

MAP ON BACK

MCKENDREE TERMITE & PEST CONTROL, INC.
P. O. BOX 639/YULEE, FL. 32041
225-9425 YULEE/ 353-3620 JAX./225-2722 FAX/ 877-SHOT-BUG
WOOD DESTROYING ORGANISM SERVICE AGREEMENT

CONTRACT DATE 3-18-02

PROPERTY OWNER OR AUTHORIZED AGENT Nassau County Health SERVICE ADDRESS 528 Paige Dairy Rd.
609 Musselwhite Rd. Yulee, Fla 32097
MAILING ADDRESS CITY STATE ZIP CODE
Callahan, Fla 32011 225-9391
CITY STATE ZIP CODE HOME PHONE WORK PHONE

THIS CONTRACT IS FOR: LIMITED WARRANTY NONE
CUSTOMER INIT. CUSTOMER INIT.

BUILDING(S) OR STRUCTURE(S) TO BE TREATED Building
HOUSE, GARAGE, BASEMENT, SHED, ETC.

TYPE OF STRUCTURE(S): Mon o
CRAWL, SLAB - MONOLITHIC, SUPPORTED, FLOATING, ETC.

MCKENDREE TERMITE & PEST CONTROL, INC. IS AUTHORIZED TO TREAT THE ABOVE PROPERTY FOR THE CONTROL OF:
 SUBTERRANEAN TERMITES DRYWOOD TERMITES WOOD BORERS
 FORMOSAN TERMITES POWDER POST BEETLES FUNGUS OTHER

I FULLY UNDERSTAND AND AGREE THAT THIS CONTRACT PERTAINS ONLY TO THE CONTROL OF THE INSECTS INDICATED ABOVE. THE COMPANY DOES NOT ACCEPT RESPONSIBILITY OF THE CONTROL OF WOOD DESTROYING INSECTS NOT CONTRACTED AND AGREED TO. I FULLY UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS IN THIS CONTRACT.

[Signature] 5-13-02
CUSTOMER SIGNATURE DATE
Chairman, Board of County Commissioners

PURPOSE OF TREATMENT:
 EXISTING INFESTATION PRESUMPTIVE EVIDENCE OF INFESTATION PREVENTION OF INFESTATION

LOCATION OF INSPECTION NOTICE: ATTIC CRAWL SPACE WINDOW OTHER

INITIAL TREATMENT \$ 990.00 PROPERTY TO BE REINSPECTED IN
BATH TRAPS \$ _____ THE RENEWAL MONTH OF March 3
ADDITIONAL RENEWALS \$ _____ OF EACH YEAR OF THE CONTRACT
SUB-TOTAL \$ _____ UPON PAYMENT OF 90.00
TAX(IF APPLICABLE) \$ _____
TOTAL DUE \$ 990.00

LIMITED WARRANTY (RETREATMENT ONLY)

TERMS AND CONDITIONS:

1. IT IS AGREED THAT UNDER THIS AGREEMENT, MCKENDREE TERMITE & PEST CONTROL, INC. IS NOT RESPONSIBLE FOR THE REPAIR OF VISIBLE DAMAGE EXISTING AS OF THE DATE OF THIS AGREEMENT EXCEPT AS SUCH DAMAGE IS DESCRIBED ON THE GRAPH SHEET AND FOR WHICH A SPECIFIC CHARGE FOR THE REPAIR OF THE SAME IS MADE. IT IS POSSIBLE THAT DAMAGE MAY, AS OF THE DATE OF AGREEMENT, EXIST IN UNEXPOSED AREAS OF THE STRUCTURE OR IN AREAS WHICH ARE INACCESSIBLE TO VISUAL INSPECTION. FOR THIS REASON, MCKENDREE TERMITE & PEST CONTROL, INC. CANNOT GUARANTEE THAT THE DAMAGE DISCLOSED BY VISUAL INSPECTION OF THE STRUCTURE (AND WHICH IS INDICATED ON THE GRAPH SHEET) REPRESENTS THE ENTIRETY OF THE DAMAGE WHICH MAY EXIST AS OF THE DATE OF INITIAL TREATMENT. IT IS SPECIFICALLY UNDERSTOOD, THEREFORE, THAT MCKENDREE TERMITE & PEST CONTROL, INC. SHALL NOT BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE WHICH EXISTED IN AREAS OR IN STRUCTURAL MEMBERS WHICH WERE NOT ACCESSIBLE FOR VISUAL INSPECTION AS OF THE DATE OF THIS AGREEMENT.

2. STRUCTURAL OR MECHANICAL DEFECTS WHICH RESULT IN WATER LEAKAGE IN INTERIOR AREAS OR THROUGH THE ROOF OR EXTERIOR WALLS OF THE STRUCTURE MAY DESTROY THE EFFECTIVENESS OF MCKENDREE TERMITE & PEST CONTROL, INC.'S TREATMENT, THEREBY PERMITTING INFESTATION TO CONTINUE AFTER THE DATE OF INITIAL TREATMENT. IF SUCH A CONDITION IS DISCOVERED, IT IS AGREED THAT THE OWNER WILL BE RESPONSIBLE FOR MAKING SUCH REPAIRS AS ARE NECESSARY TO CORRECT THE STRUCTURAL OR MECHANICAL DEFECT AND MCKENDREE TERMITE & PEST CONTROL, INC. WILL, UPON COMPLETION OF SAID REPAIRS, PROVIDE ADDITIONAL TREATMENT DEEMED NECESSARY BY THE COMPANY TO CONTROL THE INFESTATION IN THE AREA FOR A NOMINAL FEE TO THE HOMEOWNER. MCKENDREE TERMITE & PEST CONTROL, INC. WILL NOT BE RESPONSIBLE FOR REPAIRING DAMAGES OCCURRING FROM INFESTATION DUE TO THE DEFECTS.

3. MCKENDREE TERMITE & PEST CONTROL, INC.'S LIABILITY SHALL BE TERMINATED SHOULD MCKENDREE TERMITE & PEST CONTROL, INC. BE PREVENTED FROM FULFILLING ITS RESPONSIBILITIES UNDER THE TERMS OF THE AGREEMENT OF

RECEIVED

APR 2 2002

THE WARRANTY BY REASON OF ACTS OF WAR, WHETHER DECLARED OR UNDECLARED, ACTS OF ANY DULY CONSTITUTED GOVERNMENT AUTHORITY, STRIKES, OR REFUSAL BY THE OWNER TO ALLOW MCKENDREE TERMITE & PEST CONTROL, INC. ACCESS TO THE STRUCTURE FOR THE PURPOSE OF CARRYING OUT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

4. THIS AGREEMENT COVERS THE STRUCTURE DIAGRAMMED ON THE GRAPH SHEET AS OF THE DATE OF ACTUAL TREATMENT, AND IN THE EVENT THE STRUCTURE IS STRUCTURALLY MODIFIED, ALTERED, OR OTHERWISE CHANGED AFTER THE DATE OF INITIAL TREATMENT, THIS AGREEMENT SHALL TERMINATE UNLESS A PRIOR WRITTEN AGREEMENT SHALL HAVE BEEN ENTERED INTO BETWEEN THE OWNER AND THE COMPANY TO REINSPECT THE STRUCTURE, PROVIDE ADDITIONAL TREATMENT AND/OR ADJUST THE ANNUAL REINSPECTION FEE.

5. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT THIS AGREEMENT AND THE GRAPH SHEET CONSTITUTE THE COMPLETE AGREEMENT BETWEEN THE PARTIES AND THAT ALTERATION OR CHANGE BE IN WRITING AND EXECUTED BY A CORPORATE OFFICER OF MCKENDREE TERMITE & PEST CONTROL, INC. UNDER THE CORPORATE SEAL.

6. MCKENDREE TERMITE & PEST CONTROL, INC. MAY EXERCISE ITS RIGHT TO INCREASE THE ANNUAL INSPECTION FEE AS OF THE FIFTH OR ANY LATER RENEWAL DATE BY GIVING ADVANCE NOTICE.

7. THIS IS A HOME SOLICITATION SALE, AND IF YOU DO NOT WANT THE GOODS OR SERVICE, YOU MAY CANCEL THIS AGREEMENT BY MAILING A NOTICE TO THE CONTRACTOR. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICE AND MUST BE POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. THE NOTICE MUST BE MAILED TO MCKENDREE TERMITE & PEST CONTROL, INC., P. O. BOX 639, YULEE, FL. 32041. IF YOU CANCEL THIS AGREEMENT THE COMPANY MUST RETURN ALL OF YOUR DOWN PAYMENT.

8. LIMITED WARRANTY FOR POWDER POST BEETLES, DRYWOOD TERMITES OR WOOD BORERS, IS LIMITED TO THE UNDERSTRUCTURE OF THE BUILDING ONLY AND DOES NOT COVER REPAIRS TO PRESENT OR FUTURE DAMAGE. IF SUBSEQUENT INFESTATION OCCURS, MCKENDREE TERMITE & PEST CONTROL, INC. IS OBLIGATED ONLY TO RETREAT THE UNDERSTRUCTURE.

9. THE PURCHASER AND MCKENDREE TERMITE & PEST CONTROL, INC. AGREE THAT ANY CONTROVERSY OR CLAIM BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE SETTLED EXCLUSIVELY BY ARBITRATION. SUCH ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH COMMERCIAL ARBITRATION RULES THEN IN FORCE OF THE AMERICAN ASSOCIATION. THE DECISION OF THE ARBITRATOR SHALL BE A FINAL AND BINDING RESOLUTION OF THE DISAGREEMENT WHICH MAY BE ENTERED AS A JUDGEMENT BY ANY COURT OF COMPETENT JURISDICTION. NEITHER PARTY SHALL SUE THE OTHER WHERE THE BASIS OF THE SUIT IS THE AGREEMENT OTHER THAN FOR ENFORCEMENT OF THE ARBITRATOR'S DECISION. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS.

10. REINSPECTION WILL BE MADE UPON PAYMENT OF ANNUAL FEE OR UPON THE OWNER'S REQUEST.

SUBTERRANEAN TERMITE LIMITED WARRANTY (RETREATMENT ONLY)

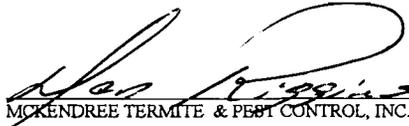
1. IF REINFESTATION TO THE INCLUDED REAL PROPERTY SHOULD OCCUR AND BE REPORTED WITHIN ONE YEAR AFTER THE DATE OF THIS AGREEMENT, ADDITIONAL SUBTERRANEAN TERMITE CONTROL SERVICE WILL BE PERFORMED WITHOUT CHARGE TO THE OWNER.

2. THIS LIMITED WARRANTY SHALL REMAIN IN FORCE 5 YEARS FROM THE AGREEMENT DATE NOTED HEREIN, PROVIDED THAT THE UNDERSIGNED CONTRACTOR VISUALLY REINSPECTS THE STRUCTURE ANNUALLY AND PROVIDED THAT THE OWNER PAYS THE UNDERSIGNED CONTRACTOR AN ANNUAL REINSPECTION FEE STATED ABOVE. FAILURE TO PAY THE REINSPECTION FEE WITHIN 90 DAYS AFTER THE ANNIVERSARY DATE OF THE AGREEMENT SHALL VOID THIS LIMITED WARRANTY WITHOUT PRIVILEGE OF REINSTATEMENT.

3. IF, AT THE TIME OF REINSPECTION, ADDITIONS OR ALTERATIONS HAVE BEEN MADE, OR A STRUCTURAL PROBLEM ARISES TO THE REAL PROPERTY, WHICH IN THE OPINION OF THE CONTRACTOR CONSTITUTES CONDITIONS FOR REINFESTATION OF SUBTERRANEAN TERMITES, THEN SUCH ADDITIONS OR ALTERATIONS MUST BE SUPERVISED BY THE UNDERSIGNED CONTRACTOR AS SOON AS PRACTICAL AT THE EXPENSE OF THE OWNER. ANY AND ALL LOCATIONS OF EXCESSIVE MOISTURE AND/OR WATER LEAKS IN AND AROUND THE REAL PROPERTY THAT THE CONTRACTOR DEEMS AS AN AREA(S) OF POSSIBLE REINFESTATION BY SUBTERRANEAN TERMITES MUST BE REPAIRED AND/OR REPLACED BY THE OWNER TO ELIMINATE THE CONDITIONS SUBJECT TO CAUSING THE REINFESTATION. IF THESE ARE NOT REPAIRED AND/OR CORRECTED, THIS LIMITED WARRANTY SHALL IMMEDIATELY BECOME VOID.

4. MCKENDREE TERMITE & PEST CONTROL, INC.'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO RETREATMENT ONLY, AND IN NO WAY, IMPLIED OR OTHERWISE IS MCKENDREE TERMITE & PEST CONTROL, INC. RESPONSIBLE FOR DAMAGES OR REPAIRS TO THE STRUCTURE OR ITS CONTENTS.

5. THIS LIMITED WARRANTY MAY BE TRANSFERRED TO A NEW OWNER OF THE ABOVE DESCRIBED PROPERTY.

 3-20-02
MCKENDREE TERMITE & PEST CONTROL, INC. DATE

 5-13-02
OWNER OR AUTHORIZED AGENT DATE
Chairman, Board of County Commissioners



McKENDREE
TERMITE AND PEST CONTROL INC.

P.O. Box 639 • Yulee, Florida 32041

904-225-9425

Jax Line: 904-353-3620

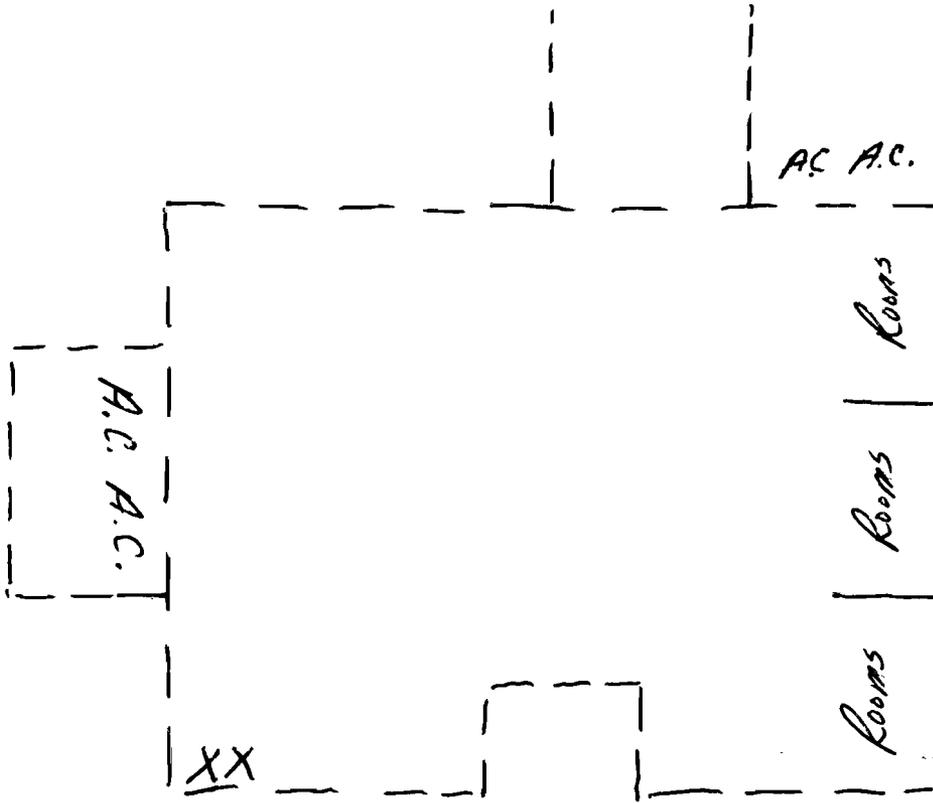
1-877-Shot-Bug

WE'RE DEAD SERIOUS
 ABOUT KILLING BUGS

ST	Live Subterranean Termites
X	Damage
PHD	Possible Hidden Damage
WR	Wood Rot
BT	Bath Trap

Type of Construction: Mono

Well? Distance from Structure



1. IF THERE IS EVIDENCE OF LIVE SUBTERRANEAN TERMITES, THEN THERE IS POSSIBLE HIDDEN DAMAGE TO THE STRUCTURE.
 2. IF THERE IS NO EVIDENCE OF LIVE SUBTERRANEAN TERMITES, THEN THERE IS POSSIBLE HIDDEN DAMAGE TO THE STRUCTURE.

Name NASSAU COUNTY HEALTH Address 528 RAIGES DAIRY RD
 Structure Address S/A YULEE, FLA 32097
 Date of Inspection _____ Lin. Ft. 120 LF Sq. Ft. _____
 Scale _____ Evidence of Live Activity? Yes No Quote Given? Yes No

Structure Owner or Agent [Signature] Technician [Signature]
 Chairman, Board of County Commissioners

277-7213
FAX

FULL DISCLOSURE FORM

ATTACHMENT 1 TO WOOD-DESTROYING INSPECTION REPORT / WDO SERVICE AGREEMENT

THIS FORM IS A VITAL PART OF YOUR REAL ESTATE PROCESS. IT IS PROVIDED TO ENSURE THAT BOTH THE **BUYER AND SELLER / OWNER** UNDERSTAND THE SCOPE OF THE INSPECTION / TREATMENT. PLEASE READ THE INFORMATION BELOW VERY CAREFULLY AND CONSULT WITH AN ATTORNEY IF THERE ARE ANY PORTIONS YOU DO NOT UNDERSTAND.

DEFINITION:

"WOOD-DESTROYING ORGANISM" MEANS ARTHROPOD OR PLANT LIFE WHICH DAMAGES A STRUCTURE, NAMELY TERMITES, POWDER-POST BEETLES, WOOD-BORING BEETLES, WOOD-BORING WASPS, CARPENTER BEES, AND WOOD-DACAYING FUNGI.

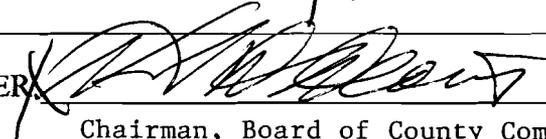
1. THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIMES OF THE INSPECTION / TREATMENT AND IS NOT AN OPINION COVERING AREAS SUCH AS, BUT NOT NECESSARILY LIMITED TO, THOSE THAT ARE CONCEALED OR INACCESSIBLE, AREAS CONCEALED BY WALL COVERINGS, FLOOR COVERINGS, FURNITURE, EQUIPMENT STORED ARTICLES, OR ANY PORTION OF THE STRUCTURE IN WHICH INSPECTION WOULD NECESSITATE REMOVING OR DEFACING ANY PART OF THE PROPERTY.

2. THIS IS NOT A STRUCTURAL DAMAGE REPORT. A WOOD - DESTROYING ORGANISMS INSPECTOR IS NOT ORDINARILY A CONSTRUCTION OR BUILDING TRADE EXPERT AND THEREFORE IS NOT EXPECTED TO POSSESS ANY SPECIAL QUALIFICATIONS WHICH WOULD ENABLE HIM TO ATTEST TO THE STRUCTURAL SOUNDNESS OF THE PROPERTY. IF VISIBLE DAMAGE IS NOTED IN THIS REPORT, FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY.

THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE TO THE ABSENCE OF WOOD-DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE UNLESS THE REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.

I HAVE READ AND FULLY UNDERSTAND THE SCOPE OF THE INSPECTION AND THE INFORMATION CONTAINED ON THE ATTACHED **WOOD-DESTROYING ORGANISMS INSPECTION REPORT / WDO SERVICES AGREEMENT.**

SAID PROPERTY ON WOOD DESTROYING ORGANISM INSPECTION REPORT NOT VALID EXCEEDING 30 DAYS OF INSPECTION DATE. INITIAL HERE 

SELLER / BUYER / AGENT / OWNER 

DATE: 3/20/02

Chairman, Board of County Commissioners

The Nassau County Board of County Commissioners covenants to budget and appropriate funds for this contract

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

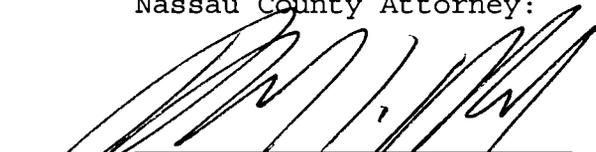


NICK D. DEONAS
Its: Chairman

ATTEST:


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN

Agenda Request For: MAY 13, 2002

Department: BUILDING MAINTENANCE DEPARTMENT

Fund: GENERAL

Action requested and recommendation: SIGN CONTRACT AUTHORIZING MCKENDREE PEST CONTROL TO REINSPECT THE YULEE HEALTH CLINIC FOR REINFESTATION FOR THE NEXT FIVE YEARS AT \$90.00 PER YEAR.

Funding Source: 01193519-546000

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: N/A

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Reviewed by:

Legal: 

Finance: 

Coordinator: 

CONTRACT SIGN OFF

PROJECT NAME Pest Control - Health Fac. Yulee PROJECT # _____

VENDOR McKendree Termite & Pest Control, Inc.

ADDRESS Post Office box 639
Yulee, FL 32041

CONTRACT AMOUNT \$990.00

DATE REC'D 4-25-02

FUNDING SOURCE: Bldgs

DATE TO PUBLIC WORKS DIRECTOR ~~4-25~~

REC'D PWD _____

DATE TO P.W. CONTRACT MGR ~~4-25~~

REC'D PWCM _____

DATE TO COUNTY COORDINATOR 4-25-02

REC'D CO COORD _____

DATE TO COUNTY ATTORNEY 4-25-02

REC'D CO. ATTY _____

DATE TO CLERK 4-25-02

REC'D CLERK _____

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR _____

DATE _____

CONTRACT MANAGER _____

DATE _____

COUNTY COORDINATOR _____

DATE 05/07/02

COUNTY ATTORNEY _____

DATE 5/7/02

CLERK _____

DATE 5/7/02

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET _____

5-7-02

BOARD MEETING APPROVAL DATE _____

5-13-02

COPY DISTRIBUTION:

TO FINANCE DATE _____

5-15-02

TO VENDOR _____

5-15-02

TO OTHER APPROPRIATE PARTIES _____

5-15-02

PAYMENT & PERFORMANCE BONDS OBTAINED _____

N/A

Please return to Joyce by 4-30-02
CONTRACT SIGN OFF

PROJECT NAME Pest Control - Health Fac. Yulee PROJECT # _____

VENDOR McKendree Termite & Pest Control, Inc.

ADDRESS Post Office box 639
Yulee, FL 32041

CONTRACT AMOUNT \$990.00

DATE REC'D 4-25-02

FUNDING SOURCE: Bldgs

DATE TO PUBLIC WORKS DIRECTOR _____

REC'D PWD _____

DATE TO P.W. CONTRACT MGR _____

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DATE TO CLERK _____

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CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR _____

DATE _____

CONTRACT MANAGER _____

DATE _____

COUNTY COORDINATOR _____

DATE _____

COUNTY ATTORNEY _____

DATE _____

CLERK _____

DATE _____

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET _____

BOARD MEETING APPROVAL DATE _____

COPY DISTRIBUTION:

TO FINANCE DATE _____

TO VENDOR _____

TO OTHER APPROPRIATE PARTIES _____

PAYMENT & PERFORMANCE BONDS OBTAINED _____

Please return to Joyce by 4-30-02

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ADDRESS Post Office box 639
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DATE TO COUNTY ATTORNEY _____

REC'D CO. ATTY _____

DATE TO CLERK _____

REC'D CLERK _____

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR _____

DATE _____

CONTRACT MANAGER _____

DATE _____

COUNTY COORDINATOR _____

DATE _____

COUNTY ATTORNEY _____

DATE _____

CLERK *[Signature]* _____

DATE 4/30/02 ✓

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET _____

BOARD MEETING APPROVAL DATE _____

COPY DISTRIBUTION:

TO FINANCE DATE _____

TO VENDOR _____

TO OTHER APPROPRIATE PARTIES _____

PAYMENT & PERFORMANCE BONDS OBTAINED _____