



Adam H. Putnam
Commissioner

State of Florida Department of Agriculture and Consumer Services

CONSUMER SERVICE AID FOR FLORIDA HOMEOWNERS RELATING TO TERMITES AND OTHER WOOD-DESTROYING PESTS

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and Pest Control
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GENERAL FACTS ABOUT PEST CONTROL COMPANIES

1. Under Florida law, the Structural Pest Control Act, Chapter 482, Florida Statutes, all pest control companies doing business in the State of Florida must be licensed by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, in Tallahassee. All companies in good standing are presumed to be equal in the eyes of the law.
2. The law requires that the pest control activities of the company be in the charge of a Certified Operator who has taken and passed the prescribed state examinations. You should be able to discuss any treatment questions or problems with this qualified individual.
3. All pest control companies are expected to stand behind their written contracts and agreements.
4. All pest control company employees whose job duties require them to solicit, inspect or perform any pest control services must have on their person a current Employee Identification Card issued by the Department. The card identifies the holder's employer and carries the holder's photograph, signature, and an expiration date. You have the right to ask to see it. Do not deal with a person who does not have valid identification card.
5. All service vehicles are required to be marked with the company name on each side in plain view. If in doubt as to whether a company or individual is licensed, contact the Department.
6. "Infestation" means the presence of LIVE pests. Don't be misled. Ask the company representative to show you the live bugs or proof that they are still active and working. A reputable, honest inspector will make every effort to differentiate between old and on-going activity and will recommend corrective treatments only when necessary to stop an infestation.

7. You should bear in mind that the Department HAS NO AUTHORITY WHATSOEVER OVER INDUSTRY PRICING EXCEPT AS IT RELATES TO FRAUD. The Structural Pest Control Industry renders an important and essential service to the public. A licensed company providing this service is obviously entitled to make reasonable and necessary charges for doing so.

8. It would be in the best interest of the consumer to obtain inspections and cost estimates from at least two or more licensed companies. A comparison of their written proposals, contract terms, and any sketches or diagrams - which should indicate the location of any infestations - and provide a total cost estimate should be a good guide in determining whom to hire. What pests did they find, where did they find them, how do they propose to get rid of them and what it will cost would be good questions to get answers for.

FACTS ABOUT CONTRACTS

1. The Federal Trade Commission requires a three day cooling off period for home solicitation sales. Briefly, any sale with a value of \$25 or more in which the seller solicits you at your home must have language in their contracts informing you of these rights and furnish you with a "Notice of Cancellation". Chapter 501 of the Florida Statutes, the "Consumer Protection Act" is nearly identical to the FTC Act and any complaints may be directed to your local State Attorney's Office.

2. Department regulations require that a copy of the proposed Wood-Destroying Organism contract or other written agreement must be furnished to the property owner or his or her agent BEFORE performing any work and BEFORE receiving any payment. This written proposal must include certain specified information concerning the proposed job, such as, the name of the pest to be treated for, maximum cost of treatment (not including repairs) and specific warranty/guarantee terms of the contracts. **BE SURE YOU OBTAIN AND EXAMINE A COPY OF THIS DOCUMENT**

BEFORE YOU ENTER INTO ANY WRITTEN AGREEMENT.

3. Don't be pressured into an immediate treatment or signing of a contract. Wood-destroying organisms such as termites, beetles, and wood-decaying fungi do not destroy property overnight or within a few days – even weeks; it takes time. Don't make hasty decisions or sign a contract, work order, or proposal without taking the time to **READ IT CAREFULLY** to make sure it is suitable to your needs, conditions, and pocketbook.

4. Termite and other wood-destroying organism treatment contracts are required to prominently disclose whether the contract is for "RETREATMENT AND REPAIR", "RETREATMENT ONLY" or "NO WARRANTY".

READ YOUR CONTRACT CAREFULLY BEFORE SIGNING.

If you don't understand contract language or what it means ask to have it explained to you. The local Better Business Bureau, a Consumer Affairs/Services Office or our Department would be glad to answer any questions.

5. Should a pest control company fail to perform according to the terms of its written contract or agreement, you may wish to file a complaint with the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, 1203 Governors Square Boulevard, Suite 300, Tallahassee, Florida 32301, or your local Better Business Bureau or Consumer Affairs/Services Office.

If your complaint is valid, it will be investigated and those results will be reported back to you. The company is normally contacted during the course of these investigations. Department regulations require that a pest control company must comply with the terms of its written contracts or agreements.

FACTS ABOUT WOOD-DESTROYING ORGANISMS AND INSPECTION REPORTS DACS FORM 13645

1. Generally speaking, it would not be prudent or safe to purchase property without having an adequate inspection made. However, you must understand what you are getting with a Form 13645, Wood Destroying Organisms Inspection Report.

A Form 13645 inspection is a visual inspection of all accessible areas of your structure. If an area was inaccessible, it should be indicated on the form and the reason that area could not be inspected. The form also has an area to indicate what structures/buildings on the property were inspected.

This visual inspection is for any visible and accessible evidence of and damage caused by several wood-destroying organisms as defined in our regulations. Currently, your structure would be inspected for termites (all types), powder-post beetles, old house borers and wood-decay fungi. These are organisms which can damage and reinfest seasoned wood in a structure.

The comment section may be utilized by the company to report conditions conducive to infestation such as wood to soil contact, moisture/water leaks, and construction defects, if it desires.

2. A reputable pest control company employs trained, competent inspectors who will make an honest, thorough and complete inspection of ALL parts of the structure for the purpose of determining the overall condition of the property with respect to wood-infesting pests for information to the homeowner or the home buyer, as well as the seller or lending institution, realtor or mortgage insuring agency. These inspectors are required to receive additional training in the biological activities and habits of wood-destroying organisms. Their identification cards will reflect this additional training by indicating "Wood-Destroying Organism Inspector" on them. You may ask to see this card. It is a violation of law for anyone other than WDO inspectors to perform Form 13645 inspections.

3. Pest control companies cannot be expected to be responsible for damage existing before treatment or inspections even though it may be discovered later. An example would be damage within an apparently sound wall. It is expected, however, that the company's inspector will report any visible and accessible evidence and damage for the protection of all concerned.

4. If evidence or damage is reported, it would be prudent to have other inspections performed to determine the extent and type of damage. These inspections are best performed by licensed building contractors and engineers if discussion with the actual inspector does not resolve the issues.

5. It should be noted that the possibility exists that hidden, inaccessible infestations and/or damaged areas (old or new) might escape detection and be discovered or show up at an indeterminable later date after moving in, even though a complete and thorough inspection was made in the first place. In such cases, the pest control company would generally not be considered responsible or liable for damages.

6. **THE DEPARTMENT HAS NO AUTHORITY OVER PROPERTY SALES, AND DOES NOT REQUIRE INSPECTIONS OR REPORTS (clearance letters, or any other designations) IN PROPERTY SALES.** Requests for or requirements of this kind come from Realtors, mortgage insurers, mortgagees, property buyers or sellers or their agents and are presumed to be enforceable by them, or the inspection report is either accepted or rejected by them. The Department requires the reports to be **ACCURATE** as of the date they were performed (the date of the inspection).

7. Any doubts or conflicting reports should, unless resolved through reinspection by the company (or companies), independently or jointly, be decided in favor of the **BUYER** in order to avert future disputes, misunderstandings and law suits over the true condition of the property **WHEN PURCHASED**.

8. THE DEPARTMENT DOES NOT REQUIRE CORRECTIVE TREATMENTS OR DAMAGED WOOD REPAIRS BASED ON WOOD-DESTROYING ORGANISMS REPORTS. This is again, the individual policies of mortgage companies, realtors, property agents, etc. Many institutions will require written warranties on any structure that has visible evidence or damage whether an active infestation exists or not in order to protect their (and your) investment. The only way pest control companies can normally provide these written warranties is to perform treatments.

9. Experience has shown many times over, when it comes to the transfer of ownership of real property, it is far better and wiser to pay a reasonable inspection charge for a complete, thorough and unbiased inspection and the resulting report of the findings than rely upon less dependable incomplete information upon which to base your decision to buy, or not to buy, a particular home or other piece of property. If a pest control company is unwilling to make a complete and thorough inspection and report, it is suggested that you call upon one that is.

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