

## Pre-Construction Termite Service Agreement For Treatment And Repair

Agreement covers treatment & retreatment of infested areas of the Covered Structure and repair of damages caused by subterranean & Formosan termites (excludes dry wood termites).

This Pre-Construction Termite Service Agreement for Treatment and Repair ("Agreement") between Turner Pest Control, LLC ("Turner") and the Customer (the "Customer"). **Warranty, disclaimers, limitations, conditions, and exclusions on Turner's obligation to treat, repair, and retreat the Covered Structure are set forth in Agreement.**

**SERVICE & BILLING**

Account #: 766505 Owner's Name: none, none  
Covered Structure Address & Description: 1603 Sw Howell St Lake City, FL 32024-6432  
Billing Address (if different): 7104 Nw 42Nd Ln Gainesville, FL 32606  
Phone: 000-000-0000 Alternate Phone: \_\_\_\_\_  
Email Address: none@none.com

**TREATMENT**

Initial Treatment Date: 11/08/2022

Agreement authorizes Termite Service for the Covered Structure regarding the Covered Pests for the prevention and control of subterranean and Formosan termites. As detailed in this Agreement, Turner commits to pay up to \$1,000,000 for damage caused by subterranean & Formosan termites to the Covered Structure during the Covered Period. Agreement confirms that Turner provided Termite Service for the Covered Structure regarding the Covered Pests, including one or more of the following termite pretreatments have been performed in compliance and accordance with the Florida Statutes Section 482: installation, maintenance, and monitoring of an approved registered bait system used for subterranean and Formosan termites, a soil treatment, or wood treatment.


**PRICING AND  
PAYMENT TERMS**

Following the 4th Annual Renewal of this Agreement, Turner has the right to require a complete retreatment of the Covered Structure, subject to the Customer and Turner entering a termite service agreement at Turner's prevailing fees at that time. The treatment has been performed in compliance with 482 Installation, maintenance, and monitoring of an approved registered bait system used for subterranean and Formosan termites, a soil treatment, or wood treatment

Warranty Start Date	06/12/2023
Annual Renewal Fee (subject to annual adjustment by Turner)	\$ 300.00

**AGREEMENT**

Customer's signature below signifies agreement to fulfill all Customer's obligations in this Agreement.

 06/12/2023  
TURNER REPRESENTATIVE DATE

**SERVICE  
LOCATION**

- |  |  |
|--|--|
| <input type="checkbox"/> Jacksonville – 8400 Baymeadows Way, Ste 12, Jacksonville, FL 32256    | <input type="checkbox"/> Orlando – 3701 N John Young Parkway, Ste 105, Orlando, FL 32804 |
| <input type="checkbox"/> Jacksonville – 10255 Fortune Parkway, Ste 140, Jacksonville, FL 32256 | <input type="checkbox"/> Sarasota – 2155 12th St, Sarasota, FL 34237                     |
| <input type="checkbox"/> Jacksonville – 8565 Mallory Rd, Jacksonville, FL 32220                | <input type="checkbox"/> Stuart – 7803 SW Ellipse Way, Bldg B, Ste 5, Stuart, FL 34997   |
| <input type="checkbox"/> Baxley – 70 Mazda Dr, Baxley, GA 31513                                | <input type="checkbox"/> Tampa – 14175 Icot Blvd, Ste 100, Clearwater, FL 33760          |
| <input type="checkbox"/> Bonita Springs – 12759 Bonita Beach Rd, SE, Bonita Springs, FL 34135  | <input type="checkbox"/> Titusville – 309 Lagrange Ave, Titusville, FL 32796             |
| <input type="checkbox"/> Daytona – 454 S Yonge St, Unit 7D, Ormond Beach, FL 32174             | <input type="checkbox"/> Treasure/Space Coast – 360 Thor Ave, Ste 7, Palm Bay, FL 32909  |
| <input type="checkbox"/> Ocala – 1721 N Pine Ave, Ocala, FL 34475                              |  |

## Pre-Construction Termite Service Agreement For Treatment And Repair (continued)

This Agreement includes all the terms and conditions on the first page above and as set forth below.

1. **Contract Period.** This Agreement begins on the Initial Treatment Date (the "Effective Dates") and continues for 1-year (the "Contract's Initial Term"). After the Contract's Initial Term, this Agreement renews annually for consecutive 1-year terms ("Annual Renewal") upon written approval by one of Turner's Florida Department of Agriculture and Consumer Services licensed field inspector and, if the Builder has transferred the Covered Structure's ownership to the Homeowner, Turner has performed the "Initial Inspection", as Turner determines necessary, of the Covered Structure. The "Contract Period" shall begin on the Effective Date and continues through each consecutive Annual Renewal thereafter. In any period when the Renewal Fee is not received timely or Turner does not approve the renewal, then this Agreement terminates immediately (except for Customer's payment obligations and Customer's Obligations in Section 8 below regarding payment and the Contract Period immediately ends).
2. **Covered Structure (and Limitation On Covered Structure).** The sole structure covered by this Agreement is generally identify on the first page and more specifically identified in the graph/drawing attached as Scheduled A (the "Covered Structure").
  - a. In no circumstances will the Covered Structure include wood decks, steps, fences, walk-ways, any other wooden structures outside the foundation perimeter of the Covered Structure, plants, trees, flowers, shrubs, or other landscaping, regardless of physical attachment to or proximity to the Covered Structure.
  - b. Customer shall timely notify Turner of any additions or alterations to the Covered Structure without regard to whether the Customer intends to add such additions or alterations to the Covered Structure to this Agreement. Customer's addition or alteration of the Covered Structure may result in the Customer being obligated to pay for additional Termite Service (defined in Section 4 below) regarding the Covered Structure, any additions or alternations to the Covered Structure, or both. Further, such additions or alternations to the Covered Structure may require, at Turner's discretion, pretreatment of such additions or alternations which may result in addition fees or charges. Customer's failure to obtained or permit pretreatment of such additions or alternations shall, at Turner's discretion, limit Turner's commitments and obligations in this Agreement, including but not limited those set forth in Sections 6, 7, & 9 below.
3. **Covered Pests.** The Termite Service (defined in Section 4 below) for the Covered Structure are provided only for subterranean termites and Formosan termites (collectively, the "Covered Pests"). See also Section 9 Exclusions and Section 10 Limitations below. Turner reserves the right, solely in its discretion, to include additional pests as Covered Pests upon Notice.
4. **Termite Service.** Turner commits to providing installation, maintenance, and monitoring of an approved registered bait system used for subterranean and Formosan termites, a soil treatment, or wood treatment for the Covered Structure regarding the Covered Pests (collectively, "Termite Service").
5. **Termite Service Retreatment Period.** During the Contract Period Turner commits to providing the Termite Service described above for the Covered Structure. Turner may provide additional Termite Service as Turner, in its sole discretion, deems necessary at no additional charge to the Customer during the Contract Period. After the Contract's Initial Term, Turner may require the Covered Structure to be completely retreated, at Turner's sole discretion and subject to Turner and the Covered Structure's owner entering into either a Termite Service Agreement For Treatment & Retreatment or a Termite Service Agreement For Treatment and Repair.
6. **Covered Repairs for Covered Structure (and Limitations Of Covered Repairs).** If activity by subterranean or Formosan termites (the "Termite Activity", as defined in Section 6.d. below) causes physical damage to the Covered Structure during the Contract Period, which physical damage is reported to or discovered by Turner within 60 days of such Termite Activity, then Turner will perform an inspection and evaluation of such Termite Activity, provide a brief description of the actual physical damage to the Covered Structure caused solely by the Termite Activity, and provide the anticipated scope of repairs to the Covered Structure (the "Covered Repairs"). Turner will pay for the Covered Repairs (as detailed in this Agreement).
  - a. In no circumstance will Turner pay for, or be obligated to pay for, any damages or repairs caused or necessitated, in whole or in part, by Termite Activity which occurred before the Initial Treatment Date or before the Termite Service provided during pre-construction.
  - b. In no circumstance will Turner pay for, or be obligated to pay for, any damages or repairs caused or necessitated, in whole or in part, by Termite Activity at any time other than the Contract Period.
  - c. The phrase "Termite Activity" shall mean the presence of live subterranean or Formosan termites with proper identification and verification by Turner, as well as visible evidence of damage present from the identified termites.
  - d. Notwithstanding any other duty, obligation, or commitment in this Agreement, Turner's obligations, duties, or commitments under the Agreement shall not include payment for repair or replacement of any specially created, made, produced, or manufactured wall coverings, floor coverings, moldings, paneling, tile or other cosmetic work at or in the Covered Structure.
7. **Turner's Commitments & Warranty Regarding Covered Repairs for Covered Structure (and Limitations Of Commitments & Warranty).**
  - a. Turner may suggest an independent, insured, Florida licensed General Contractor, which the Customer may retain to perform the Covered Repairs (the "Contractor"). If the Customer elects to hire the Contractor to perform the Covered Repairs, Turner will instruct the Contractor of the scope of the Covered Repairs, on behalf of Customer. Further, on the Customer's behalf, Turner will pay the Contractor in full for the Covered Repairs once the Covered Repairs have been substantially completed in a good and workmanlike manner. Turner's payment to the Contractor for performance of the Covered Repairs will satisfy all the Customer's obligations to the Contractor for the Covered Repairs. Likewise, Turner's payment to the Contractor for substantial completion, in a good and workmanlike manner, of the Covered Repairs shall be deemed the full and complete satisfaction of, as well as release of, Turner's commitments and obligations to the Customer for the Covered Repairs. Upon Turner's payment Customer shall sign a complete release of Turner for all commitments, obligation, and duties regarding the Covered Repairs for the Covered Structure.
  - b. If Customer does not elect to hire the Contractor, and instead elects to retain a different Florida licensed and insured General Contractor ("Alternate Contractor") to make the Covered Repairs, then Turner will pay the Customer for the Covered Repairs actually performed by the Alternate Contractor. The amount Turner will pay the Customer for the Covered Repairs shall not exceed Turner's estimate for the cost of the Covered Repairs for the Covered Structure. Turner's payment to the Customer for the Covered Repairs performed by the Alternate Contractor shall be deemed the full and complete satisfaction of, as well as release of, Turner's commitments, duties, and obligation regarding the Covered Repairs for the Covered Structure under this Agreement. Upon Turner's payment to Customer, Customer shall sign a complete release of Turner for all commitments, obligation, and duties regarding the Covered Repairs for the Covered Structure.

- c. Turner shall have no obligation, duty, or commitment to repair, or pay for repair to, the Covered Structure or any other property except as explicitly set forth in this Agreement and as limited by this Agreement.
  - d. Turner will remain obligated as set forth in this Agreement for physical damages to the Covered Structure resulting from Termite Activity which exists but is not set forth in the Covered Repairs.
8. **Customer's Obligations to Turner.** The Customer's failure to fulfill any of Customer's obligations under this Agreement shall, at Turners' sole discretion (as may be permitted under applicable law), result in immediate termination of this Agreement and the Contract Period, which termination will result in waiver of any claim by Customer for refund of any amounts paid to Turner. In addition to the Customer's obligations set forth elsewhere in this Agreement, Customer's obligations are as follow:
- a. Customer shall cooperate fully with Turner during the Contract Period as is reasonable and customary to permit Turner to fulfill its commitments under this Agreement. This cooperation includes, but is not limited to, permitting Turner personnel and assigned professionals to fully inspect and evaluate the Covered Structure as Turner deems reasonably necessary for the Termite Service as well as inspection and evaluation with respect to any potential, actual, or observed Termite Activity, suspected or actual damages from such Termite Activity before the area of such Termite Activity is, in any manner, altered, destroyed, or repaired.
  - b. Customer shall notify Turner within 48 hours of any suspected, potential, actual, or observed activity by any subterranean or Formosan termite.
  - c. Customer shall maintain the Covered Structure free from any factors or conditions conducive, including Conducive Conditions (as defined in Section 10.b.i. below), to infestation or re-infestation by termites.
  - d. The Customer waives and holds Turner harmless (to the extent permissible under applicable law) from any existing or future claims arising from or relating to the Termite Service or Covered Repairs, except for a claim to enforce the terms and conditions of this Agreement.
  - e. The Customer waives and holds Turner harmless (to the extent permissible under applicable law) from all other direct, as well as all indirect, consequential, or punitive damages or expenses arising from or related to Turner's performance of this Agreement.
9. **Services, Pests, Property Excluded From Termite Service & Turner's Commitments Or Obligations.**
- a. This Agreement excludes all wood destroying organisms and arthropod that are not specifically identified as Covered Pests in Section 3, as well as any damage to the Covered Structure or Customer's other property which excluded pests, in whole or in part, may have caused or have caused. These excluded pests would include, by way of non-comprehensive example, dry wood termites/powerpost termites (*Calcaritermes nearcticus*, *Cryptotermes brevis*, *Cryptotermes cavifrons*, *Incisitermes milleri*, *Incisitermes minor*, *Incisitermes schwartzi*, *Incisitermes snyderi*, *Kaloterms approximatus*) and related species, damp wood termites (*Prorethia simplex*, *Neoterms castaneus*, *Neoterms luykxi*, *Neoterms jouteli*), arboreal/subterranean termites (*Termitidae*, *Nasutitermes corniger*) and related species, including any boring beetles (*Coleoptera*, *Bostrichidae*, *Lyctinae*, *Lyctus brunneus*, *Lyctus linearis*, *Lyctus planicollis*, *Bostrichidae*, *Bostrichinae*, *Heterobostrychus aequalis*, *Dinoderus minutus*, *Sobicia declivis*, *Anobiidae*, *Euvrilletta peltata*, *Xestobium rufosellum*, *Hemicolus carinatus*, *Anobium punctatum*, *Cerambycidae*, *Hyloterpes bajulus*, *Smodicum cucurbitiforme*, *Arhopalus productus*), fungi/brown rots (*Serpula lacrymans*, *Fibroporia vaillantii*, *Coniophora puteana*, *Chaetomium* spp., *Ceratocystis* spp., *Kretzschmaria deusta*, *Chaetomium* spp., *Ceratocystis* spp., *Kretzschmaria deusta*, *Phanerochaete chrysosporium*, *Meruliporia incrassata* - previously *Poria incrassata*).
  - b. This Agreement excludes any infestations by Covered Pests or excluded pests resulting from Conducive Conditions (as defined in Section 10(b)(i) below).
10. **Limitations On Termite Service & Turner's Commitments Or Obligations.**
- a. In no circumstance will Turner be obligated, have a duty, or be committed to make any payment under this Agreement which exceeds the lesser of the replacement cost of the Covered Structure or the value of the Covered Structure, up to a maximum of \$1,000,000.
  - b. In no circumstance will Turner have obligations, duties, or commitments in this Agreement or otherwise arising by statute or in common law to pay for or provide any services or repairs to any of the following:
    - i. Any damage to or repairs to the Covered Structure that were in any way caused or contributed to, in whole or in part, by "Conducive Conditions". Conducive Conditions means any circumstance that contribute to, cause, or create a condition or physical situation particularly susceptible to subterranean termites or Formosan Termites which Customer fails to remedy within 60 days after identification of such circumstance.
    - ii. Any damage to or repairs to the Covered Structure that were in any way caused or contributed to, in whole or in part, by Termite Activity that existed before the time of the Initial Treatment Date, or that was or has been hidden or concealed from Turner's inspections identified in Section 4.
    - iii. Any repairs to the Structures that were in any way caused or contributed to by circumstances or conditions other than Termite Activity.
    - iv. Any area where stucco, coquina, Styrofoam, EIFS, exterior insulation finishing system, and any other material is applied in a manner conducive to infestation or is in direct contact with the ground.
    - v. Any area where moisture conditions conducive to infestation exist, such as but not limited to faulty plumbing, roof leaks, planter boxes or any other conditions that supply water to termites allowing them to survive above ground.
11. **Miscellaneous Terms.**
- a. This Agreement and its attachments/schedules contain the entire agreement between Turner and Customer, and no other statements or representations are binding upon the parties. Further, in entering this Agreement, Customer has not, and is not, relying on any representation or statement that may have been made by Turner or any person representing Turner except as set forth in this Agreement. This Agreement's terms and conditions may not be modified, altered, or changed by any Turner representative without written approval from Turner's Corporate Office of such modification, alteration, or change. **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES APPLICABLE TO THIS AGREEMENT EXCEPT AS EXPLICITLY SET FORTH HEREIN AND ANY CLAIM RELYING UPON A WARRANTY NOT EXPLICITLY SET FORTH HEREIN IS HEREBY WAIVED BY THE CUSTOMER, INCLUDING BUT NOT LIMITED ANY IMPLIED WARRANTY, MERCHANTABILITY WARRANTY, OR WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE.**
  - b. Turner reserves the right to increase service fees regardless of payment terms or discounts applied.

- c. Customer agrees to Turner sending Customer any and all communications, including billing, by automated call, email, or text message at the email address or phone number Customer provided to Turner, as recorded on the first page of this Agreement. Further, as used in this Agreement, the term Notice shall mean Turner sending Customer communication by automated call, email, or text message. If such Notice includes any alterations or changes in Turner's duties, obligations, or commitments set forth in this Agreement, then such alterations or changes shall be effective upon 30 days of Turner sending the Notice.
- d. There are no third-party or non-party beneficiaries to this Agreement and Customer agrees to indemnify and hold Turner harmless from any claims by any third-party or non-party arising from the performance of this Agreement.
- e. If the Covered Structure is sold or ownership is otherwise altered or changed, in any manner, during the Contract Period, then this Agreement is transferrable to the Covered Structure's new or additional owner(s) only upon (i) written approval by one of Turner's Department of Agriculture And Consumer Service licensed field inspector, and (ii) Turner's receipt of payment of a \$150 transfer fee. Upon such approved transfer and receipt of the transfer fee, the new or additional owner(s) of the Covered Structure shall be included as Customer.
- f. In the event of a change in the existing law as it relates to this Agreement, Turner reserves the right either terminate this Agreement upon 10 days written Notice to the Customer (or as otherwise required by law), or to adjust the Renewal Payment, to amend the terms of this Agreement at the beginning of each Renewal Period, or both.
- g. The law of the State where the Covered Property is located shall control this Agreement and any issues arising from the relationship established or existing under this Agreement, without regard to any choice of laws determinations. The venue for any dispute regarding this Agreement or the relationship arising from this agreement shall be solely Duval County, Florida. The parties to this Agreement waive any rights they may have to a jury trial for enforcement of this Agreement or regarding any dispute arising from the relationship commenced or arising from this Agreement of the negotiations thereof. If any provision of this Agreement or portion thereof is found unenforceable for any reason, then that unenforceable provision or portion shall be severed from this Agreement with no effect on the enforceability of the remainder of the Agreement.
- h. **CHEMICAL SENSITIVITY OF SPECIAL HEALTH CONDITIONS:** If the Customer believes that the Customer or other occupants or visitors to the Covered Structure (a) are or may be sensitive to pesticides/termicide or their odors; (b) be pregnant; (c) have other health conditions that may be affected by pesticides/termicide or their odors, the Customer must notify a Turner Florida Department of Agriculture and Consumer Services licensed field inspector in advance of treatment, including whether the Customer or other occupants or visitors have consulted a medical doctor or other health care practitioner regarding such sensitivity or condition. Turner reserves the right, upon such notification, to deny or terminate the Agreement. Failure to provide notification constitutes the Customer's assumption of risk and waiver of any and all claims against Turner in connection with such sensitivity or condition, as well as agreement to indemnify and hold Turner harmless from any claims by the Customer, other occupants of the Covered Structures, or visitors to the Covered Structure.
- i. Turner maintains the insurance coverage required by the law in the jurisdiction where the Covered Property is located, and information about such required insurance coverage is available from Turner's Corporate Office.
- j. Turner shall not be held liable or in any way responsible or obligated to the Customer as a result of any failure to perform pursuant to this Agreement, if such failure arises out of a cause beyond the control or without the fault or negligence of Turner. Such causes may include but are not limited to acts of God, acts of a public enemy, acts of civil or military authority, events resulting in Termite Service or any portion of thereof becoming economic losses, governmental actions, unavailability of energy resources, system or communication failure, delay in transportation, fires, strikes, civil protests, riots or war, or contagions such as pandemics. In the event of any such cause then Turner may use commercial reasonable efforts to fulfill this Agreement without waiver of the provisions of this clause.
- k. **Turner maintains the insurance coverage required by the Georgia Structural Pest Control Act and Florida State Statute 482 and information about this insurance is available from Turner upon request.**

# Subterranean Termite Protection Builder's Guarantee

OMB Approval No. 2502-0525  
(exp. 09/30/2022)

This form is completed by the builder.

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. Section 24 CFR 200.926d(b)(3) requires that the sites for HUD insured structures must be free of termite hazards. This information collection requires a licensed Pest Control company to provide the builder a record of specific treatment information in those cases when if any method other than use of pressure treated lumber is used for prevention of subterranean termite infestation. When applicable, form HUD-NPMA-99-B must accompany the form HUD-NPMA-99-A. Builders, pest control companies, mortgage lenders, homebuyers, and HUD as a record of treatment for specific homes will use the information collected. The information is not considered confidential, therefore no assurance of confidentiality is provided. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law".

This form is submitted for proposed (new) construction cases when prevention of subterranean termite infestation is specified by the builder or required by the lender, the architect, FHA or VA.

This form is to be completed by the builder. This guarantee is issued by the builder to the buyer. This guarantee is not to be considered as a waiver of, or in place of, any legal rights or remedies that the buyer may have against the builder.

FHA/VA Case No.: \_\_\_\_\_

Location of Structure(s) (Street Address, or Legal Description, City, State and Zip): 1603 Sw Howell St

Lake City, FL 32024-6432

Buyer's Name: none, none

Builder is to check and complete either box 1 or box 2.

1. ☒ Pest Control Company Applied Treatment (See HUD-NPMA 99B for treatment information)

The undersigned builder hereby certifies that a State licensed or otherwise authorized pest control company (where required by State law) was contracted to treat the property at the location referenced above to prevent subterranean termites. The builder further certifies that the contract with the pest control company required the treatment materials and methods used to be in conformance with all applicable State and Federal requirements. All work required by the contract has been completed unless noted on HUD-NPMA 99B. Where not prohibited by applicable State requirements, the buyer, for an additional fee payable to the pest control company, may extend the protection against subterranean termites. Contact the pest control company listed on the attachment for further information.

The builder hereby guarantees that, if subterranean termite infestation should occur within one year from the date of closing, the builder will ensure that a licensed or otherwise State authorized pest control company will treat as necessary to control infestations in the structure. This further treatment will be without cost to the buyer. If permitted by State law, the buyer may contract directly, at the buyer's expense, with a pest control company to inspect the property on a periodic basis and use EPA registered products to control any infestation. The builder will not be responsible for guaranteeing such contracted work. The builder further agrees to repair all damage by subterranean termites within the one-year builder's warranty period. This guarantee does not apply to additions or alterations that are made by the buyer, which affects the original structure or treatment. Examples include, but are not limited to, landscape and mulch alterations, which disturb the treated area and create new subterranean termite hazards, or interfere with the control measures. If within the guarantee period the builder questions the validity of a claim by the buyer, the claim will be investigated by an unbiased expert mutually agreeable to the buyer and builder. The report of the expert will be accepted as the basis for disposition of the case. The non-prevailing party will pay the cost of any inspections made to investigate the claim. For further information, contact your State structural pest control regulatory agency. **All service must be in compliance with the International Residential Code.**

Type of Service::                      Termite Bait System                      Field Applied Wood Treatment                      ☒ Soil Treatment                      Installed Physical Barrier System

2. ☐ Builder Installed Subterranean Termite Prevention using Pressure Treated Lumber

The builder certifies that subterranean termite prevention was installed using pressure treated lumber only and certifies that use of the pressure treated lumber is in compliance with applicable building codes and HUD requirements specified in FHA Single Family Housing Policy Handbook 4000.1 (4000.1). **Note: Using pressure treated sills as a sole method of termite prevention is NOT acceptable and violates the requirements of the 4000.1.**

Initial of Builder

Date

Attachments: NPMA-99-B

Builder's Company Name: Schafer Construction

Phone No: \_\_\_\_\_

Builder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Consumer Maintenance Advisory regarding integrated Pest Management for Prevention of Wood Destroying insects.** Information regarding prevention of wood destroying insect infestation is helpful to any property owner interested in protecting the structure from infestation. Any structure can be attacked by wood destroying insects. Periodic maintenance should include measures to minimize possibilities of infestation in and around a structure. Factors which may lead to infestation from wood destroying insects include foam insulation at foundation, earth-wood contact, faulty grade, firewood against structure, insufficient ventilation, moisture, wood debris in crawl space, wood mulch, tree branches touching structures, landscape timbers, and wood rot. Should these or other such conditions exist, corrective measure should be taken by the owner in order to reduce the chances of infestations by wood destroying insects, and the need for treatment.

An original and one copy of this guarantee are to be prepared by the builder and sent to the lender. The lender provides one copy to the buyer at closing and includes a copy in the VA loan package or HUD insurance case binder. The builder sends one copy to the licensed pest control company which performed the treatment.

Attached is a copy of the state authorized pest control company's New Construction Subterranean Termite Service Record, HUD-NPMA-99-B.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729.3802)

# New Construction Subterranean Termite Service Record

OMB Approval No. 2502-0525  
(exp. 09/30/2022)

This form is completed by the licensed Pest Control Company

**Public reporting burden** for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 24 CFR 200.926d(b)(3) requires that the sites for HUD insured structures must be free of termite hazards. This information collection requires the builder to certify that an authorized Pest Control company performed all required treatment for termites, and that the builder guarantees the treated area against infestation for one year. Builders, pest control companies, mortgage lenders, homebuyers, and HUD as a record of treatment for specific homes will use the information collected. The information is not considered confidential, therefore, no assurance of confidentiality is provided.

This report is submitted for informational purposes to the builder on proposed (new) construction cases when treatment for prevention of subterranean termite infestation is specified by the builder, architect, or required by the lender, architect, FHA, or VA.

All contracts for services are between the Pest Control company and builder, unless stated otherwise.

## Section 1: General Information (Pest Control Company Information)

Company Name: Turner Pest Control LLC  
Company Address 4454 SW 41st Blvd City Gainesville State FL Zip 32608  
Company Business License No. JB112358 Company Phone No. 800-225-5305  
FHA/VA Case No. (if any) \_\_\_\_\_

## Section 2: Builder Information

Company Name Schafer Construction Phone No. \_\_\_\_\_

## Section 3: Property Information

Location of Structure (s) Treated (Street Address or Legal Description, City, State and Zip) 1603 Sw Howell St, Lake City, FL 32024-6432

## Section 4: Service Information

Date(s) of Service(s) 11/08/2022 05/09/2023 06/09/2023  
Type of Construction (More than one box may be checked) ☒ Slab ☐ Basement ☐ Crawl ☐ Other \_\_\_\_\_

Check all that apply:

- ☒ A. Soil Applied Liquid Termiticide  
Brand Name of Termiticide: Premise Pro .05% EPA Registration No. 432-1449  
Approx. Dilution (%): 0.05 Approx. Total Gallons Mix Applied: 510.00GA Treatment completed on exterior: ☒ Yes ☐ No
- ☐ B. Wood Applied Liquid Termiticide  
Brand Name of Termiticide: \_\_\_\_\_ EPA Registration No. \_\_\_\_\_  
Approx. Dilution (%): \_\_\_\_\_ Approx. Total Gallons Mix Applied: \_\_\_\_\_
- ☐ C. Bait system Installed  
Name of System \_\_\_\_\_ EPA Registration No. \_\_\_\_\_ Number of Stations installed \_\_\_\_\_
- ☐ D. Physical Barrier System Installed  
Name of System \_\_\_\_\_ Attach installation information (required) \_\_\_\_\_

Service Agreement Available? ☒ Yes ☐ No

Note: Some state laws require service agreements to be issued. This form does not preempt state law.

Attachments (List) Pre-Construction Home Termite Servicing Agreement

Comments \_\_\_\_\_

Name of Applicator(s) BYRNE, MICHAEL Certification No. (if required by State law) JF290295

The applicator has used a product in accordance with the product label and state requirements. All materials and methods used comply with state and federal regulations.

Authorized Signature Paul Drury Date 06/12/2023

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)





## CERTIFICATE OF COMPLIANCE FOR TERMITE PROTECTION

INFORMATION REQUIRED AS PER FLORIDA BLDG CODES 104.2.6 & 1816.1

CONTRACTOR: Schafer Construction

PERMIT #:

SITE LOCATION: 1603 Sw Howell St  
Lake City, FL 32024-6432

DATE OF TREATMENT: 06/09/2023 TIME OF TREATMENT: 10:31:29 AM

AREA TREATED: SQUARE FOOTAGE: 0 LINEAR FOOT: 0

IDENTITY OF APPLICATOR: BYRNE, MICHAEL

PRODUCT NAME: Premise Pro .05%

CHEMICAL NAME: IMIDACLOPRID

(Different from product)

(For bait systems - list chemical name that will be used if termites are detected)

PERCENT CONCENTRATION: 0.05

(For bait systems - if you don't have the %=tell how many stations per foot)

NUMBER OF GALLONS: 510.00GA

(For bait systems - enter # of stations used)

### FINAL STATEMENT:

THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH THE RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

I AGREE THAT THE ABOVE INFORMATION IS CORRECT AND REFERS TO THE ADDRESS LISTED ABOVE:

MICHAEL LITSEY / JF190027  
CERTIFIED PEST CONTROL OPERATOR  
TURNER PEST CONTROL, LLC.

Corporate Office  
8400 Baymeadows Way, Suite 12 · Jacksonville, Florida 32256  
Phone: 904-355-5300



Congratulations on your new home!

Our experts will help you keep your home pest-free and your family and pets safe with our comprehensive services. After all, we've been taking care of homes and neighborhoods for over 50 years.

You can rest assured knowing that your home is protected from Subterranean and Formosan termites. We use only the most effective termite treatment methods and products to protect your home and offer a \$1 million repair and re-treat guarantee. Please call us at 855-936-4954 **within 14 days** to transfer the warranty over to your name. We will also discuss all of your additional program benefits and options with you at that time.

Turner's additional services include the SMART TurnerGuard program, offering powerful termite control, complete pest control, and 24/7 digital rodent control. For those looking to level-up their smart home game, our SMART service is the ultimate game changer.

While we've grown a lot since we began in 1971, our focus will always be on providing thorough, professional service to our clients. We know you have plenty of options when it comes to pest control services. That's why we work hard to earn your business with every visit.

We promise that Turner Pest Control will be the best choice for you. Congratulations again on your new home!

Thank you,

Cheri Michaels

President

Turner Pest Control





# Introducing the Future of Pest Control.

## Welcome to the Turner Pest Control Family!

### Preserving Your Investment with Termite Control

- Your new home has been pre-treated with the most effective termite treatment products and methods available.
- Our termite protection far exceeds the industry's minimum requirements.
- Once you transfer the warranty, it is easy and affordable to renew each year.
- You are protected from Subterranean and Formosan termites.
- We include \$1 million repair and retreatment guarantee for your home with no deductible.
- In addition to termite control, we offer all of the interior and exterior services you need for a pest-free home and lawn.

### SMART Pest Control for Your Home

- Our technicians understand the special requirements of controlling pests in Florida, including roaches, ants, fleas, ticks, spiders, termites, rodents, mosquitoes, bed bugs, and more!
- We provide free additional service calls. If you need us between regularly scheduled service, we'll be there at no extra charge.
- Turner's premiere service, the SMART TurnerGuard program, offers powerful termite control, complete pest control, and 24/7 digital rodent control. For those looking to level-up their smart home game, our SMART service is the ultimate game changer.

Visit [www.turnerpest.com](http://www.turnerpest.com) or call 800-225-5305