

MAGNUM

TERMITE & PEST CONTROL, INC.

11005 US Hwy 92 E.
Seffner, FL 33584
Phone: (813) 988-7378 ■ Fax: (813) 988-7366
Info@MagnumPest.com

FUMIGATION CONTRACT

BILLING INFORMATION		SERVICE INFORMATION	
Name		Name	<u>Sun Ketch II</u>
Street Address		Street Address	<u>12300-12320 SUN VISTA CT W</u>
City/State/Zip		City/State/Zip	<u>12300-12320 SUN VISTA CT W</u>
Home Phone	<u>SCOTT - 727-224-4676</u>	Fax	<u>6 Units</u>
Business/Cell Phone		E-Mail	

SERVICE DATE	TREATMENT TYPE	AREA(S) TREATED	CHEMICAL USED	TECHNICIANS NAME	ACCOUNT NUMBER
	<input type="checkbox"/> Preventative <input checked="" type="checkbox"/> Control	<u>Multi-Unit Residential</u>	<u>Vikane GAS</u>	<u>JONATHAN BIRBY</u>	

SUBJECT TO TERMS & CONDITIONS

MAGNUM Termite & Pest Control, Inc. (MAGNUM) is hereby authorized to render treatment to the property listed above for Drywood Termites
(Name of Wood Destroying Organism Being Treated)

This contract only covers the structure(s) listed above. This contract does not cover detached garages, sheds, decks, or any other structure(s) unless indicated above. This contract is void unless approved by an authorized representative at Magnum Termite & Pest Control, Inc.

Lifetime Renewal: The owner will have the option to renew this contract indefinitely. The annual renewal fee will be \$ 1,045 and can not increase for the first 3 years from the original treatment date. MAGNUM reserves the right to adjust the annual renewal fee each year after by advance notice to the owner. Failure to pay the renewal fee on or before the renewal date, in accordance with this contract will render this contract voidable by Magnum Termite & Pest Control, Inc. Customer will still be obligated to pay any/all outstanding balances. Customer agrees the renewal will start one year exactly from the day of initial treatment.

Re-Inspection: Magnum Termite & Pest Control, Inc. will perform annual inspections on the treated structure(s) covered by the contract. Concealed, enclosed or any portion of the structure(s) not accessible by the inspector will not be inspected. This includes but is not limited to areas concealed by floor or wall coverings, furniture, and stored articles. Customer acknowledges and accepts any statements or reports made by Magnum Termite & Pest Control, Inc. can not be construed as an "opinion" or guaranty of the soundness of the structure nor the absence/presence of Drywood Termites or any other wood destroying organisms.

100% MONEY BACK

If a Live Drywood Termite re-infestation is discovered (a) Within one (1) year of the original treatment date and (b) with in the original wood members of the structure treated, Magnum Termite and Pest Control, Inc. will re-tent for the Drywood Termites for free and will reimburse you 100% of the original treatment cost. If live Drywood Termite re-infestation is discovered during any period the warranty is in force beyond the first year, Magnum Termite & Pest Control, Inc. will re-tent for Drywood as necessary to eliminate said infestation.

Notice to Customer: The Customer may cancel this contract by midnight of the third business day after the day Customer signed this contract, provided the treatment has not been initiated or completed. Customer is also aware that he/she should not sign this contract if blank. Customer is aware that he/she is entitled to a copy of this contract.

By Signing this contract, customer agrees with and understands all disclaimers, conditions, limitations, and exclusions on this both sides of this contract.

Owner/Buyer/Authorized Agent
Jonathan W. Birby
Magnum Termite & Pest Control, Inc. Representative

Date
7/7/2015
Date

Notice of Treatment Location

Date

Total Price	\$ <u>6,966</u>
Additional Renewal Fees Prepaid	
Yrs. at \$ _____ = \$ _____	
Tax	\$ _____
Credit Card Fee 3%	\$ _____
Less Deposit	\$ _____
Balance Due	\$ _____

PAYMENT IS DUE IN FULL AT THE TIME OF SERVICE.

MAGNUM

TERMITE & PEST CONTROL, INC.

CUSTOMER'S FUMIGATION RESPONSIBILITIES

Address of structure(s) to be treated: 12300 - 12320 SUN VISTA Ct W. TREASURE ISLAND, FL 33706

Proposed Date of Treatment: _____ Fumigant Used: VIKANE

1. You should plan on being out of the structure(s) for two nights. You may enter the structure(s) on the third (3rd) day when our **CLEARANCE NOTICE** is posted on your door.
2. All people, living plants, and pets (including fish aquariums) must be **REMOVED** from the structure(s).
3. The law requires that the structure(s) be locked during the fumigation. Please provide us with the keys for ALL LOCKED AREAS prior to the treatment date. Please make key arrangements with the company representative. Keys will be returned to you when the treatment is completed.
4. All food, animal feed, tobacco products, and medications not sealed in air/gas tight containers (such as sealed metal cans, or glass containers with sealed lids) must be **REMOVED FROM THE STRUCTURE(S)**. This includes the contents of all refrigeration/freezer systems. All dairy products including milk and ice cream must be removed. **Any food/medicine/tobacco products not properly prepared will be removed and disposed of by the fumigation crew. MAGNUM accepts no liability for this loss.**
5. Remove all mattresses and pillows with waterproof coverings (wrapped in plastic), such as mattresses for infant/hospital beds. If the covers are removable, it is only necessary then to remove the covers. No extra precautions are necessary for waterbeds.
6. Electricity must be available; however all heating elements, water heaters, heaters (electric/gas), pianos, organs, and televisions must be unplugged; and all air conditioning units turned off.
7. All pilots lights must be extinguished and the gas turned off at the main valve. Please make arrangements to have the gas turned back on and the pilot lights lit upon your return.
8. To insure proper fumigation and aeration of the structure(s), all cabinets, closets must be opened four inches, and drawers stepped. Raise blinds, open drapes, and open all attic and crawl space accesses.
9. Any outside plants closer than twelve inches to the structure(s) must be removed. Shrubby and tree branches should be cut back to allow enough space for tent to freely fall to the ground. Tree limbs touching the roof must be cut back. Heavily water all vegetation located alongside of the structure(s).
10. During the treatment process, it is necessary for our crews to work on the roof. Although extreme caution is used, **Magnum Termite & Pest Control, Inc.** is not responsible for any damages to the roof, cracked/broken tiles, gutters, awnings, antennas, neon signs, screened areas, plant life, or solar heaters. **MAGNUM** is also not responsible for any damage to furnishings (picture frames, mirrors, china cabinets, etc.) in the structure (s) being fumigated, due to technicians carrying tarp up to roof, walking, or vibrations. Note: tar/paint should be applied within one week prior to fumigation to allow an adequate drying period. **MAGNUM** will not responsible for damages caused by acts beyond Magnums control such as high winds, heavy rains, storms, etc.
11. For your protection, we advise all firearms, jewelry, cash, antiques, works of art, as well as any other items holding monetary or sentimental value, be removed from the fumigation site. **MAGNUM** will not be responsible for the loss of or damage to such items. **MAGNUM** will not be responsible for any loss or damages due to vandalism, theft or other acts by third parties during the fumigation and aeration procedure. At customer's discretion and expense, a guard/watchman may be obtained.
12. Customer understands "crew rate" of \$150 per hour will be added to the final invoice if the above customer responsibilities are not met.

UPON RE-ENTRY

1. **DO NOT ENTER** the structure(s) unless our **CLEARANCE NOTICE** is posted on entrance.
2. No dishes, pots, pans, clothing or linens need to be laundered.
3. Since the gas leaves no residue, any insect can immediately re-enter the structure(s). Ants consume the carcasses of other insects, they may therefore invade the structure(s) immediately following fumigation.
4. Upon re-entry you may still notice termite droppings. This does not indicate live termite infestation, merely old feces emptying from tunnels due to building vibrations. This is expected in most structures and should not be cause for concern.

NOTICE MUST BE SIGNED & ITEMS ABOVE INITIALED PRIOR TO FUMIGATION

Customer Signature
Scott Viginery

Date

Customer Print
Jonathan W. Brady
Authorized Magnum Representative

Emergency Telephone Number

7/7/2025
Date

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

CONSUMER NOTICE FORM

NIKKI REED
COMMISSIONER

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 Magnum Termite & Pest Control, Inc. (fill in company name) to provide wood-destroying organism(s) treatment, and I have read and understood the terms of the contract.

Scott Viginery

Print Name of Consumer

Date: _____

Signature of Consumer

Title: Property Owner or authorized agent

Print Name of Pest Control Representative

Date: 7/7/2025

Signature of Pest Control Representative

Company: Magnum Termite & Pest Control, Inc.

FDACS-13692 Rev. 10/15

12300 - 12320 SW Vista Ct W.
Treasure Island, FL 33706

MTP-001 6/17