



# McKENDREE

TERMITE AND PEST CONTROL, INC.

P.O. Box 639 • Yulee FL 32041

904-225-9425 • 904-353-3620 • Toll Free: 1-877-SHOTBUG

WE'RE DEAD SERIOUS ABOUT KILLING BUGS

## WOOD DESTROYING ORGANISM SERVICE AGREEMENT

6/27/00

CONTRACT DATE

Nassau County Board of Co. Comm.

PROPERTY OWNER OR AUTHORIZED AGENT

P.O. Box 1010

MAILING ADDRESS

Fern. Bch., FL

32035

CITY

STATE

ZIP CODE

Nassau County Public Services

213 Nassau Place

SERVICE ADDRESS

Yulee

FL

32097

CITY

321-5760

STATE

277-7514

HOME PHONE

WORK PHONE

THIS CONTRACT IS FOR:  LIMITED WARRANTY

NONE

BUILDING(S) OR STRUCTURE(S) TO BE TREATED

CUSTOMER INITIAL

Steel office bldg.

CUSTOMER INITIAL

Tim Milligan

TYPE OF STRUCTURE(S):

monolithic slab

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

CUSTOMER SIGNATURE

DATE

PURPOSE OF TREATMENT:

EXISTING INFESTATION

PRESUMPTIVE EVIDENCE OF INFESTATION

PREVENTION OF INFESTATION

LOCATION OF INSPECTION NOTICE:

ATTIC

CRAWL SPACE

WINDOW

OTHER

INITIAL TREATMENT

\$ 2250.00

BATH TRAPS

\$

ADDITIONAL RENEWALS

\$

SUB-TOTAL

\$

TAX (IF APPLICABLE)

\$

TOTAL DUE

\$ 2250.00 pd. 11/3/00

PROPERTY TO BE REINSPECTED IN THE RENEWAL MONTH OF June OF EACH YEAR OF THE CONTRACT UPON PAYMENT OF \$ 225.00

\* Booster treatment due in June 2005. At that time a quote will be given to treat building and continue the bond.

### LIMITED WARRANTY (RETREATMENT ONLY)

TERMS AND CONDITIONS:

1. IT IS AGREED THAT UNDER THIS AGREEMENT, MCKENDREE TERMITE AND 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 AND 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 AND 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 AND 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 AND 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 AND PEST CONTROL, INC. WILL NOT BE RESPONSIBLE FOR REPAIRING DAMAGES OCCURRING FROM INFESTATION DUE TO THE DEFECTS.

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

AGREEMENT OF 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 AND 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 AND PEST CONTROL, INC. UNDER THE CORPORATE SEAL.

6. MCKENDREE TERMITE AND PEST CONTROL, INC. MAY EXERCISE IT'S 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 AND PEST CONTROL, INC., P.O. BOX 639, YULEE, FLORIDA 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 AND PEST CONTROL, INC. IS OBLIGATED ONLY TO RETREAT THE UNDERSTRUCTURE.**

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

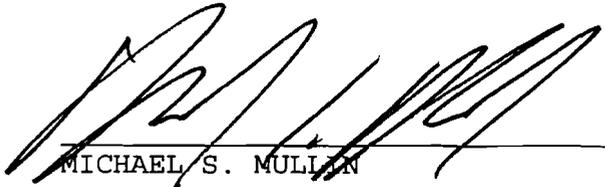
5. THIS LIMITED WARRANTY MAY BE TRANSFERRED TO A NEW OWNER OF THE ABOVE DESCRIBED PROPERTY.

  8/19/02  
MCKENDREE TERMITE AND PEST CONTROL, INC.      DATE      OWNER OR AUTHORIZED AGENT      DATE

ATTEST:

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

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

  
\_\_\_\_\_  
MICHAEL S. MULLIN



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
David C. Howard  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

August 23, 2002

McKendree Termite and Pest Control, Inc.  
P.O. Box 639  
Yulee, FL 32041

RE: Nassau County Public Services Building  
Termite Inspection Agreement

Gentlemen:

During a regular session of the Nassau County Board of County Commissioners held August 19, 2002, the Board approved the referenced agreement. A original executed document is enclosed for your records.

Should you have any question, please let me know.

Sincerely,

J.M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

Enclosure

Xc: Daniel Salmon, Buildings Maintenance Dept.  
Walt Gossett, County Coordinator

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

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Agenda Request For:        **AUGUST 19, 2002**

Department:                **BUILDING MAINTENANCE DEPARTMENT**

Fund:                         **GENERAL**

**Action requested and recommendation: APPROVE CONTRACT TO HAVE THE PUBLIC SERVICES BUILDING REINSPECTED FOR SUBTERRANEAN TERMITES BY MCKENDREE EACH YEAR FOR \$225.00 PER YEAR THROUGH JUNE 2004.**

**Funding Source:**

**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:** 

**APPROVED**  
DATE 8/19/02  
CA

02 AUG 13 AM 10:39  
FILED  
COUNTY COORDINATOR'S  
OFFICE

**McKENDREE**  
TERMITE AND PEST CONTROL INC.

RECEIVED JUL 18 2002



WE'RE DEAD SERIOUS  
ABOUT KILLING BUGS

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59 Hwy. 17 S. • P.O. Box 639 • Yulee, Florida 32041

July 16, 2002

Nassau County Board of Co. Comm.  
679 Musselwhite Rd.  
Callahan, FL 32011  
Ref: Nassau County Public Services  
213 Nassau Place Yulee, FL 32097

Dear Board of Commissioners:

Enclosed you will find a copy of the subterranean termite service agreement pertaining to the treatment rendered at the above address in June 2000.

Please assist us by providing the appropriate information in the designated areas and return one copy for our records. This documentation is a requisite part of the termite protection plan.

Please feel free to call with any questions.

Sincerely,

Tracie Nettles  
Secretary