

STAFF REPORT

DATE: December 26, 2018

RE: **533 Petronia Street (permit application # T2018-0162)**

FROM: Karen DeMaria, City of Key West Urban Forestry Manager

An application was received requesting the removal of **(1) Sapodilla and (1) Mango tree**. A site inspection was done and documented the following:



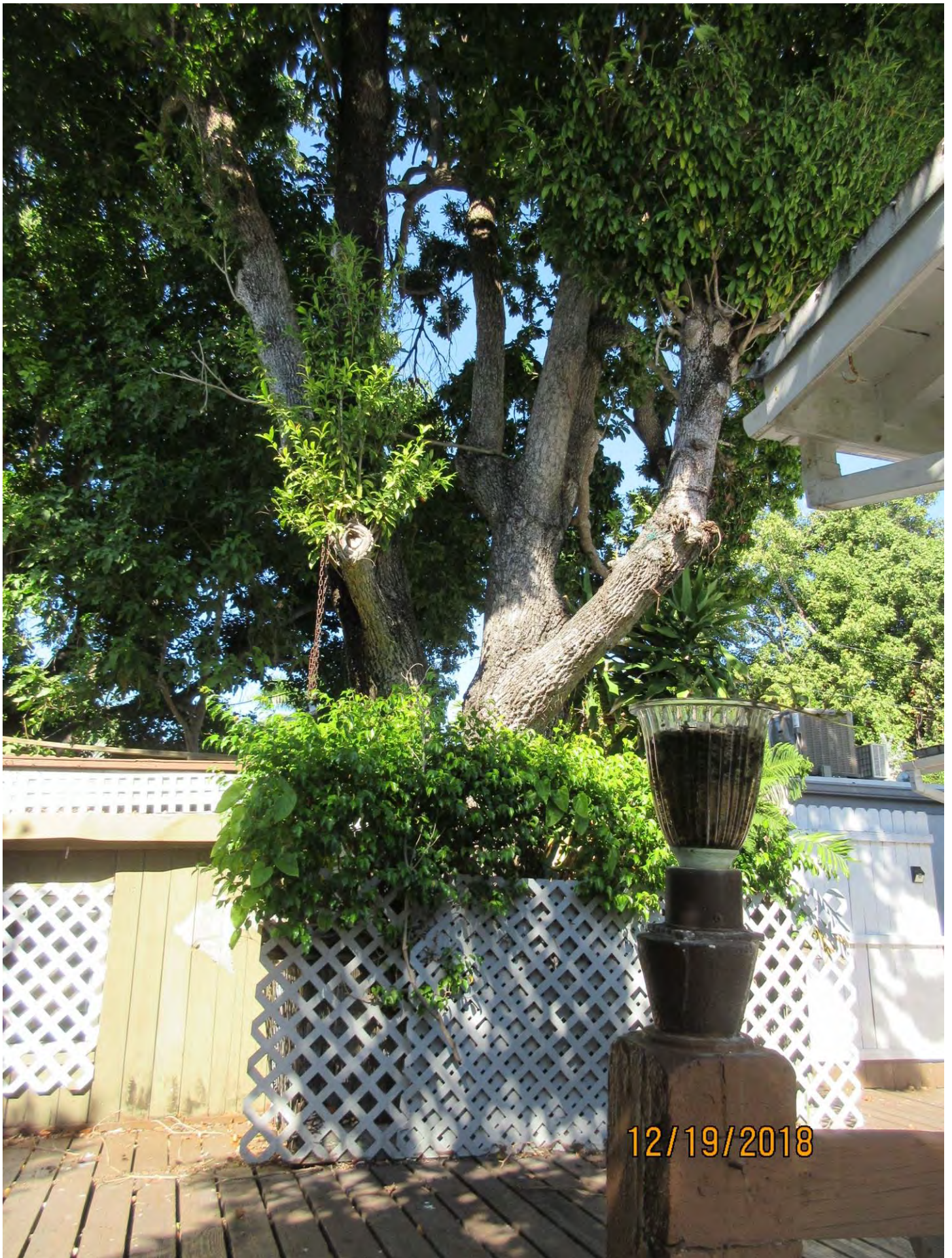
Tree Species: Sapodilla (Manilkara zapota)

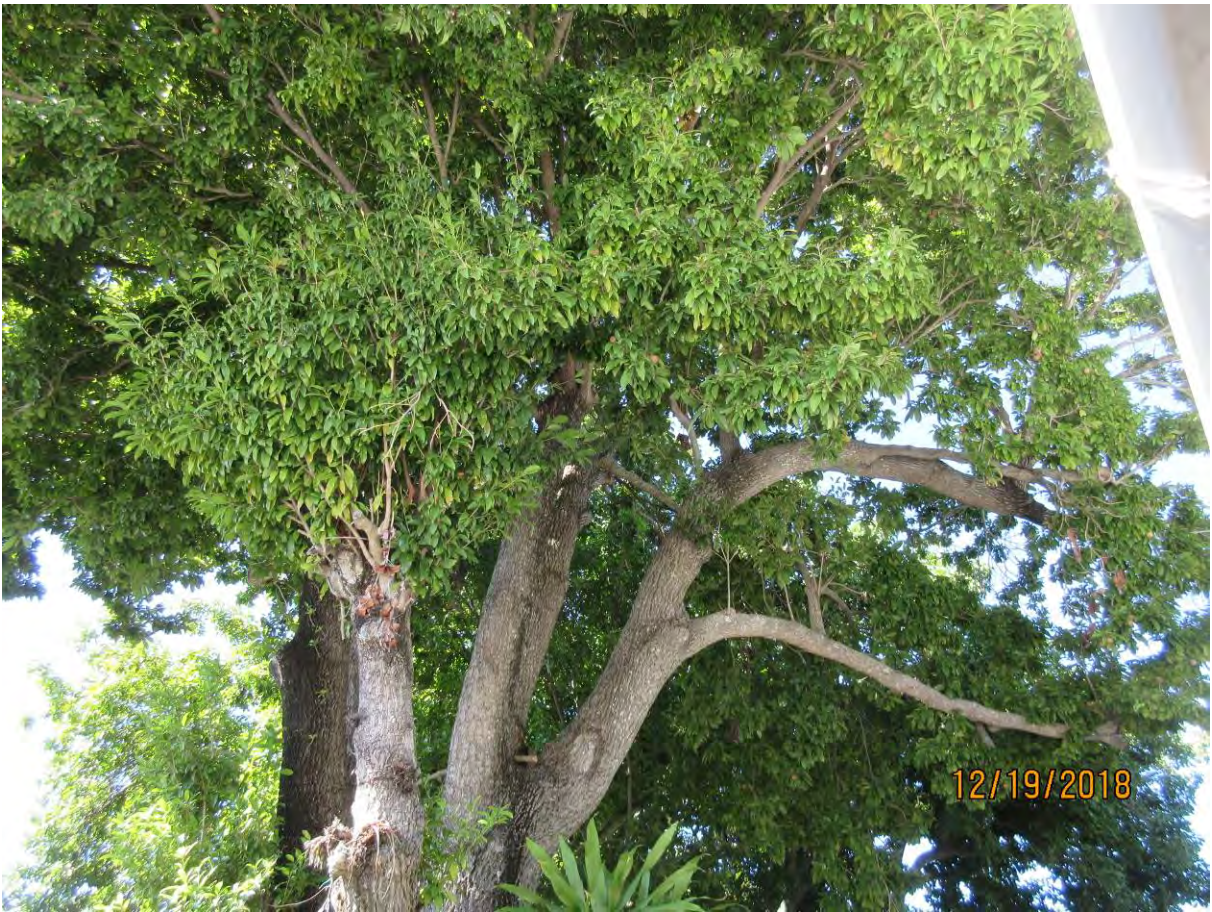


Mango
to be
removed

12/19/2018

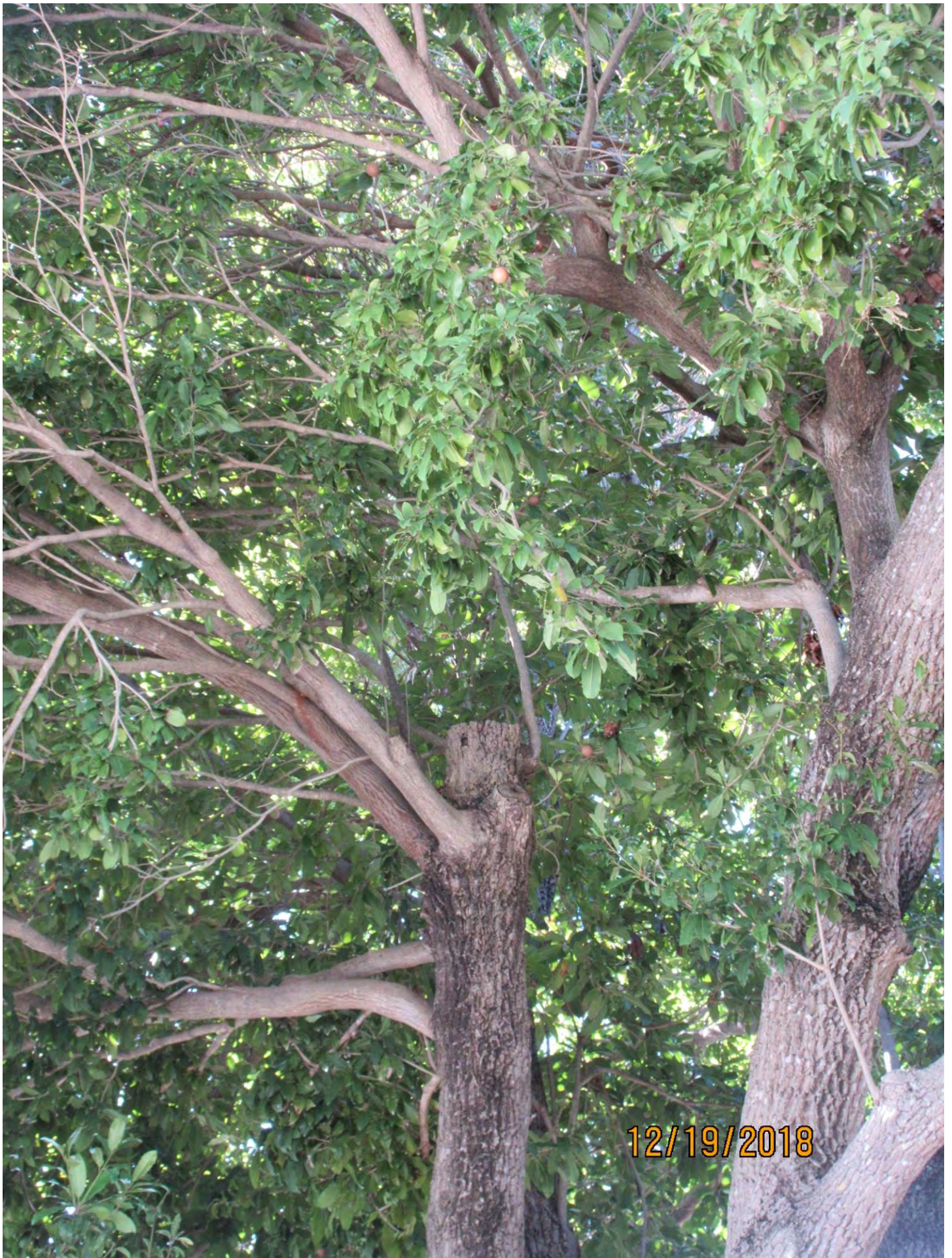


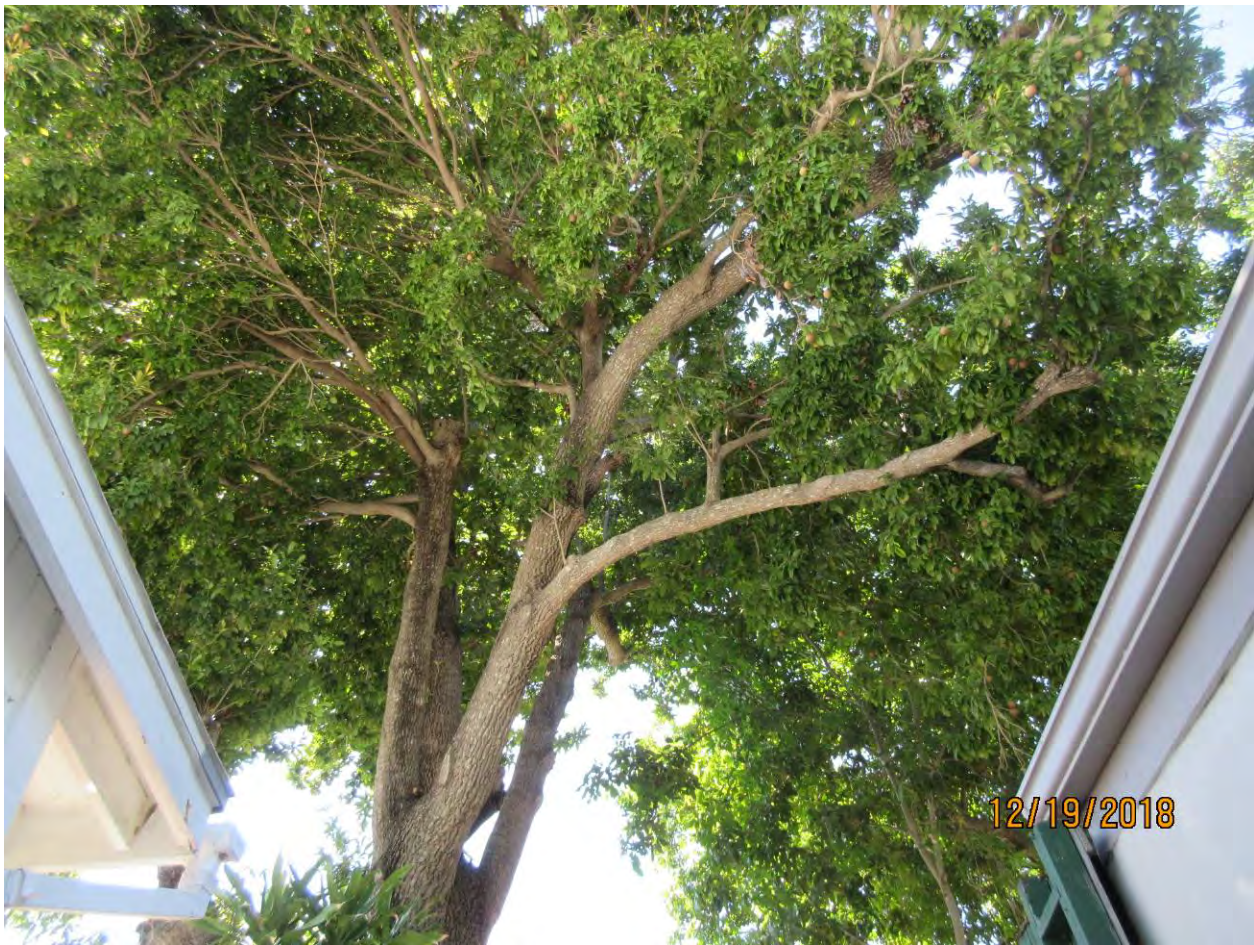
















12/19/2018





Termite mud

11/30/2018





Diameter: 35"

Location: 80% (back yard tree)

Species: 100% (on protected tree list)

Condition: 50% (fair, evidence of termite mud on main trunk and at main branch/trunk split, decay in canopy-old cuts with regrowth)

Total Average Value = 76%

Value x Diameter = 26.6 replacement caliper inches

Tree Species: Mango (*Mangifera indica*)





12/19/2018







Diameter: 9.8"

Location: 80% (back yard tree)

Species: 100% (on protected tree list)

Condition: 60% (fair, poor structure-could it be corrected by trimming?

Evidence of termites not observed)

Total Average Value = 80%

Value x Diameter = 7.8 replacement caliper inches

Additional Information

From: Jones, William <WJones2@terminix.com>
To: Gary Thomas <garyethomas@aol.com>
Subject: Re: 533 Petronia St termites
Date: Mon, Dec 3, 2018 10:40 am

The house on 533 Petronia Street, Key West, FL, 33040. Has subterranean termites in the roots of the sapodilla tree.

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From: Gary Thomas <garyethomas@aol.com>
Sent: Sunday, December 2, 2018 2:10 PM
To: Jones, William
Subject: 533 Petronia St termites

Hi Billy,

Please remember to send me an email regarding the subterranean termites you found in the sapodilla tree and other trees at 533 Petronia Street.

Thank you again for taking time to look at the property.
Gary

Sent from my iPhone



FLORIDA KEYS
625 US HIGHWAY 1 STE 101
KEY WEST, FL 33040-5603
3052920530

Contract #: 73880-120118194611-9744

Inspection Date: 12/01/2018

Inspector: JONES, WILLIAM M.

Homeowner Name: GARY THOMAS

Address: 533 PETRONIA STREET

City State Zip: KEY WEST, FL, 33040-7440

Home Phone: 3057667642

Work Phone:

Ultimate Protection Home Pest Inspection

Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

EXTERIOR INSPECTION

PROPERTY DETAILS

Linear Feet:	180	Built Pre 1985:	<input checked="" type="checkbox"/>	Primary Use:	Single Family Dwelling
# of Stories:	1	Roof Type:	Metal Roof	Foundation Type:	Concrete
Construction Type:	Inaccessible Crawlspace	Siding:	Wood	Industry Type:	
Square Footage:	1500	Lot Size:	1	# of Gas Meters:	
Cubic Feet:		Eave Height:		Peak Height:	

PROPERTY HAS A:

Cistern:	<input type="checkbox"/>	French Drain:	<input type="checkbox"/>	Well:	<input type="checkbox"/>
Visible Pond, Lake, Stream, or Waterway:	<input type="checkbox"/>	Sprinkler System Present:	<input type="checkbox"/>		
Exterior Slab (False Porch) Over Basement Area:	<input type="checkbox"/>	Gas Meter Have 3' Clearance:	<input type="checkbox"/>		

CONDUCTIVE CONDITIONS

Indications of pests, rodents, termites, wildlife, or other wood-destroying pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input type="checkbox"/>
Damage Found?	<input type="checkbox"/>	Trees/shrubs on or against home?	<input checked="" type="checkbox"/>
Conditions on or around foundation conducive to termite attack?	<input checked="" type="checkbox"/>	Foundation slab/wall visible?	<input type="checkbox"/>
Conditions allowing water to collect around structure?	<input checked="" type="checkbox"/>	Openings large enough for pest/rodent/wildlife entry?	<input checked="" type="checkbox"/>
Gutters and downspouts clear of debris and standing water?	<input type="checkbox"/>	Siding Less Than 6" From Grade:	<input type="checkbox"/>
Styrofoam Insulation or "DRI-VIT" Below Grade?	<input type="checkbox"/>	Wood embedded in concrete?	<input type="checkbox"/>
Breeding Sites:	None		



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INTERIOR INSPECTION

PROPERTY DETAILS

Sump Pump:	<input type="checkbox"/>	A/C - Heat Ducts in or Below Slab:	<input type="checkbox"/>
Plenum A/C - Heat System:	<input type="checkbox"/>	Radiant Heat:	<input type="checkbox"/>

CONDUCTIVE CONDITIONS

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input type="checkbox"/>
Damage Found?	<input type="checkbox"/>	Obvious Signs Of Leaks?	<input type="checkbox"/>
Musky Odors?	<input type="checkbox"/>	Bath Traps Installed Where Applicable?	<input type="checkbox"/>
Wall Separation/Cracks?	<input type="checkbox"/>	Sagging Or Bouncing Floors?	<input type="checkbox"/>

ATTIC

Number Of Attics: _____ Attic Access Location: None

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests? ☐

Adequate Ventilation?	Adequate Insulation R-Value?	Obvious Signs Of Leaks?
Attic Vents Screened?	Asbestos Present?	

CRAWL SPACE

Number Of Crawl Spaces: _____ Crawl Space Access Location: Outside

Height Of Crawl Space: _____ High Point Of Crawl Space: _____ Low Point Of Crawl Space: _____

Distance Between Joists: _____ Depth Of Joists: _____ # of electrical connections: _____

Indications of pests, rodents, termites, wildlife, fungi, or other wood-destroying pests? ☒

Wood debris, stored material or structure/ground contact?

Excessive Moisture?	Visible Plumbing Leaks?	Cracked foundation walls/supports?
Sagging Or Cracked Floor Joists?	Wood-Earth Contact?	Wood Debris In Crawl Space?
Inadequate Ventilation In Crawl Space?	Wood Embedded In Concrete?	Entire Crawl Space Accessible?

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

Subterranean termites in the trees throughout the property	Date:	12/01/2018
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TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

	Date:	
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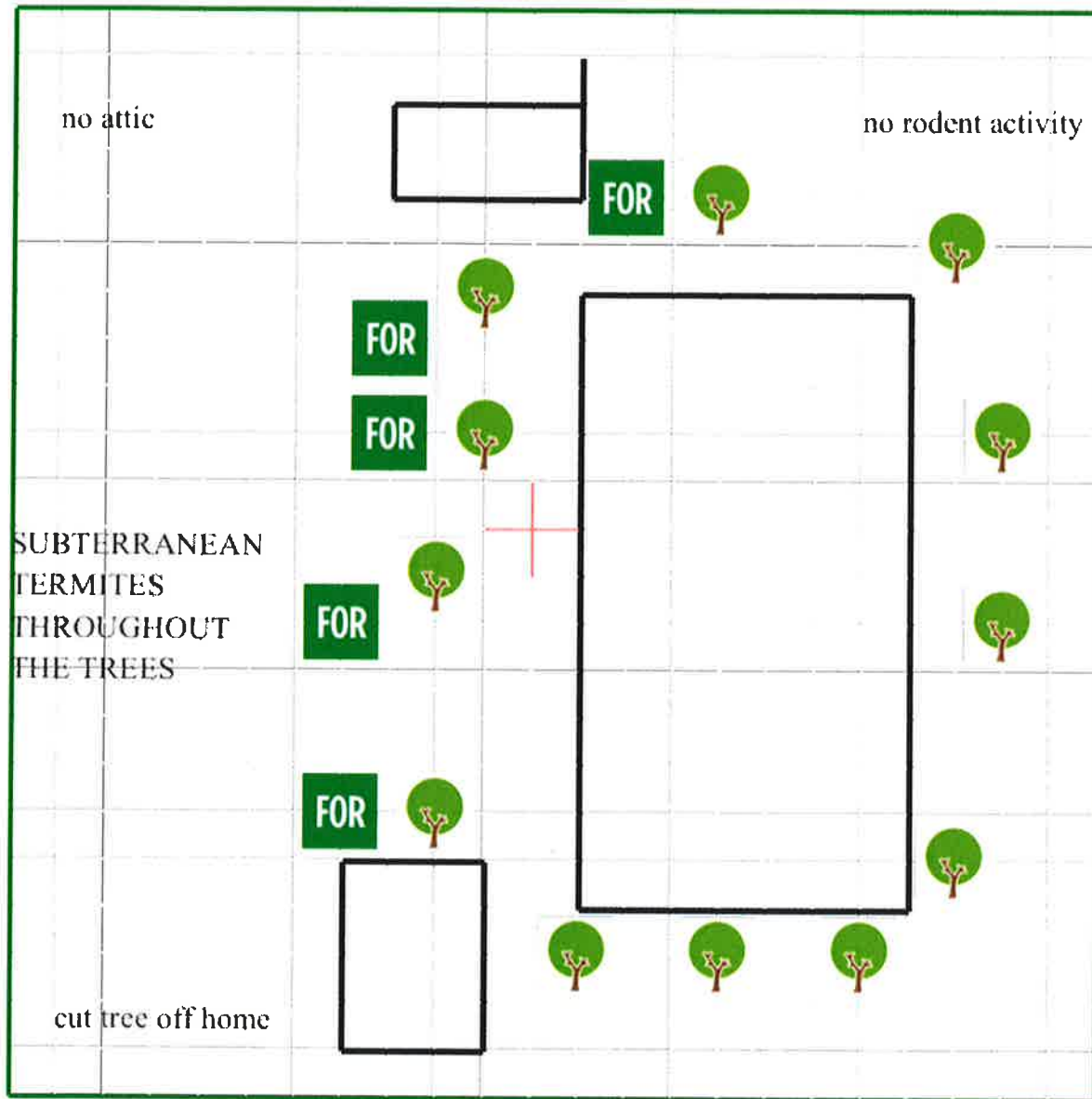


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Inspector: JONES, WILLIAM M.



Scale 1:1

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph.



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Inspector: JONES, WILLIAM M.

FLOOR PLAN LEGEND

PROPERTY ELEMENTS

	Exterior Gas Grill		Water Shut-Off		Sprinkler Shut-Off		Gas Meter
	Air Conditioner		Cistern		Exterior Slab Over Basement Area		Inaccessible Area(s)
	Sump Pump		Visible Waterway				

KEY TO EVIDENCE

	Access Holes Allowing Pest Entry		Ant Activity		Bed Bug Activity		Bird Activity
	Carpenter Ants		Cellulose Debris		Dampwood Termites		Drywood Termites
	Earth Contact		Existing Damage		Excessive Moisture		Fungus
	Faulty Grade		Flies		Formosan Termites		Gnaw Marks/Debris (Rodent)
	Large Gaps		Mice		Mosquitoes		Missing Screens/Vent Covers
	Possible Hidden Damage		Powder Post Beetles		Powder Post Beetle Damage		Rigid Board / Foam Insulation At Or Below Grade
	Roaches		Rigid Board / Foam Insulation at or Below Grade		Rodents		Rodent Waste (Droppings)
	Rodent Droppings		Rodent Tunneling In Insulation		Rodent Tunneling Under Slab Or Concrete Pad		Rub Marks (Rodent)
	Siding Less Than 6" From Grade		Spiders		Styrofoam Insulation Or DRI-Vit Below Grade		Subterranean Termites
	Termite Damage		Active Termites		Wood Boring Beetles		Wood Debris In Crawlspace
	Wood Embedded In Concrete						



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FLOOR PLAN LEGEND

GENERAL TREATMENT SPECIFICATIONS

117	Trench or trench/rod soil adjacent to exterior foundation walls	117A	Vertically drill exterior attached slabs and treat soil beneath along point of attachment
118	Excavate soil beneath dirt-filled porch slab at point(s) of attachment to the structure and treat soil beneath	120	Vertically drill the dirt-filled porch slab and treat the soil beneath the slab along the point(s) of attachment to the structure
121A	Drill the exterior foundation wall of a crawl space or basement from the inside and treat the soil immediately beneath the dirt-filled porch slab by short-rod drilling along the point(s) of attachment to the structure		
121B	Drill through each side of the dirt-filled porch foundation wall at no greater than 12" intervals and treat the soil immediately beneath the dirt-filled porch slab by short-rod drilling along the entire inside perimeter of the DFP		
121C	Drill foundation walls of the dirt-filled porch and treat the soil immediately beneath the slab by long-rod drilling adjacent to the entire inside perimeter of the DFP		
128	Trench, remove, and treat soil by the Backfill Method (see label)	129	Drill and treat voids of a double brick foundation wall at 12" intervals or less
130	Drill and treat voids of a stone foundation wall at 12" intervals or less	131	Drill and treat voids of a triple brick foundation wall at 12" intervals or less
132	Drill and treat voids of a hollow block foundation wall at 12" intervals or less	133	Drill and treat voids of a brick veneer foundation wall at 12" intervals or less
134	Drill and treat all voids of a chimney at 12" intervals or less	138	Drill and treat a subterranean termite infested wooden sill or plate
140	Drill and treat a subterranean termite infested wooden joist/s	145	Drill into voids of termite infested wood and inject product into inaccessible voids, termite galleries and nests
146	Make small openings into termite shelter tubes and inject product inside	147	Make multiple openings into carton nests in building voids or in trees and make multiple injections of products to varying depths
160	Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply		
501	Install In-ground Monitoring Station		

NON-CHEMICAL TREATMENT SPECIFICATIONS

101	Provide at least 14" clearance between wood and soil in the crawl space	102	Install access to ceiling of basement for inspection and/or treatment
104	Install door/s to provide access for treating soil adjacent to plumbing	105	Install crawl space access door
106	Install Automatic Vents	109	Remove cellulose debris and/or any other debris that would interfere with inspection or treatment in the crawl space
109A	Remove form boards	110	Scrape off termite tunnels
111	Set wooden supports on concrete pads to properly insulate wood to soil contact	135	Cut off stucco at least 3" above grade and remove stucco below grade
149	Remove wood to ground contacts	152	Break ground contact on step stringers
161	Prepare floor surface for drilling	205	Install a vapor barrier over the soil of a crawl space
206	Install floor supports to provide additional support		



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FLOOR PLAN LEGEND

BASEMENT TREATMENT SPECIFICATIONS

122	Vertically drill basement concrete slab floor and treat the soil beneath	144	Drill and treat basement door frames
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CRAWL SPACE TREATMENT SPECIFICATIONS

114	Trench or trench/rod soil adjacent to the inside of the foundation walls of a crawl space	115	Trench or trench and rod soil adjacent to the piers of a crawl space
116	Trench or trench and rod soil adjacent to soil pipes of a crawl space	119	Trench or trench and rod soil adjacent to a chimney of a crawl space

EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS

900	Trap - Wildlife	901	Install Mushroom/Turbine Vent Cage - Roof
902	Seal Mushroom/Termite Vent - In Attic	903	Install Plumbing Vent Cap - Roof
904	Screen Gable Vent	905	Screen Foundation Vent
906	Screen Soffit Vent	907	Repair Roof Return
908	Seal Pipe Penetration	909	Seal Hole In Wall/Foundation, Floor, Etc.
910	Install One-Way Door Exclusion Cage	911	Install Garage Door Seal
912	Install Dryer Vent Cover - Wall	913	Install Oven Vent Cover - Wall
914	Install Oven Vent Cage - Roof	915	Install Chimney Cap

PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

171	Vertical treatment zone - trench or trench and rod soil adjacent to pillars and other interior foundation elements such as chimneys and soil pipes	172	Vertical treatment zone - trench or trench/rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sqft)
173	Horizontal treatment zone - make a horizontal treatment to the entire surface area of soil or substrate to be covered beneath the concrete slab	174	Vertical treatment zone - upon completion of grading along the outside of the exterior foundation wall, treat the backfill by trenching or trenching/rodding the soil adjacent to the exterior foundation wall

SLAB TREATMENT SPECIFICATIONS

122A	Drill the slab at 12" intervals or less along the expansion joint where two slabs meet and treat soil underneath	123	Treat soil adjacent to plumbing penetrations
123A	Drill the slab along one side of the partition wall at 12" intervals or less and treat the soil beneath	123AA	Drill the slab along both sides of a load-bearing wall at 12" intervals or less and treat the soil beneath
124	Drill through the exterior foundation wall immediately below the slab at 12" intervals or less and treat the soil beneath by short-rodding from the outside	126	Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab



Contract #: 73880-120118194611-9744

PEST CONTROL SERVICE PLAN
Quarterly Service (4 Treatments)

THIS AGREEMENT PROVIDES FOR SERVICES TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF CERTAIN INSECTS, SPIDERS AND RODENTS. TERMINIX SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DISEASE OR ILLNESS RESULTING FROM BITES, INFESTATION OR CONTAMINATION OR FOR THE REPAIR OF ANY DAMAGE TO THE STRUCTURES ON THE PREMISES CAUSED BY SUCH INSECTS, SPIDERS AND RODENTS.

Purchaser GARY THOMAS Home Phone 3057667642 Work Phone _____
Mailing Address _____
Property Address 533 PETRONIA STREET, KEY WEST, FL 33040-7440
Description of Structure(s) Covered House, Shed/Shop Email _____

SERVICE / PAYMENT TERMS

INITIAL SERVICE VISIT CHARGE *	\$	150.00
RECURRING SERVICE VISIT CHARGE*	\$	100.00
OWNERSHIP TRANSFER FEE*	\$	200.00
BILLING FREQUENCY		Quarterly
*Excludes tax (if applicable)		

PEST CONTROL SERVICES

Service Frequency: Quarterly (4 treatments)

Standard Pests Covered: cockroaches, mice, rats, silverfish, "house" ants (other than Premium Pest ants listed below), clothes moths, non-poisonous spiders, scorpions, centipedes, millipedes, earwigs, house crickets and paper wasps

Premium Pests (Subject to Additional Charges): (select)

☐ Fleas ☐ Ticks ☐ Carpenter Ants ☐ Fire Ants ☐ Pharaoh Ants ☐ Tawny Crazy Ants ☐ Black Widow Spiders ☐ Brown Recluse Spiders ☐ Bees (Yellow Jackets, Hornets, Wasps)

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state-required documents for the pesticide(s), which will be used to treat the above-named property.

Purchaser accepts and agrees to the Terms and Conditions of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 16 and 17 of the Terms and Conditions of this Agreement:

Purchaser Name: GARY THOMAS Purchaser (Signature): _____ Date: _____
Representative Name: JONES, WILLIAM M Representative (Signature): _____ Date: _____
Terminix Branch _____
Phone: 3052920530 Terminix Branch Charter No.: _____
Terminix Branch Address: 625 US HIGHWAY 1 STE 101, KEY WEST, FL 33040-5603

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1.800.TELLTMX (1.800.835.5869).

STATE-SPECIFIC DISCLOSURES.

CALIFORNIA: Supplier shall provide the "Notice to Owner/Tenant" as required by Cal. Bus. & Prof. Code section 8538.

GEORGIA: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

TEXAS: Licensed and regulated by: Texas Department of Agriculture, Structural Pest Control Service, PO Box 12847, Austin, TX 78711-2847 Phone 1.866.918.4481 Fax 1.888.232.2567.

www.terminix.com Key #33235 Residential Pest Control Service Plan (3.5.2014) New 3/2014 Rev 3/2015
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TERMS AND CONDITIONS

1. **INITIAL TERM; RENEWAL.** The term of this Agreement shall be a period of one (1) year beginning on the date executed (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for additional one (1) year periods (each a "**Renewal Term**") unless earlier terminated in accordance with this Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement by providing the other Party with at least 30 days advance written notice prior to the start of any Renewal Term.
2. **FEES.** Purchaser shall pay the fees for Initial Service Visit and subsequent quarterly Service Visits for the Initial Term and any Renewal Term in accordance with the payment terms set forth in this Agreement based upon the Payment Option selected by Purchaser.
3. **PEST CONTROL SERVICE PLAN.** Terminix shall control for and mitigate against infestations of Standard Pests located in and around the structures on the Purchaser's premises through delivery of regular pest control service. For an additional charge, Terminix shall control for and mitigate against infestations of Premium Pests designated by Purchaser on Page 1 of this Agreement located in and around the structures on the Purchaser's premises through delivery of regular pest control service. All services shall be performed in accordance with procedures recognized in the pest control industry and scientific community as effective against target pests. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE TO THE STRUCTURES ON THE PREMISES OR THE CONTENTS THEREIN CAUSED BY ANY PESTS OR TO COMPENSATE PURCHASER FOR ANY SUCH DAMAGE.
 - a. **INITIAL SERVICE VISIT; SUBSEQUENT SERVICE VISITS.** On the initial service visit, Terminix will apply pesticides both to the interior of the structures and the exterior perimeter of the structures on the premises (the "**Initial Treatment**"). Subsequent to the Initial Treatment, Terminix will apply pesticides only to the exterior perimeter of the structures on the premises once each calendar quarterly period during the Initial Term and any Renewal Term. Additionally, for control of certain Premium Pests, Terminix may utilize other pest control strategies including use of traps and glue boards.
 - b. **EXCLUDED PESTS.** Terminix shall have no obligation to control for or mitigate against the following pests: Termites (subterranean, drywood, damp wood), wood-boring beetles, bed bugs (*Cimex lectularius*), mosquitoes or any other pests not specified as a Standard Pest or Premium Pest, unless otherwise agreed to in writing by Terminix.
 - c. **INTERIM SERVICE VISITS.** Subject to the limitations in Section 5-Purchaser Cooperation, Terminix shall, upon the request of Purchaser and at no additional costs to Purchaser, make a service visit to reapply pesticides to the structures on the premises as is reasonably necessary to control for and mitigate against acute infestations of Standard Pests and/or Premium Pests which occur between the regularly scheduled quarterly service visits.
4. **ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the structures for any purpose contemplated by this Agreement, including but not limited to reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.
5. **PURCHASER COOPERATION.** Purchaser's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Purchaser, and are not corrected by Purchaser, Terminix cannot ensure effective Services. If Purchaser fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Purchaser as an extra charge.
6. **30-DAY MONEY-BACK GUARANTEE.** IF WITHIN THE THIRTY (30) DAY PERIOD IMMEDIATELY FOLLOWING ANY INSPECTION OR SERVICE TREATMENT PROVIDED BY TERMINIX UNDER THIS AGREEMENT, PURCHASER IS NOT SATISFIED WITH THE SERVICES RENDERED, AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND UPON PURCHASER'S WRITTEN REQUEST, TERMINIX SHALL REFUND TO PURCHASER ANY FEES PAID BY PURCHASER FOR SUCH INSPECTION OR SERVICE TREATMENT AND THIS AGREEMENT SHALL BE TERMINATED WITHOUT ANY FURTHER LIABILITY ON THE PART OF TERMINIX.
7. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY PESTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT PESTS WILL NOT RETURN SUBSEQUENT TO SERVICE TREATMENTS.
8. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the structures on the premises, may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.
9. **OWNERSHIP TRANSFER.** Upon transfer of ownership of the structures, Services may be continued upon request of the new owner and upon payment
www.terminix.com Key #33235 Residential Pest Control Service Plan (3.5.2014) New 3/2014 Rev 3/2015
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- of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the service charges upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised service charges, this Agreement will terminate automatically as of the date of the change of ownership.
10. **FORCE MAJEURE.** Terminix shall not be liable to Purchaser for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.
11. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for: (a) termites and/or any other wood-destroying organisms, except as specifically provided herein; (b) moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems including, but not limited to, wood to ground contacts; (e) termites entering any rigid foam, wooden or cellulose containing components in contact with the earth and the Structures regardless of whether the component is a part of the Structures; and (f) the failure of Purchaser to properly cure at Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to pest infestation.
12. **CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the service charges or terminate this Agreement.
13. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
14. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.
15. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
16. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("**Claim**"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("**AAA**"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("**AAA Rules**"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Memphis, TN.
17. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("**Class Action**"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
18. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 16 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
19. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.



Contract #: 73880-120118194611-9744

MONTHLY MOSQUITO SERVICE

THIS AGREEMENT PROVIDES FOR SERVICES TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF MOSQUITOES. TERMINIX SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DISEASE OR ILLNESS RESULTING FROM BITES, INFESTATION OR CONTAMINATION CAUSED BY MOSQUITOES.

Purchaser (print name) GARY THOMAS Home Phone 3057667642 Work Phone _____
Purchaser Mailing Address _____
Property Address 533 PETRONIA STREET, KEY WEST, FL 33040-7440
Description of Structure(s) Covered House, Shed/Shop Email _____

SERVICE / PAYMENT TERMS

INITIAL SERVICE VISIT CHARGE* (Inspection and 1 st month service charge)	\$	139.00
RECURRING SERVICE VISIT CHARGE*	\$	89.00
BILLING FREQUENCY		Monthly
SERVICE FREQUENCY		Monthly

*Excludes tax (if applicable)

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Purchaser acknowledges that Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state-required documents for the pesticide(s), which will be used to treat the above-named property.

Purchaser accepts and agrees to the Terms and Conditions on pages 1-2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 14 and 15 of the Terms and Conditions of this Agreement:

Purchaser Name:	<u>GARY THOMAS</u>	Purchaser (Signature):	_____	Date:	_____
Representative Name:	<u>JONES, WILLIAM M.</u>	Representative (Signature):	_____	Date:	_____
Terminix Branch Phone:	<u>3052920530</u>	Terminix Branch Charter No.:	_____		
Terminix Branch Address:	<u>625 US HIGHWAY 1 STE 101, KEY WEST, FL 33040-5603</u>				

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1.800.TELLTMX (1.800.835.5869).

STATE-SPECIFIC DISCLOSURES. FOR CALIFORNIA RESIDENTS: Supplier shall provide the "Notice to Owner/Tenant" as required by Cal. Bus. & Prof. Code section 8538. **FOR GEORGIA RESIDENTS:** The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company. **FOR TEXAS RESIDENTS:** Licensed and regulated by: Texas Department of Agriculture, Structural Pest Control Service, PO Box 12847, Austin, TX 78711-2847 Phone 1.866.918.4481 Fax 1.888.232.2567.

TERMS AND CONDITIONS

1. **INITIAL TERM; RENEWAL.** The term of this Agreement shall be a period of one (1) year beginning on the date executed (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year periods (each a "Renewal Term") unless earlier terminated in accordance with this Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement by providing the other Party with at least 30 days advance written notice prior to the start of any Renewal Term.
2. **FEES.** Purchaser shall pay the fees for Initial Service Visit and subsequent Service Visits for each month of the *Mosquito Season* designated on page 1 of this Agreement for Purchaser's local area within the Initial Term and any Renewal Term in accordance with the payment terms set forth above based upon the Payment Option selected by Purchaser.
3. **MOSQUITO CONTROL SERVICE PLAN.** Terminix shall control for and mitigate a gainst infestations of mosquitoes located around the outdoor areas of Purchaser's premises through application of pesticides and/or larvicides, selected by Terminix in its sole discretion (the "Services"). All Services shall be performed in accordance with procedures recognized in the pest control industry and scientific community as effective against target pests.
 - a. **MOSQUITO CONTROL SERVICE VISITS.** During the Initial Term and any Renewal Term, Terminix will apply pesticides and/or larvicides onto surfaces frequented by mosquitoes in the outdoor areas adjacent to the structures located on Purchaser's premises once during each month of the *Mosquito Season* designated on page 1 of this Agreement for Purchaser's location.
 - b. **EXCLUDED PESTS.** Except for mosquitoes, Terminix shall have no obligation to control for or mitigate against other pests including, but not limited to, any other insects, spiders and/or rodents.
 - c. **INTERIM SERVICE VISITS.** Subject to the limitations in Section 6– Purchaser Cooperation, Terminix shall, upon the reasonable request of Purchaser and at no additional costs to Purchaser, make a service visit to reapply pesticides and/or larvicides onto surfaces frequented by mosquitoes in the outdoor areas adjacent to the structures located on Purchaser's premises as reasonably necessary to control for and mitigate against acute infestations of mosquitoes which occur between the regularly scheduled service visits during the applicable Mosquito Season.
4. **IMPORTANT INFORMATION REGARDING TREATMENTS.** PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT: (A) THE MONTHLY APPLICATION OF PESTICIDES AND/OR LARVICIDES WILL TEMPORARILY REDUCE THE MOSQUITO POPULATION ON PURCHASER'S PREMISES AND THAT SUBSEQUENT PESTICIDE AND/OR LARVICIDE APPLICATIONS AT REGULAR MONTHLY SERVICE INTERVALS DURING THE MOSQUITO SEASON ARE NECESSARY TO MAINTAIN SUCH REDUCTION; (B) THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT NOR WARRANT, THAT MOSQUITO POPULATIONS WILL BE PERMANENTLY REDUCED OR ELIMINATED BY SUCH PESTICIDE AND/OR LARVICIDE APPLICATIONS; AND (C) PURCHASER SHOULD AVOID IRRIGATION OF TREATED AREAS VIA HANDHELD OR IN-GROUND IRRIGATION SYSTEMS WITHIN THE 24-HOUR PERIOD FOLLOWING APPLICATION OF SUCH PESTICIDES AND/OR LARVICIDES, AS SUCH IRRIGATION WILL REDUCE THE EFFICACY OF PESTICIDES AND/OR LARVICIDES.
5. **ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Purchaser's property for any purpose contemplated by this Agreement including, but not limited to, reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.
6. **PURCHASER COOPERATION.** Purchaser's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Purchaser, and are not corrected by Purchaser, Terminix cannot ensure effective Services. If Purchaser fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Purchaser as an extra charge.
7. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES.
8. **LIMITED WARRANTY.** THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN CONSIDERATION OF SUMS CHARGED BY TERMINIX HEREUNDER AND AS A LIQUIDATED DAMAGE AND NOT AS A PENALTY, AND NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM THAT TERMINIX FAILED TO PERFORM ITS OBLIGATIONS HEREUNDER, THE SOLE RESPONSIBILITY OF TERMINIX IN THE EVENT OF A CLAIM ASSERTED BY PURCHASER SHALL BE, AT THE

SOLE DISCRETION OF TERMINIX, TO: (A) PROVIDE A REPLACEMENT SERVICE TREATMENT TO PURCHASER FREE OF CHARGE; OR (B) REFUND TO PURCHASER THE MONTHLY SERVICE FEES PREVIOUSLY PAID BY PURCHASER TO TERMINIX FOR THE MONTH(S) OF ALLEGED DEFECTIVE SERVICE TREATMENT(S). THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT MOSQUITOES WILL NOT RETURN FOLLOWING ANY TREATMENTS. TERMINIX SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DISEASE OR ILLNESS RESULTING FROM BITES, INFESTATION OR CONTAMINATION CAUSED BY MOSQUITOES OR ANY OTHER PESTS.
9. **FORCE MAJEURE.** Terminix shall not be liable to Purchaser for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.
10. **CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the annual service charge or terminate this Agreement.
11. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
12. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.
13. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
14. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Memphis, TN.
15. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
16. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 14 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
17. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.



Contract #: 73880-120118194611-9744

SUBTERRANEAN TERMITE BAIT DEFEND SERVICE PLAN

THIS AGREEMENT PROVIDES FOR INSTALLATION, MONITORING AND SERVICING OF A SUBTERRANEAN TERMITE BAITING SYSTEM. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE TO STRUCTURES CAUSED BY SUBTERRANEAN TERMITES SUBSEQUENT TO SUCH INSTALLATION. THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN A LACK OF TERMITE PROTECTION.

Purchaser (print name) GARY THOMAS Home Phone 3057667642 Work Phone _____
Purchaser Mailing Address _____
Property Address 533 PETRONIA STREET, KEY WEST, FL 33040-7440
Description of Structure(s) Covered House Email _____

SERVICE / PAYMENT TERMS

INITIAL CHARGES* (Initial Treatment and Term Fee)	\$	1700.00
ANNUAL RENEWAL CHARGE*	\$	349.00
TRANSFER FEE*	\$	
BILLING FREQUENCY		Annual

*Excludes tax (if applicable)

THE TREATMENT PROVIDED IS:**TREATMENT STICKER WILL BE
PLACED ON ELECTRICAL BOX UPON
JOB COMPLETION.**

PROTECTION AGAINST SUBTERRANEAN TERMITES: THE BAITING SYSTEM ONLY CONTROLS FOR AND PROTECTS THE STRUCTURES FROM SUBTERRANEAN (IN-GROUND) TERMITES (RETICULITERMES SSP., HETEROTERMES SPP.), ASIAN TERMITES (COPTOTERMES GESTROI SPP.) AND FORMOSAN TERMITES (COPTOTERMES SPP.) (COLLECTIVELY "SUBTERRANEAN TERMITES") INFESTATIONS. THE BAITING SYSTEM DOES NOT CONTROL OR PROTECT THE STRUCTURES FROM AERIAL (ABOVE-GROUND) INFESTATION OF ANY KIND, DRYWOOD TERMITES (INCISITERMES SPP., CRYPTOTERMES SPP.) OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, POWDER-POST BEETLES OR WOOD-DECAY FUNGI. FUMIGATION OR SPOT TREATMENT MAY BE NECESSARY TO CONTROL AERIAL INFESTATIONS. IF A FUMIGATION OR SPOT TREATMENT IS DEEMED NECESSARY BY TERMINIX TO CONTROL AN AERIAL (ABOVE-GROUND) INFESTATION, PURCHASER GRANTS TERMINIX A RIGHT OF ACCESS TO THE STRUCTURES TO TREAT SUCH AERIAL INFESTATION AND PURCHASER SHALL PAY TO TERMINIX ADDITIONAL CHARGES FOR SUCH AERIAL INFESTATION TREATMENT AT TERMINIX'S THEN-CURRENT RATES.

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION

Purchaser acknowledges, accepts and agrees that:

Terminix has provided the Purchaser with any state-required documents for the termiticide(s), which will be used to treat the above-named property.

Terminix has provided the Purchaser with an Inspection Graph, as described in Section 3-Inspection Graph of the Terms and Conditions on page 2 of this Agreement.

PURCHASER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1-2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS IN SECTIONS 20 AND 21 OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. PURCHASER AGREES THAT THE INSPECTION GRAPH AND THE WOOD DESTROYING ORGANISM APPLICATION RECORD PROVIDED TO PURCHASER CONSTITUTES PART OF THIS AGREEMENT AND IS FULLY INCORPORATED BY REFERENCE:

Purchaser Name: <u>GARY THOMAS</u>	Purchaser (Signature): _____	Date: _____
Representative Name: <u>JONES, WILLIAM M.</u>	Representative (Signature): _____	Date: _____
Terminix Branch		
Phone: <u>3052920530</u>	Terminix Branch Charter No.: _____	
Terminix Branch Address: <u>625 US HIGHWAY 1 STE 101, KEY WEST, FL 33040-5603</u>		

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1.800.TELLTMX (1.800.835.5869).

TERMS AND CONDITIONS

1. **INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the date of initial installation (the "Installation Date") of the Baiting System and shall continue thereafter for one year (the "Initial Term"), unless terminated earlier as set forth herein. Purchaser may extend the Initial Term for additional one-year periods (each a "Renewal Term") for so long as Purchaser owns the property described on the Inspection Graph by paying the Annual Renewal Term Fee set forth in this Agreement prior to the expiration of the Initial Term or any Renewal Term. The Annual Renewal Term Fee shall remain fixed for the initial Renewal Term. However, Terminix has the right to modify the Annual Renewal Term Fee applicable to any Renewal Term subsequent to the initial Renewal Term upon thirty (30) days prior written notice to Purchaser.
2. **FEES.** Purchaser shall pay the fees for Baiting System Installation and Services for the Initial Term and any Renewal Term based upon the Payment Option selected by Purchaser.
3. **INSPECTION GRAPH.** This Inspection Graph, prepared by Terminix and provided to Purchaser, is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/ damage. Terminix is not responsible for repairs to damages identified on the Inspection Graph. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc., to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises depicted in the Inspection Graph represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including, without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of the Inspection Graph. If X (circled or not) appears on the Inspection Graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.
4. **LIMITED PLAN SERVICES; NO COVERAGE FOR DAMAGES.** THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY SUBTERRANEAN TERMITES REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE INSTALLATION OF THE BAITING SYSTEM. The sole obligation of Terminix during the Initial Term or any Renewal Term, as applicable, of this Agreement (hereinafter the "Services") is as follows: (a) Install the Terminix Subterranean Termite Baiting System (the "Baiting System") on and around the Structures described on the Inspection Graph attached to this Agreement, which contains termite bait in all stations; (b) At least once each year, inspect the Structures identified on the Inspection Graph and the installed Baiting System for termite activity, and if necessary, service the Baiting System including replacement of termite bait and other components of the Baiting System at no additional charge to Purchaser, as deemed necessary by Terminix in its sole discretion, to provide ongoing prevention, control and/or elimination of Subterranean Termite colonies.
5. **ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Structures for any purpose contemplated by this Agreement including, but not limited to, reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.
6. **PURCHASER COOPERATION.** Purchaser's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Purchaser, and are not corrected by Purchaser, Terminix cannot ensure effective Services. If Purchaser fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Purchaser as an extra charge.
7. **30-DAY MONEY-BACK GUARANTEE.** IF WITHIN THE THIRTY (30) DAY PERIOD IMMEDIATELY FOLLOWING ANY INSPECTION OR SERVICE TREATMENT PROVIDED BY TERMINIX UNDER THIS AGREEMENT PURCHASER IS NOT SATISFIED WITH THE SERVICES RENDERED, AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND UPON PURCHASER'S WRITTEN REQUEST, TERMINIX SHALL REFUND TO PURCHASER ANY FEES PAID BY PURCHASER FOR SUCH INSPECTION OR SERVICE TREATMENT, AND THIS AGREEMENT SHALL BE TERMINATED WITHOUT ANY FURTHER LIABILITY ON THE PART OF TERMINIX.
8. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT TERMINIX HAS NOT TREATED THE STRUCTURES WITH TERMITICIDE, HAS NOT TREATED THE SOIL OF THE STRUCTURES WITH TERMITICIDE, IS NOT REQUIRED TO TREAT THE PROPERTY AND IS ONLY OBLIGATED TO PROVIDE FURTHER BAITING SYSTEM TREATMENT IF DEEMED NECESSARY BY TERMINIX. IN CONSIDERATION OF SUMS CHARGED BY TERMINIX HEREUNDER AND AS A LIQUIDATED DAMAGE AND NOT AS A PENALTY, AND NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM THAT TERMINIX FAILED TO PERFORM ITS OBLIGATIONS HEREUNDER, THE SOLE RESPONSIBILITY OF TERMINIX IN THE EVENT OF A CLAIM SHALL BE TO PROVIDE FURTHER BAITING SYSTEM TREATMENT FOUND NECESSARY BY TERMINIX FREE OF CHARGE. PURCHASER EXPRESSLY RELEASES TERMINIX FROM, AND AGREES TO INDEMNIFY TERMINIX WITH RESPECT TO, ANY OTHER OBLIGATION TO PURCHASER WHATSOEVER. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY SUBTERRANEAN TERMITES. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN.
9. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Structures may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.
10. **INFORMATION REGARDING THE BAITING SYSTEM.** Purchaser understands that:
(a) As termites feed on the bait in the stations, their growth is disrupted, causing a decline of the termite colony to the point where the colony can no longer sustain itself and is eliminated. Subterranean Termite colony elimination or control is impacted by the colony size, geographical location, weather and/or other factors. During the period before colony elimination or control is achieved, new damage to Structures from termite feeding may occur. State regulations may require specific treatment standards be performed for liquid termite treatments. These standards do not apply to Subterranean Termite baiting treatments. The termite bait used within the Baiting System is registered for use in this state; (b) The Baiting System involves installation, an initial period of monitoring, colony elimination or control with termite bait and subsequent monitoring for continuous protection from new Subterranean Termite activity; (c) Intervals of from two to several months may occur between: (i) installation of the Baiting System and sufficient termite activity to allow additional termite bait; (ii) addition of termite bait and mitigation or elimination of the Subterranean Termite colony; and (iii) the total time from initial installation to Subterranean Termite colony mitigation or elimination is dependent upon geographical location, weather and/or other factors; (d) Additional services, such as spot applications of conventional termiticides, are available for an additional fee to combat termite activity on a localized basis, if desired, but are not necessarily needed for the Subterranean Termite colony elimination or control; and (e) In some circumstances, the Baiting System may not eliminate or control the Subterranean Termite colony. If after 24 months from commencement of the Baiting System, Subterranean Termite colony elimination or control has not been achieved, Terminix may, in its sole discretion, propose treatment using conventional methods.
11. **OWNERSHIP OF BAITING SYSTEMS COMPONENTS.** The Purchaser understands that some or all of the components of the Baiting System ("Components") may be, and may remain, the property of the manufacturer. The Purchaser has no ownership rights to any of the Components other than the right to their use as installed by Terminix under this Agreement. Upon the expiration or termination of the Agreement, Terminix or its authorized representatives are authorized by Purchaser to retrieve from Purchaser's premises the system Stations and other Components contained therein for appropriate disposition. If Terminix, for whatever reason, ceases to use the Baiting System, Terminix will: (a) so notify Purchaser, (b) offer Purchaser the alternative of either using a different system of termite protection or control or terminating this Agreement and (c) retrieve the Components from Purchaser's premises.
12. **ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structures described on the Inspection Graph as of the date of the installation of the Baiting System. In the event the premises are structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if Baiting System stations are removed or disturbed (collectively "Alterations"), Purchaser must provide Terminix with written notice of such Alterations within ten (10) days of the occurrence of such Alterations. Purchaser's failure to provide such notice will terminate this Agreement automatically without further notice. The failure of Terminix to discover such Alterations does not release Purchaser from the obligations to provide written notice to Terminix of the same. Purchaser shall pay Terminix's then-current charges for a service call to evaluate the Alterations and provide additional Bait Station treatment as a result of the Alterations. Terminix reserves the right to increase the Annual Renewal Term Fee as a result of the Alterations.
13. **OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structures, Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the Annual Renewal Term Fee upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised Annual Renewal Term Fee, this Agreement will terminate automatically as of the date of the change of ownership.
14. **FORCE MAJEURE.** Terminix shall not be liable to Purchaser for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.
15. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Terminix will not be responsible for, damage resulting from or services required for: (a) termites and/or any other wood-destroying organisms, except as specifically provided herein; (b) moisture conditions including, but not limited to, fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems including, but not limited to, wood-to-ground contacts; (e) termites entering any rigid foam, wooden or cellulose-containing components in contact with the earth and the Structures regardless of whether the component is a part of the Structures, and (f) the failure of Purchaser to properly cure at Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation.
16. **CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the Annual Renewal Term Fee or terminate this Agreement.
17. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
18. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.
19. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
20. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Memphis, TN.
21. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
22. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 20 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
23. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.



Summary of Charges

	Product	Amount	Tax	Discount	Total Amount
Initial Term	Residential Inside/Outside Pest Control	\$150.00	\$0.00	\$50.00	\$100.00
Initial Term	Quick Guard Mosquito Service Jan-Dec	\$139.00	\$0.00	\$0.00	\$139.00
Initial Term	Bait Barrier System Trelona	\$1700.00	\$0.00	\$170.00	\$1530.00
Grand Total:					\$1769

Product	Merchandise	Quantity
---------	-------------	----------

Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process this one-time payment without further signature or authorization from me.

\$

Authorization

Purchaser Name:	GARY THOMAS	Purchaser (Signature):	_____	Date:	_____
-----------------	-------------	------------------------	-------	-------	-------

AUTOPAY: Purchaser authorizes Terminix to automatically debit Purchaser's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix's receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser's obligations under this Agreement.

Authorization

Purchaser Name:	GARY THOMAS	Purchaser (Signature):	_____	Date:	_____
-----------------	-------------	------------------------	-------	-------	-------



FLORIDA KEYS
625 US HIGHWAY 1 STE 101
KEY WEST, FL 33040-5603
3052920530

Contract #: 73880-120118194611-9744

Inspection Date: 12/01/2018

Inspector: JONES, WILLIAM M.

See for yourself why Terminix is America's #1 provider of termite and pest control.

MANAGE YOUR ACCOUNT 24/7.



Manage your Terminix account around the clock by computer, tablet or smartphone. Just sign up at Terminix.com or download our free Terminix app for iPhone®, iPad® or Android® devices. You'll be able to:

- Schedule services
- Request additional treatments
- Review service history
- Access billing history
- Request a call from a representative
- Enroll in EasyPay

MAKE PAYMENTS WORRY-FREE.

Save time and money with EasyPay automated payments. Payments are charged to your debit or credit card when they're due, so you can skip the stamps and save some time.

RECOMMEND TERMINIX TO FRIENDS AND FAMILY.

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FIND OUT WHAT PEOPLE ARE SAYING.

CONSUMER AFFAIRS



consumeraffairs.com/homeowners/terminix



Application



CANOPY
REMOVAL

2018-0162

Tree Permit Application

Date: 12/19/18

Please Clearly Print All Information unless indicated otherwise.

Tree Address 533 Petronia St.
Cross/Corner Street Simonton/Petronia
List Tree Name(s) and Quantity Sapodilla (1) Mango (1)
Species Type(s) check all that apply ☐ Palm ☐ Flowering ☒ Fruit ☒ Shade ☐ Unsure
Reason(s) for Application:

☒ REMOVE ☒ Tree Health ☒ Safety ☐ Other/Explain below
☐ TRANSPLANT ☐ New Location ☐ Same Property ☐ Other/Explain below
☐ HEAVY MAINTENANCE ☐ Branch Removal ☐ Crown Cleaning/Thinning ☐ Crown Reduction

Other/Explain

Reason for Request Trees are infested with termites and present a safety risk

Property Owner Name Chester Grabowski Trust
Property Owner eMail Address williamgorka@gmail.com
Property Owner Mailing Address 16 Emerald Pl.
Property Owner Mailing City Somerset State NJ Zip 08873
Property Owner Phone Number (732) 985-3997
Property Owner Signature See authorization

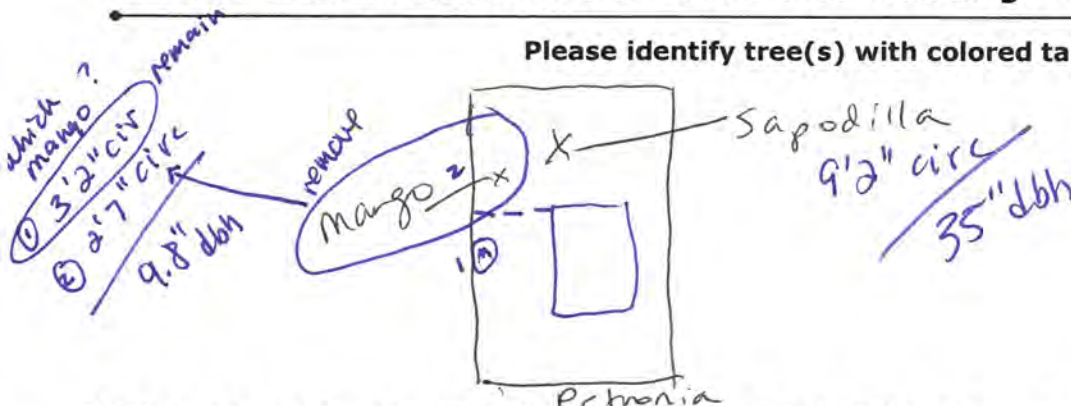
Representative Name Cory Held
Representative eMail Address CoryHeldRealtor@bellsouth.net
Representative Mailing Address 526 Southard St.
Representative Mailing City Key West State FL Zip 33040
Representative Phone Number (305) 240-0355

NOTE: A Tree Representation Authorization form must accompany this application if someone other than the owner will be representing the owner at a Tree Commission meeting or picking up an issued Tree Permit.

Tree Representation Authorization form attached ☐

<<<<< Sketch location of tree in this area including cross/corner Street >>>>>

Please identify tree(s) with colored tape



Cory
12/21/18
Sean attending meeting

If this process requires blocking of a City right-of-way, a separate ROW Permit is required. Please contact 305-809-3740.



Tree Representation Authorization

Date: 12/17/2018

Attendance at the Tree Commission meeting on the date when your request will be discussed is necessary in order to expedite the resolution of your application. This Tree Representation Authorization form must accompany the application if the property owner is unable to attend or will have someone else pick up the Tree Permit once issued.

Please Clearly Print All Information unless indicated otherwise.

Tree Address 533 Petronia Street

Property Owner Name Chester Grabowski Trust 10/12/2011
Property Owner eMail Address William Gorka @ GMail, com
Property Owner Mailing Address 16 Emerald PL.
Property Owner Mailing City Somerset State N.J Zip 08873
Property Owner Phone Number (732) 985-3997
Property Owner Signature William Gorka Prep

Representative Name Cory Held
Representative eMail Address Cory Held REALTOR @ Bell South, Net
Representative Mailing Address 520 Southard ST.
Representative Mailing City Key West State FL Zip 33040
Representative Phone Number (305) 240-0356

I William Gorka, hereby authorize the above listed agent(s) to represent me in the matter of obtaining a Tree Permit from the City of Key West for my property at the tree address above listed. You may contact me at the telephone listed above is there is any questions or need access to my property. Chester Grabowski Trust
Property Owner Signature William Gorka Prep ✓

The forgoing instrument was acknowledged before me on this 17th day December, 2018

By (Print name of Affiant) William A. Gorka who is personally known to me or has produced New Jersey Driver License as identification and who did take an oath.

NOTARY PUBLIC

Sign Name: Raggia S. Simmons, notary public Notary Public - State of Florida (seal) New Jersey R.I.
Print Name: Raggia S. Simmons
My Commission Expires: 08/03/2020



Tree Representation Authorization

Date: 12/17/2018

Attendance at the Tree Commission meeting on the date when your request will be discussed is necessary in order to expedite the resolution of your application. This Tree Representation Authorization form must accompany the application if the property owner is unable to attend or will have someone else pick up the Tree Permit once issued.

Please Clearly Print All Information unless indicated otherwise.

Tree Address 533 Petronia Street

Property Owner Name Chester Grabowski Trust 10/12/2011
Property Owner eMail Address William Gorka@gmail.com
Property Owner Mailing Address 16 EMERALD PL.
Property Owner Mailing City SOMERSET State N.J. Zip 08873
Property Owner Phone Number (732) 985-3997
Property Owner Signature William Gorka Prep

Representative Name Cory Held
Representative eMail Address Cory Held REITON@BellSouth.net
Representative Mailing Address 520 Southard ST.
Representative Mailing City Key West State FL Zip 33040
Representative Phone Number (305) 240-0355

I Chester Grabowski Trust, hereby authorize the above listed agent(s) to represent me in the matter of obtaining a Tree Permit from the City of Key West for my property at the tree address above listed. You may contact me at the telephone listed above is there is any questions or need access to my property. William Gorka Prep

Property Owner Signature Chester Grabowski Trust

The forgoing instrument was acknowledged before me on this 17th day December, 2018

By (Print name of Affiant) William A. Gorka who is personally known to me or has produced New Jersey Driver License as identification and who did take an oath.

NOTARY PUBLIC

Sign Name: Raggie S. Simmons, Notary Public Notary Public - State of New Jersey (seal)
Print Name: Raggie S. Simmons
My Commission Expires: 8/3/2020

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT, IN AND FOR
MONROE COUNTY, FLORIDA

PROBATE DIVISION

IN RE: ESTATE OF

Case No.: 18-CP-201-K

CHESTER GRABOWSKI,

Deceased.

FILED FOR RECORD
2018 SEP 24 AM 11:35
CLERK CIR. CT.
MONROE COUNTY, FL

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Chester Grabowski, a resident of Monroe County, died on April 8, 2018, owning assets in the State of Florida, and

WHEREAS, William Gorka, has been appointed personal representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare William Gorka, to be duly qualified under the laws of the State of Florida to act as personal representative of the estate of Chester Grabowski, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

ORDERED this 20 day of September, 2018.

T. J. Koenig
TIMOTHY J. KOENIG, CIRCUIT JUDGE



STATE OF FLORIDA
COUNTY OF MONROE
This copy is a True Copy of the
Original on File in this Office. Witness
My hand and Official Seal
And that same is in full force and effect

This 22nd day of September

A.D., 20

KEVIN MADOK, CPA
Clerk Circuit Court

Kevin Madok
Deputy Clerk

Page 1 of 1

Karen DeMaria

From: Sean C <keystreeman@gmail.com>
Sent: Friday, December 21, 2018 5:34 PM
To: Karen DeMaria
Subject: Fwd: 533 Petronia pest control report
Attachments: 20181221123035.pdf; 20181221123053.pdf

----- Forwarded message -----

From: Eric Teves <ericteves70@gmail.com>
Date: Fri, Dec 21, 2018, 5:31 PM
Subject: Fwd: 533 Petronia pest control report
To: keystreeman@gmail.com <keystreeman@gmail.com>

Hi, please see attached and below regarding the pests in the trees and let me know if you need anything else.

Thanks,
Eric

----- Forwarded message -----

From: Gary Thomas <garyethomas@aol.com>
Date: Fri, Dec 21, 2018 at 11:39 AM
Subject: Re: 533 Petronia pest control report
To: <ericteves70@gmail.com>

Eric, I will send the termite report in two parts. Part one is the simple 3 pages with all info. The second is the total package with all kinds of sales info.

I hope this helps. The email is where the inspection stated that subterranean termites are located in the roots of the Sapodilla tree. He verbally told me subterranean were also in the Mango.

Gary

-----Original Message-----

From: Eric Teves <ericteves70@gmail.com>
To: Gary Thomas <garyethomas@aol.com>
Sent: Thu, Dec 20, 2018 5:54 pm
Subject: 533 Petronia pest control report

Hi Gary,

Would you mind forwarding me the report again so I can get it to The Tree Man? Sorry - I can't find it.

Thanks!

From: Jones, William <WJones2@terminix.com>
To: Gary Thomas <garyethomas@aol.com>
Subject: Re: 533 Petronia St termites
Date: Mon, Dec 3, 2018 10:40 am

The house on 533 Petronia Street, Key West, FL, 33040. Has subterranean termites in the roots of the sapodilla tree.

Get Outlook for iOS

From: Gary Thomas <garyethomas@aol.com>
Sent: Sunday, December 2, 2018 2:10 PM
To: Jones, William
Subject: 533 Petronia St termites

Hi Billy,

Please remember to send me an email regarding the subterranean termites you found in the sapodilla tree and other trees at 533 Petronia Street.

Thank you again for taking time to look at the property.
Gary

Sent from my iPhone



FLORIDA KEYS
625 US HIGHWAY 1 STE 101
KEY WEST, FL 33040-5603
3052920530

Contract #: 73880-120118194611-9744

Inspection Date: 12/01/2018

Inspector: JONES, WILLIAM M.

Homeowner Name: GARY THOMAS
Address: 533 PETRONIA STREET
City State Zip: KEY WEST, FL, 33040-7440
Home Phone: 3057667642
Work Phone:

Ultimate Protection Home Pest Inspection

Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

EXTERIOR INSPECTION

PROPERTY DETAILS

Linear Feet:	180	Built Pre 1985:	<input checked="" type="checkbox"/>	Primary Use:	Single Family Dwelling
# of Stories:	1	Roof Type:	Metal Roof	Foundation Type:	Concrete
Construction Type:	Inaccessible CrawlSpace	Siding:	Wood	Industry Type:	
Square Footage:	1500	Lot Size:	1	# of Gas Meters:	
Cubic Feet:		Eave Height:		Peak Height:	

PROPERTY HAS A:

Cistern:	<input type="checkbox"/>	French Drain:	<input type="checkbox"/>	Well:	<input type="checkbox"/>
Visible Pond, Lake, Stream, or Waterway:	<input type="checkbox"/>	Sprinkler System Present:	<input type="checkbox"/>		
Exterior Slab (False Porch) Over Basement Area:	<input type="checkbox"/>	Gas Meter Have 3' Clearance:	<input type="checkbox"/>		

CONDUCTIVE CONDITIONS

Indications of pests, rodents, termites, wildlife, or other wood-destroying pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input type="checkbox"/>
Damage Found?	<input type="checkbox"/>	Trees/shrubs on or against home?	<input checked="" type="checkbox"/>
Conditions on or around foundation conducive to termite attack?	<input checked="" type="checkbox"/>	Foundation slab/wall visible?	<input type="checkbox"/>
Conditions allowing water to collect around structure?	<input checked="" type="checkbox"/>	Openings large enough for pest/rodent/wildlife entry?	<input checked="" type="checkbox"/>
Gutters and downspouts clear of debris and standing water?	<input type="checkbox"/>	Siding Less Than 6" From Grade:	<input type="checkbox"/>
Styrofoam Insulation or "DRI-VIT" Below Grade?	<input type="checkbox"/>	Wood embedded in concrete?	<input type="checkbox"/>
Breeding Sites:	None		



FLORIDA KEYS
625 US HIGHWAY 1 STE 101
KEY WEST, FL 33040-5603
3052920530

Contract #: 73880-120118194611-9744

Inspection Date: 12/01/2018

Inspector: JONES, WILLIAM M.

INTERIOR INSPECTION

PROPERTY DETAILS

Sump Pump:	<input type="checkbox"/>	A/C - Heat Ducts in or Below Slab:	<input type="checkbox"/>
Plenum A/C - Heat System:	<input type="checkbox"/>	Radiant Heat:	<input type="checkbox"/>

CONDUCTIVE CONDITIONS

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input type="checkbox"/>
Damage Found?	<input type="checkbox"/>	Obvious Signs Of Leaks?	<input type="checkbox"/>
Musky Odors?	<input type="checkbox"/>	Bath Traps Installed Where Applicable?	<input type="checkbox"/>
Wall Separation/Cracks?	<input type="checkbox"/>	Sagging Or Bouncing Floors?	<input type="checkbox"/>

ATTIC

Number Of Attics: _____ Attic Access Location: None

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests? ☐

Adequate Ventilation?	Adequate Insulation R-Value?	Obvious Signs Of Leaks?
Attic Vents Screened?	Asbestos Present?	

CRAWL SPACE

Number Of Crawl Spaces: _____ Crawl Space Access Location: Outside

Height Of Crawl Space: _____ High Point Of Crawl Space: _____ Low Point Of Crawl Space: _____

Distance Between Joists: _____ Depth Of Joists: _____ # of electrical connections: _____

Indications of pests, rodents, termites, wildlife, fungi, or other wood-destroying pests? ☒

Wood debris, stored material or structure/ground contact?

Excessive Moisture?	Visible Plumbing Leaks?	Cracked foundation walls/supports?
Sagging Or Cracked Floor Joists?	Wood-Earth Contact?	Wood Debris In Crawl Space?
Inadequate Ventilation In Crawl Space?	Wood Embedded In Concrete?	Entire Crawl Space Accessible?

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

Subterranean termites in the trees throughout the property	Date:	12/01/2018
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TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

	Date:	
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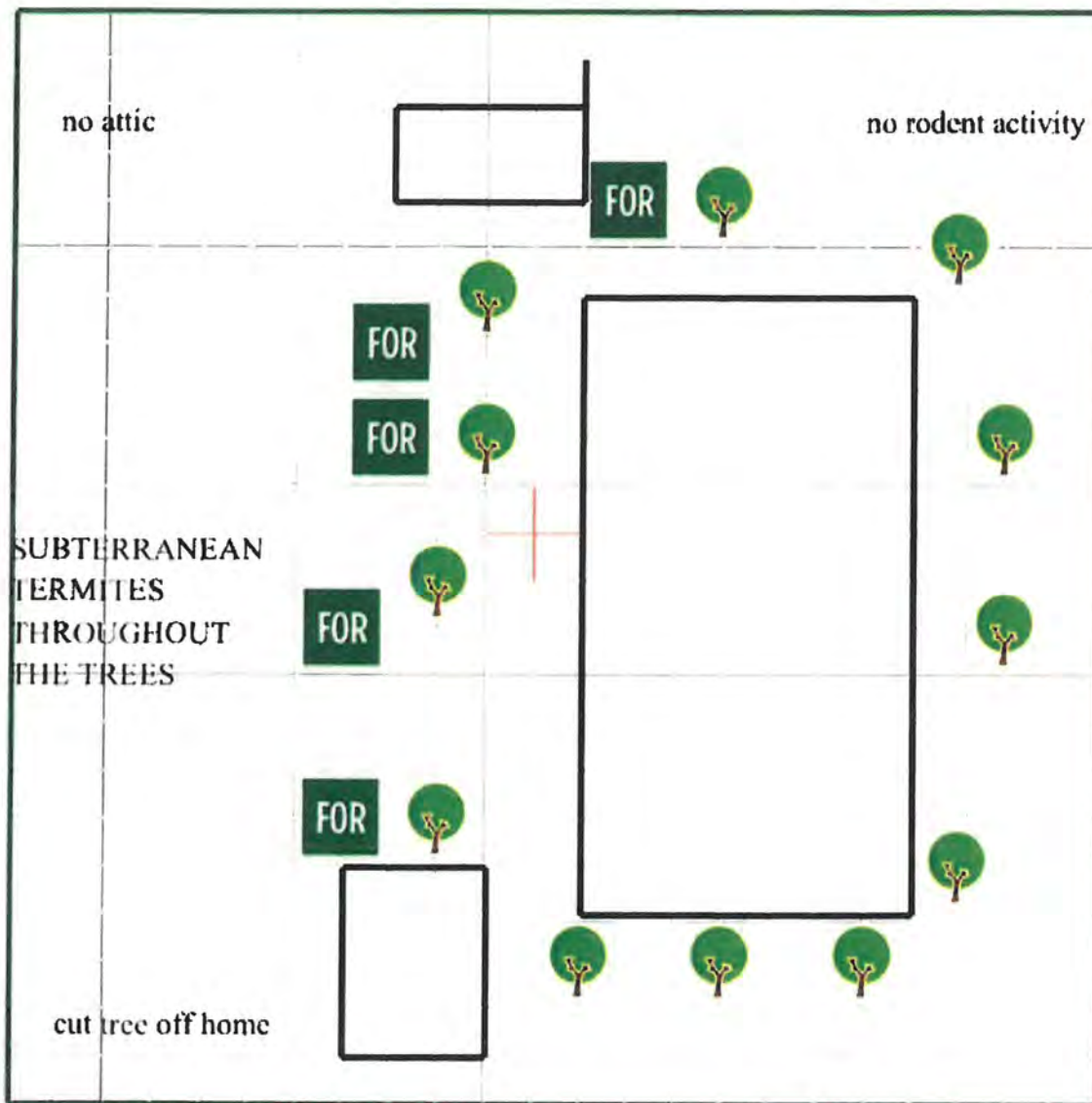


FLORIDA KEYS
625 US HIGHWAY 1 STE 101
KEY WEST, FL 33040-5603
3052920530

Contract #: 73880-120118194611-9744

Inspection Date: 12/01/2018

Inspector: JONES, WILLIAM M.



Scale 1:1

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph.



FLORIDA KEYS
625 US HIGHWAY 1 STE 101
KEY WEST, FL 33040-5603
3052920530

Contract #: 73880-120118194611-9744

Inspection Date: 12/01/2018










































Inspector: JONES, WILLIAM M.

FLOOR PLAN LEGEND

PROPERTY ELEMENTS

	Exterior Gas Grill		Water Shut-Off		Sprinkler Shut-Off		Gas Meter
	Air Conditioner		Cistern		Exterior Slab Over Basement Area		Inaccessible Area(s)
	Sump Pump		Visible Waterway				

KEY TO EVIDENCE

	Access Holes Allowing Pest Entry		Ant Activity		Bed Bug Activity		Bird Activity
	Carpenter Ants		Cellulose Debris		Dampwood Termites		Drywood Termites
	Earth Contact		Existing Damage		Excessive Moisture		Fungus
	Faulty Grade		Flies		Formosan Termites		Gnaw Marks/Debris (Rodent)
	Large Gaps		Mice		Mosquitoes		Missing Screens/Vent Covers
	Possible Hidden Damage		Powder Post Beetles		Powder Post Beetle Damage		Rigid Board / Foam Insulation At Or Below Grade
	Roaches		Rigid Board / Foam Insulation at or Below Grade		Rodents		Rodent Waste (Droppings)
	Rodent Droppings		Rodent Tunneling In Insulation		Rodent Tunneling Under Slab Or Concrete Pad		Rub Marks (Rodent)
	Siding Less Than 6" From Grade		Spiders		Styrofoam Insulation Or DRI-Vit Below Grade		Subterranean Termites
	Termite Damage		Active Termites		Wood Boring Beetles		Wood Debris In Crawlspace
	Wood Embedded In Concrete						