. 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.

#### 6. 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.

#### 7. NON-PAYMENT

Notwithstanding any provision within this Agreement to the contrary, COMPANY may initiate a legal action to recover all unpaid balances. In the event a collection service is utilized or legal action becomes necessary to recover 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, COMPANY has the right to immediately terminate this Agreement.



**WILTON SIMPSON  
COMMISSIONER**

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

**CONSUMER CONSENT FORM**

Rule 5E-14.105, F.A.C.  
Telephone: (850) 617-7996; Fax: (850) 617-7981

**Respond to:**

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

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 the Consumer Consent Form (FDACS-13671 Rev. 09/16)."

I understand that I have an existing contract with Bugout (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.

asssit2build

Print Name of Consumer

*Bill Cornwell*

Signature of Consumer

justin wilcox

Print Name of Pest Control Representative

*Justin Wilcox*

Signature of Pest Control Representative

Date: 11/14/2023

Title: Property Owner or authorized agent  
(Owner or Authorized Agent)

Date: 11/14/2023

Company: Bugout