



P.O. Box 357671  
Gainesville, FL 32635-7671  
352-378-2433-Office  
352-872-5007-Fax  
www.BrookerPestControl.com

**CERTIFICATE OF COMPLIANCE FOR TERMITE PROTECTION**

(As required by Florida Building Code (FBC) 1816.1.7)

Address of treatment or lot/block of treatment: 108 SW Bluebird Crt. Fort White, FL 32038

Describe method of termite prevention treatment: Trench & Treat around structure

The building has received a complete treatment for the prevention of subterranean termites. Treatment is in accordance with rules and laws, established by the Florida Department of Agriculture and Consumer Services.

Authorized Signature

09/02/2022

Date



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**DAMAGE REPAIR AND RETREAT CONTRACT  
PRE/POST-CONSTRUCTION SERVICE AGREEMENT  
for Eastern Subterranean Termites**

☐ Same as service address

G.W. Robinson Builder, Inc.

Account Name: First Middle Initial Last  
108 SW Bluebird Ct  
Service Address: Street  
Fort White FL 32038  
City State Zip Code  
Service Phone: Home Office Fax

Billing Name: First Middle Initial Last  
6208 NW 43 St  
Billing Address: Street  
Gainesville FL 32653  
City State Zip Code  
352-373-1724  
Billing Phone: Home Office Fax

- TYPE OF STRUCTURE: ☒ RESIDENTIAL ☐ COMMERCIAL ☐ MULTI-UNIT/BUILDINGS: \_\_\_\_\_  
•TYPE OF CONSTRUCTION: ☐ CRAWLSPACE ☒ SLAB ☐ BASEMENT ☐ OTHER: \_\_\_\_\_  
•STRUCTURES FOR SERVICE: ☒ MAIN DWELLING ☐ OTHER: \_\_\_\_\_  
•TYPE OF INITIAL TREATMENT: ☐ POST-CONSTRUCTION ☒ PRE-CONSTRUCTION ☐ OTHER: \_\_\_\_\_  
•TREATMENT TYPE: ☒ LIQUID APPLICATION ☐ WOOD MEMBER  
•PURPOSE OF SERVICE: ☒ PREVENTION ☐ PRESUMPTIVE EVIDENCE ☐ EXISTING INFESTATION  
•LOCATION OF TREATMENT NOTICE: ☐ WATER HEATER ☐ KITCHEN CABINET DOOR ☐ BREAKER BOX ☐ OTHER: \_\_\_\_\_

**INITIAL INVESTMENT**

Subterranean Termite Treatment...\$ Paid by builder  
Applicable Sales Tax.....\$  
**TOTAL INITIAL COST..\$**  
Down Payment.....\$  
**BALANCE DUE.....\$**

**METHOD OF PAYMENT**

BALANCE OF \$ \_\_\_\_\_  
☐ Due Upon Completion by: ☐ Check ☐ Cash ☐ Credit Card  
☐ To be paid from "Closing Proceeds" or Within 30 days, Whichever is First  
☐ Approved Financing \_\_\_\_\_ Payments @ \$ \_\_\_\_\_ per month  
**DOWN PAYMENT PAID BY:**  
☐ CHECK # \_\_\_\_\_ ☐ CASH ☐ M/C ☐ VISA  
Card # \_\_\_\_\_ Exp. Date \_\_\_\_/\_\_\_\_/\_\_\_\_

THE FOLLOWING AGREEMENT WILL BE EFFECTIVE UPON COMPLETION OF TREATMENT & BROOKER RECEIVING FULL PAYMENT. SEE THE REVERSE SIDE FOR A DETAILED EXPLANATION OF GUARANTEE ALONG WITH ALL DISCLAIMERS, LIMITATIONS, CONDITIONS OR EXCLUSIONS REGARDING THIS AGREEMENT

☒ **DAMAGE REPAIR & RETREAT AGREEMENT for:**

Eastern Subterranean Termites\*.....Annual Renewal Fee \$ 315.00  
\*Does NOT include Formosan Termites

**SERVICE PROVISIONS**

The initial treatment shall be guaranteed for a period of one (1) year from the date the property is first treated. The Agreement may be renewed annually for up to four (4) additional years provided that the COMPANY has an opportunity to visually re-inspect the treated property on an annual basis and payment of the Annual Renewal Fee is made on or before the expiration of the annual agreement period. The COMPANY agrees to the amount of the Annual Renewal to remain fixed as listed above for the first year. The COMPANY reserves the right to increase the Annual Renewal Fee after the first year by giving the agreement holder a minimum thirty-day notice of the new renewal rate.

Accepted By: Brooker Pest Control

You, the Purchaser, may cancel this agreement at any time prior to midnight of the third business day after the date of the transaction.

Accepted By: ☐ Purchaser ☐ Purchasers Agent

Digitally signed by Bill Kowitz  
Date: 2022.01.05 13:17:31 -05'00'  
01/05/2022  
Service Representative Date

4454 SW 41 Blvd. Gainesville, FL. 32608  
Office Address

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

352-378-2433 352-872-5007  
Office Phone: Fax:

Print Name: \_\_\_\_\_

**THIS AGREEMENT CONTAINS DISCLAIMERS, LIMITATIONS OR CONDITIONS**

**DAMAGE REPAIR AND RETREAT GUARANTEE FOR EASTERN SUBTERRANEAN TERMITES**  
(Excludes Formosan Termites and all other Wood Destroying Organisms)

Subject to the Graph, Specifications, Service Provisions, and the General Terms, Conditions, Limitations, Exclusions and Disclaimers listed herein, Brooker Pest Control, Inc. (the COMPANY) issues this Damage Repair and Retreat Guarantee which provides for repairs and additional treatment resulting from new damage due to Eastern Subterranean termite infestations occurring after the original date of treatment, provided however, that live subterranean termites must be discovered in the areas and verified by a COMPANY representative, otherwise the damage will be considered old damage and not covered under this guarantee. The repair warranty for new damage is limited up to \$500,000 dollars and will begin 90 days after the date of the Initial Treatment provided that:

1. **Damage Repairs:** Said damage occurs within the confines of the foundation walls of the structure. Adjacent areas, including, but not limited to decks, deck components, supports, steps, step stringers, hot tubs, landscaping timbers, cross tie walls and planters, lattice, wood facades and retaining walls are expressly excluded from the Damage Repair And Retreat Agreement. Areas directly adjacent to the outside of the foundation walls that are permanently attached to the treated structure will be covered for re-treatment only.
2. **Moisture Conditions:** Said damage is not in conjunction with moisture conditions that would render proper treatment ineffective subsequent to the date of the Initial Treatment as described under the "General Terms and Conditions".
3. **Siding, Cellulose, and Conductive Conditions:** It is the Company's recommendation that the Customer remove all synthetic stucco (E.I.F.S)\*\* or other siding materials that are below the outside grade level, remove or insulate all wood/cellulose materials that are in direct contact with the ground, correct all conducive conditions that would allow target pest to survive above the soil and repair all existing damage.
4. **Claims:** All claims must be first reviewed and authorized by Brooker Pest Control, Inc.. No claim will be paid or no reimbursement will be provided to a CUSTOMER unless:
  - a) The COMPANY'S personnel have had an opportunity to verify the evidence of termite damage before any alteration or destruction and
  - b) The damage is either repaired by an authorized representative or agent of the COMPANY or written approval for repairs have been provided for by the COMPANY.
5. **Wall and Floor Surfaces:** The repair/replacement of surface wall and floorings are limited to the following cases:
  - a) Flooring: The COMPANY will allow a maximum of \$250.00 per occurrence for repairing/replacing surface termite damaged areas such as wood, vinyl, carpet, linoleum, rock, brick or tile flooring.
  - b) Wall Coverings: The COMPANY will allow a maximum of \$150.00 per occurrence for coverings including, but not limited to wallpaper, specialty paints and finishes, textured walls or paneling.
6. **Renewal Fees:** This agreement is renewed by Brooker receiving payment of the Annual Renewal Fee on or before the anniversary of the Initial Treatment and the Annual Renewal Fee is paid on a consecutive basis, for the length of this agreement. This agreement may be renewed for a period of up to four (4) additional years. The COMPANY reserves the right to increase the Annual Renewal Fee after the first year, by giving agreement holder a minimum thirty day notice of the new renewal rate.

**GENERAL TERMS AND CONDITIONS**

Subject to the following Terms, Conditions, Limitations, Exclusions and Disclaimers, The COMPANY will treat AT NO ADDITIONAL CHARGE any areas of the structure in which evidence of live infestation of Eastern Subterranean Termites are detected as long as the property remains under warranty as provided for in this Service Agreement. The warranty period commences at the completion of the Initial Treatment and is activated by payment in full for the contracted service. The Initial Treatment Agreement is for a period of one year from the date of Initial Service, and may be renewed annually, on or before the anniversary date of the original treatment upon payment of the Annual Renewal Fee as enclosed in the Service Agreement. This Annual Renewal Fee remains stationary for the first year, after which time the COMPANY reserves the right to increase the Annual Renewal Fee. The agreement is transferable to a subsequent OWNER provided that the Renewal Fees are paid on a consecutive basis from the time of the Initial Treatment. The following General Terms and Conditions also apply to this agreement.

- A. **EXISTING DAMAGE:** The COMPANY is not responsible for the repair of either visible or hidden damage existing as of the date of this Agreement. It is possible that damage may presently exist in accessible or unexposed areas of the structure, therefore the COMPANY does not guarantee that any damage disclosed on the Initial Inspections Graph constitutes all the existing damage as of the date of this Agreement.
- B. **PREMISES COVERED:** This Agreement covers only the structure listed in this Agreement and diagramed on the Graph and Specification Sheet as of the date of Initial Treatment.
- C. **STRUCTURAL MODIFICATIONS:** In the event the premises are structurally modified, altered or otherwise changed after the date of the Initial Treatment, this Agreement shall terminate unless a prior written Agreement has been entered into between the OWNER and the COMPANY to re-inspect the premises, provide additional treatment, and/or adjust the Annual Renewal Fee. In all instances it shall be the OWNER'S responsibility to notify the COMPANY of such changes or modifications which may include, but are not limited to the finishing of previously unfinished areas, additions or modifications of plumbing installation of hot tubs, latticed wood, wood flooring, decks, new landscaping, room additions and any alterations causing the movement of soil adjacent to the foundation walls. Additional treatment required by modifications will be at the OWNER'S expense.
- D. **MOISTURE:** It is the OWNER'S responsibility to correct and repair moisture conditions in the structure that would allow targeted pests to survive without returning to treated areas. Such conditions include, but are not limited to faulty plumbing, roof leaks, faulty gutters/down spouts and/or poor drainage. Such conditions, in that they render treatment ineffective, become the OWNER'S responsibility to address and correct. The COMPANY will apply additional treatment to these areas after corrections have been made, and will re-assume liability for those areas after corrective measure have been completed by the OWNER, in no instance will it be the COMPANY'S responsibility for the repair of damage in areas where moisture conditions are permitted to exist.
- E. **TREATMENT BY ANOTHER COMPANY:** Any treatment for the targeted pest identified on the service Agreement and Original Treatment Graph performed by another COMPANY or individual subsequent to the COMPANY'S Initial Treatment renders the Agreement null and void unless express written authorization is obtained from a duly authorized agent of the COMPANY prior to treatment.
- F. **LIABILITY:** The COMPANY'S liability under the Agreement will be terminated if the COMPANY is prevented from fulfilling its obligations under the terms of this Agreement by reason of delays in transportation, shortage of fuel and/or materials, strikes, embargoes, wars declared or undeclared, fires, floods, quarantines, or any Act of God or circumstances beyond the control of the COMPANY. The COMPANY'S liability ceases and the contract becomes null and void if the Annual Renewal Fee of the warranty is not paid on or before the anniversary date of the contract.
- G. **DISCLAIMER:** The COMPANY does not cover contents. Repair of termite damage only is covered under the Termite Damage Repair and Retreat Guarantee and is limited to the terms and conditions of the Agreement. The COMPANY is not responsible for consequential damages.
- H. **PREMISES MADE AVAILABLE FOR INSPECTIONS:** Under this Agreement, the OWNER will make the identified property available to the COMPANY on a periodic basis for the purpose of re-inspections. Inspections shall be made during normal business hours of the COMPANY.
- I. **AMENDMENTS:** The Agreement constitutes a complete recitation of all understandings and responsibilities between the parties and may not be altered or changed without the prior written consent of both parties using an approved amendment form. Alterations and changes made directly to this Agreement will void this agreement.
- J. **DISCLAIMER FOR INSPECTION AND TREATMENT OF MOLD:** CUSTOMER agrees that the COMPANY has not inspected for and is not qualified to inspect any surfaces, air or any other portion or member of the structure covered by the Agreement for the presence of molds, mold-like conditions or non-wood destroying fungi (including but not limited to *Stachybotrys atra*), and that the COMPANY has no liability for inspection of the structure for same. CUSTOMER agrees that the treatment contemplated by this Agreement with the COMPANY does not treat for or prevent mold, mold-like conditions or non-wood destroying fungi (including but not limited to *Stachybotrys atra*). Accordingly, CUSTOMER, on behalf of himself/herself, his/her heirs, successors or assigns agrees that the COMPANY shall have no liability any personal injury or property damage arising from any exposure of any person to said molds, mold-like conditions or non-wood destroying fungi (including but not limited to *Stachybotrys atra*). The inspections for, evaluation of or treatment for the presence of mold, mold-like conditions or non-wood destroying fungi should be referred to the appropriate mold professional or certified industrial hygienist chosen by the CUSTOMER.
- K. **ARBITRATION:** Any dispute arising out of or relating to this Agreement of the services performed under this Agreement or tort based claims for personal or bodily injury or damage to real or personal property shall be finally resolved by arbitration administered under the commercial arbitration rules of the American Arbitration Association. Parties expressly agree that their mutual rights and obligations and the conduct of any arbitration proceeding shall be controlled by the Federal Arbitration Act. The award of the arbitrator shall be final, binding, non-appealable and may be entered and enforced in any court having jurisdiction in accordance with the Federal Arbitration Act. The arbitrator shall not have the power or authority to as exemplary, treble, liquidated or any type of punitive damages.
- L. **CHEMICAL SENSITIVITY:** The CUSTOMER agrees to notify the COMPANY of any chemically sensitive occupants prior to signing this agreement and agrees to make all necessary arrangements for vacating occupants from the premises during the time of treatment or longer if requested by the COMPANY.

\*\*Exterior Insulation Finish Systems

Initials \_\_\_\_\_

# 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: Brooker Pest Control  
Company Address: 4454 SW 41st Blvd. City Gainesville State FL Zip 32608  
Company Business License No. JB152892 Company Phone No. 352-378-2433  
FHA/VA Case No. (if any) \_\_\_\_\_

## Section 2: Builder Information

Company Name G.W. Robinson Builder, Inc. Phone No. 352-373-1724

## Section 3: Property Information

Location of Structure (s) Treated (Street Address or Legal Description, City, State and Zip) 108 SW Bluebird Ct. Fort White, FL 32038

## Section 4: Service Information

Date(s) of Service(s) 01/05/2022, 08/11/2022, 09/20/2022

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 Pre-Construction EPA Registration No. 432-1449

Approx. Dilution (%): 0.05 Approx. Total Gallons Mix Applied: 581 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) \_\_\_\_\_

Comments Total Sq. Ft. Treated 4643 / Ln. Ft. 332 Total Sq. Ft. 5257

Name of Applicator(s) Michael Byrne Certification No. (if required by State law) \_\_\_\_\_

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  Digitally signed by Bill Kowitz  
Date: 2022.01.05 13:19:11 -05'00' Date 09/02/2022

**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)