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COMMISSIONER

**STATE OF FLORIDA**  
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**CONSUMER SERVICE AID FOR THE HOMEOWNER AND BUYER  
RELATING TO TERMITES AND OTHER WOOD-INFESTING PESTS**

GENERAL FACTS ABOUT PEST CONTROL COMPANIES

1. Florida law, the Structural Pest Control Act, Chapter 482, Florida Statutes, requires that 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.
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 who solicit, inspect or perform pest control work must have on their person a current Identification Card issued by the Department. The card carries the holder's photograph, signature, name of employer and expiration date. You have the right to ask to see it. Do not deal with a person who does not have valid identification.
5. All service vehicles are required to have the company name on each side in plain view. If in doubt as to whether a company or individual is licensed, contact the Department or your local County/Municipal Tax Collector.
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 CHARGES OR 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, and to compare their written proposals and contract terms, comparison of the sketches or diagrams, which should indicate the location of infestations, contract terms, and cost estimates 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 will it cost would be good questions to get answers for.

FACTS ABOUT CONTRACTS

1. On June 7, 1974 the Federal Trade Commission's three day cooling off period for home solicitation sales became effective. 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 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

warranty/guarantee terms of the contracts. **BE SURE YOU OBTAIN AND EXAMINE A COPY OF THIS INFORMATION BEFORE YOU ENTER INTO ANY WRITTEN AGREEMENT.**

3. Don't be pressured into immediate treatment or signing a contract. Wood-destroying organisms such as termites, beetles, and wood-decaying fungi do not destroy property overnight or within a few days; 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 organisms treatment contracts may provide for chemically **RETREATING** or **REFUMIGATING** your property in the event termites reappear, or may provide for **REPAIR** or **REPLACEMENT** of damaged wood caused by these organisms. **READ YOUR CONTRACT CAREFULLY BEFORE SIGNING.** If you don't understand it 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. Florida law requires that contracts for wood destroying organism protection clearly state if the contract is for retreatment only or for repair.
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 Governor's Square Boulevard, Suite 300, Tallahassee, Florida 32301, or your local Better Business Bureau or Consumer Affairs/Services Office. Your complaint 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 all terms of its written contracts or agreements.

## **FACTS ABOUT WOOD-DESTROYING ORGANISMS AND INSPECTION REPORTS**

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 wood destroying organism (WDO) inspection. A WDO 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 a reason supplied why it was not inspected. The form also has an area to indicate what structures/buildings on the property were and were not inspected. This visual inspection is for any visible and accessible evidence of and damage caused by several wood-destroying organisms as defined. 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 faults, 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, real estate professional 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 WDO 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 visible and accessible evidence and damage for the benefit, disclosure and 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 discussions with the actual inspectors does not resolve the issues.
5. It should be noted that, unfortunately, the outside 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 cannot be held responsible or liable.
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 inspections).

7. Any doubts or conflicting reports should, unless otherwise 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, grief, headaches, disappointments, heart attacks, complaints 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 provide these written warranties is to perform treatments.

9. Experience has shown many times over, when it comes to the transfer or ownership of real property, that 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 to rely upon less meaningful, less reliable, and 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.