

## **Resolution No.2025-3398**

**A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.**

**Whereas**, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2024 and terminating on September 30, 2025 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

**Whereas**, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

**Whereas**, from time-to-time circumstances and events may require that the original City budget may need revision; and

**Whereas**, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

**Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:**

### **Section 1. Adoption of Budget Amendment.**

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2024 and terminating on September 30, 2025 is hereby revised and amended by Attachment "A". The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2024 and

terminating on September 30, 2025 shall remain in full force and effect.

**Section 2. Implementing administrative actions.**

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

**Section 3. Savings.**

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

**Section 4. Conflicts.**

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**Section 5. Severability.**

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

**Section 6. Effective Date.**

This Resolution shall become effective immediately upon enactment.

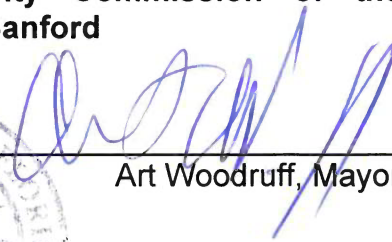
**Passed and adopted this 14th day of July, 2025.**

**Attest:**

**City Commission of the City of  
Sanford**



Traci Houchin, MMC, FCRM  
City Clerk



Art Woodruff, Mayor

For use and reliance of the Sanford  
City Commission only.  
Approved as to form and legality.





Lindsay Greene, City Attorney

# ATTACHMENT A REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2025  
Department: Public Works

Division: Facilities

Date: 6/3/2025

## BUDGET AMENDMENT

### CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER										
Fund	Revenue	Act Cd	Ele	Project #	Revenue Account Title	Budget	Balance	Change	Balance	
360	0000	381	60	00	Transfer from General Fund	\$ 8,121,670	\$ 4,081,440	\$ (15,071)	\$ 4,046,369	
									\$ -	
									\$ -	
									\$ -	
									\$ -	
									\$ -	
									\$ -	
									\$ -	

TOTAL CHANGES IN REVENUES \$ (15,071)

### CHANGES IN EXPENDITURES

EXPENDITURE ACCOUNT NUMBER										
Fund	Dpt/Div	Activity	Obj	Ele	Project #	Expenditure Account Title	Budget	Balance	Change	Balance
001	4046	539	48	00		repair and maintenance	\$ 156,133	\$ 7,600	\$ 15,071	\$ 22,671
001	7979	581	91	28		Transfer to Capital Proj Fund	8,121,670	4,081,440	(15,071)	4,046,369
360	4046	539	63	00	pweqp	improve other than bldg	\$ 327,920	\$ 253,335	\$ (15,071)	\$ 238,264
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -

TOTAL CHANGES IN EXPENDITURES \$ (15,071)

REASON FOR AMENDMENT: fumigation and fund general repairs

DIRECTOR APPROVAL: 

DATE: 6/23/25

FINANCE APPROVAL: 

DATE: 6/23/25

CITY MANAGER APPROVAL: Craig Radzak 

DATE: 6/23/25

(\$5,000 to \$49,999)

CITY COMMISSION AGENDA DATE: 7.14.25

APPROVED: Y

(\$50,000 or More)

FOR FINANCE USE

Entry Date: \_\_\_\_\_

Batch Number: \_\_\_\_\_

Document #: BA 09-116

CCM#: \_\_\_\_\_

RES#: \_\_\_\_\_

Signature: 

Email: craig.radzak@sanfordfl.gov



LAKE MARY  
310 GORDON ST  
SANFORD, FL 32771  
4073302492

Contract #: 128144-021825182345-6398  
Inspection Date: 02/18/2025  
Inspector: RAIMO, SPENCER

Homeowner Name: CITY OF SANFORD  
Address: 800 W FULTON ST  
City State: SANFORD, FL, 32771  
Zip:  
Home Phone: 3213779114  
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:	<u>400</u>	Built Pre 1985:	<input type="checkbox"/>	Primary Use:	<u>Commercial Structure</u>
# of Stories:	<u>1</u>	Roof Type:	<u>Metal Roof</u>	Foundation Type:	<u>Concrete</u>
Construction Type:	<u>Monolithic Slab</u>	Siding:	<u>Aluminum</u>	Industry Type:	<u>Warehouse</u>
Square Footage:	<u>                    </u>	Lot Size:	<u>                    </u>	# of Gas Meters:	<u>0</u>
Cubic Feet:	<u>157</u>	Eave Height:	<u>13</u>	Peak Height:	<u>16</u>
PROPERTY HAS A:					
Cistern:		French Drain:		Well:	
Visible Pond, Lake, Stream, or Waterway:			Sprinkler System Present:		
Exterior Slab (False Porch) Over Basement Area:			Gas Meter Have 3' Clearance: <input checked="" 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 checked="" type="checkbox"/>	Trees/shrubs on or against home?	<input type="checkbox"/>		
Conditions on or around foundation conducive to termite attack?	<input checked="" type="checkbox"/>	Foundation slab/wall visible?	<input checked="" type="checkbox"/>		
Conditions allowing water to collect around structure?	<input type="checkbox"/>	Openings large enough for pest/rodent/wildlife entry?	<input 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:					



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Inspector: RAIMO, SPENCER

## INTERIOR INSPECTION

### PROPERTY DETAILS

Sump Pump: ☐ A/C - Heat Ducts in or Below Slab: ☐  
Plenum A/C - Heat System: ☐ Radiant Heat: ☐

### CONDUCTIVE CONDITIONS

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests? ☒ Live Subterranean Termites Found? ☐  
Damage Found? ☒ Obvious Signs Of Leaks? ☐  
Musky Odors? ☐ Bath Traps Installed Where Applicable? ☐  
Wall Separation/Cracks? ☐ Sagging Or Bouncing Floors? ☐

### 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: None  
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

Drywood termite damage in office window frames Date: 02/18/2025

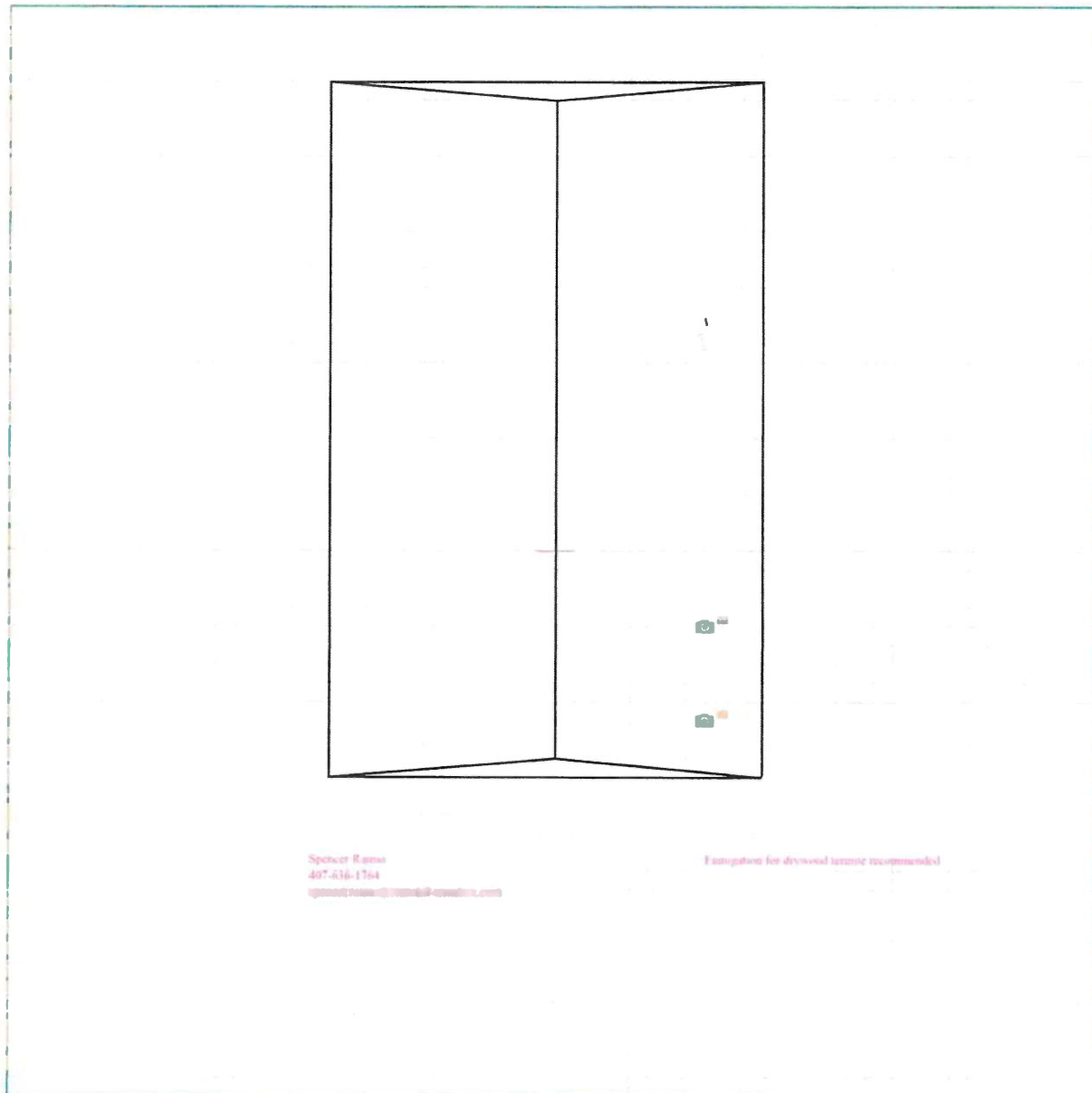
### TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

Date:



LAKE MARY  
310 GORDON ST  
SANFORD, FL 32771  
4073302492

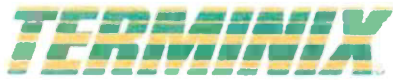
Contract #: 128144-021825182345-6398  
Inspection Date: 02/18/2025  
Inspector: RAIMO, SPENCER



#### Scale 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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Other



Other



# TERMINIX COMMERCIAL

## DRYWOOD TERMITE SERVICE PLAN

**THIS AGREEMENT PROVIDES FOR THE ARRANGEMENT OF TREATMENT OF A STRUCTURE FOR DRYWOOD TERMITES (KALOTERMES SPP., INCISITERMES SPP., CRYPTOTERMES SPP.) BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY SUCH DRYWOOD TERMITES.**

**PLEASE READ THIS ENTIRE DOCUMENT, INCLUDING THE "TERMS AND CONDITIONS," BEFORE SIGNING.**

Customer CITY OF SANFORD Main Phone 3213779114 ALT Phone \_\_\_\_\_  
Customer Mailing Address , ,  
Property Address 800 W FULTON ST, SANFORD, FL 32771  
Description of Structure(s) Covered Commercial Building Email jim.beard@sanfordfl.gov

### SERVICE / PAYMENT TERMS

INITIAL CHARGES* (Initial Inspection and Initial Term Fee)	\$	12286.99
ANNUAL RENEWAL CHARGE*	\$	1843.02
OWNERSHIP TRANSFER FEE*	\$	.00
BILLING FREQUENCY	Annual	

\*Excludes tax (if applicable)

**THE TREATMENT IS ONLY FOR THE CONTROL OF THE STRUCTURE(S) AS IDENTIFIED ON THE INSPECTION GRAPH(S) FROM DRYWOOD TERMITES (KALOTERMES SPP., INCISITERMES SPP., CRYPTOTERMES SPP.) (COLLECTIVELY "DRYWOOD TERMITES") INFESTATIONS. THE TREATMENT DOES NOT CONTROL FROM SUBTERRANEAN (IN-GROUND) TERMITES (RETICULITERMES SPP., HETEROTERMES SPP.), ASIAN TERMITES (CRYPTOTERMES GESTROI SPP.) AND FORMOSAN TERMITES (CRYPTOTERMES SPP.) INFESTATIONS OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, DAMPWOOD TERMITES, CARPENTER ANTS, POWDER POST BEETLES OR WOOD-DECAY FUNGI.**

**TERMINIX MAY ARRANGE FOR THE PERFORMANCE OF THE WORK TO ANOTHER LICENSED COMPANY. TERMINIX SHALL NOTIFY YOU, THE CUSTOMER, IF THE WORK SHALL BE PERFORMED BY AN ENTITY OTHER THAN TERMINIX IN THE EVENT THAT THE WORK IS TO BE PERFORMED BY A SEPARATE ENTITY, YOU, THE CUSTOMER, CONSENT AND AGREE TO THE WORK BEING PERFORMED BY SUCH ENTITY.**

CUSTOMER SIGNATURE \_\_\_\_\_

#### For All Residents:

- As required, Terminix has provided the Customer with a copy of any federal, state or locally required documents regarding the treatment for the above-named property.

#### For California Residents:

- Terminix has provided to Customer for review and execution the *Wood Destroying Pests and Organisms Inspection Report* as required by Cal. Bus. & Prof. Code §8516, which, along with the Inspection Graph referenced on Page 2 and any service records provided to Customer, is a part of this Agreement and is incorporated by reference herein.
- Customer will be or has been provided with the *Notice to Owner/Tenant* as required by Cal. Bus. & Prof. Code §8538.
- Customer will be or has been provided with the *Occupants Fumigation Notice and Pesticide Disclosure Statement* as required by Cal. Code of Regulations, Title 16, Article 4, §1970.4.
- Customer will be or has been provided with the following Notices: (a) *Preparation by Owner or Occupant Prior to Fumigation Notice* and (b) *Fumigation Services Notice*.

#### For Florida Residents:

- A treatment sticker will be placed on the electrical box by the service provider upon job completion.

**CUSTOMER 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 19 AND 20 OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. CUSTOMER AGREES THAT THE INSPECTION GRAPH AND THE WOOD DESTROYING ORGANISM APPLICATION RECORD PROVIDED TO CUSTOMER CONSTITUTES PART OF THIS AGREEMENT AND IS FULLY INCORPORATED BY REFERENCE.**

Customer's Company Name:	<u>CITY OF SANFORD</u>	Customer's Authorized Representative (signature) _____	Date: _____
Terminix Representative Name:	<u>RAIMO, SPENCER</u>	Terminix Representative (Signature): _____	Date: _____
Terminix Branch Phone:	<u>4073302492</u>	Terminix Branch Charter No.: _____	
Terminix Branch Address:	<u>310 GORDON ST, SANFORD, FL 32771</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).



### Summary of Charges

	Product	Renewals	Amount	Tax	Discount	Total Amount
Initial Term	Tent Defend System		\$12286.99	\$0.00	\$0.00	\$12286.99
Grand Total:						\$12286.99

Product	Merchandise	Quantity
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### 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: CITY OF SANFORD Purchaser (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

**AUTOPAY:** Purchaser authorizes Terminix and affiliates including SMAC 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.

### Terminix Authorization

Purchaser Name: CITY OF SANFORD Purchaser (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

### SMAC Authorization

Purchaser Name: CITY OF SANFORD Purchaser (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

American Fumigation Services, LLC d/b/a P.E.S.T.  
**FLORIDA CUSTOMER AGREEMENT FOR  
STRUCTURAL FUMIGATION  
-COMMERCIAL-**

**THIS AGREEMENT IS FOR P.E.S.T. OR A CONTRACTOR SELECTED BY P.E.S.T. TO PROVIDE FUMIGATION TREATMENT OF A STRUCTURE CURRENTLY UNDER CONTRACT WITH THE TERMINIX INTERNATIONAL COMPANY, L.P. (TERMINIX) TO CONTROL DRYWOOD TERMITES (KALOTERMES SPP., INCISETERMES SPP., CRYPTOTERMES SPP.) OR OTHER TARGET PESTS AS PER THE APPLICABLE PRODUCT LABEL. THE SERVICES BEING PERFORMED BY THE PEST ARE BEING PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF YOUR CONTRACT WITH TERMINIX.**

Customer CITY OF SANFORD Main Phone 3213779114 ALT Phone \_\_\_\_\_  
Customer Mailing Address ..  
Property Address 800 W FULTON ST, SANFORD, FL 32771  
Description of Structure(s) Covered \_\_\_\_\_ Email jim.beard@sanfordfl.gov

THE FUMIGATION SERVICES IDENTIFIED HEREIN MAY BE PERFORMED BY P.E.S.T., OR MAY BE PERFORMED BY ANOTHER CONTRACTOR SELECTED BY P.E.S.T.

PEST IS NOT RESPONSIBLE FOR WOOD DESTROYING ORGANISM DAMAGE OR DAMAGE RESULTING FROM FUMIGATION TREATMENT. CUSTOMER UNDERSTANDS THAT FUMIGATION OF THE STRUCTURE DOES NOT GUARANTEE THAT ALL TARGET PESTS WILL BE EXTERMINATED OR THAT ALL TARGET PESTS WILL NOT RETURN. CUSTOMER ACKNOWLEDGES THAT WOOD DESTROYING ORGANISM INFESTATION AND DAMAGE MAY BE PRESENT, OR MAY OCCUR IN THE FUTURE AND IN EXCHANGE FOR THE SERVICES PROVIDED BY P.E.S.T. WAIVES ANY CLAIM OR LIABILITY AS TO P.E.S.T. FOR THE SAME. CUSTOMER ACKNOWLEDGES THAT THE PROCESS OF FUMIGATION MAY RESULT IN DAMAGE TO THE STRUCTURE AND/OR ITS CONTENTS, INCLUDING LANDSCAPING NEAR THE STRUCTURE AND HEREBY ASSUMES ALL RISK THEREOF AND WAIVES ANY CLAIM FOR THE SAME AS TO P.E.S.T. CUSTOMER ACKNOWLEDGES THAT IT IS POSSIBLE THAT ILLEGAL ENTRY BY THIRD PARTIES MAY OCCUR DURING THE PROCESS OF FUMIGATION AND THAT CUSTOMER ASSUMES THE RISK THEREOF AND ASSUMES RESPONSIBILITY FOR THE REMOVAL OR SAFEGUARDING OF THE STRUCTURE AND VALUABLES THEREIN. CUSTOMER ACKNOWLEDGES THAT P.E.S.T. DOES NOT PROVIDE SECURITY AGAINST ILLEGAL ENTRY BY THIRD PARTIES AND WAIVES ANY CLAIM AGAINST P.E.S.T. AS A RESULT THEREOF.

CONSIDERATION FOR SERVICES PERFORMED BY P.E.S.T. AS DEFINED BY THIS AGREEMENT HAS BEEN SATISFIED BY TERMINIX AND CUSTOMER'S ACCEPTANCE OF SERVICES FROM P.E.S.T. THERE IS NO SEPARATE AMOUNT OWED BY CUSTOMER TO P.E.S.T. FOR THE SERVICES DEFINED BY THIS AGREEMENT. P.E.S.T. IS NOT RESPONSIBLE FOR COLLECTION OF ANY AMOUNT OWED TO TERMINIX BY CUSTOMER.

CUSTOMER WILL COOPERATE WITH P.E.S.T. WITH RESPECT TO THE EXECUTION OF ANY ADDITIONAL NOTICES AND ALL PREPARATION AND SAFETY DIRECTIVES REASONABLY NECESSARY FOR P.E.S.T. TO SAFELY PERFORM THE SERVICES OUTLINED IN THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

A TREATMENT STICKER WILL BE PLACED ON THE ELECTRICAL SERVICE PANEL UPON JOB COMPLETION.

**CUSTOMER 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 OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. 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 Rules, as applicable.**

Customer or Representative (signature) \_\_\_\_\_

Date \_\_\_\_\_

Customer or Representative (Name and/or title) CITY OF SANFORD

Authorized Agent (signature) \_\_\_\_\_

Authorized Agent (Name and Title) RAIMO, SPENCER Terminix Sales Professional

Company License No. Plantation - J8280427 Tampa - J8281998

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TELLTMX (1-800-835-5869).





# TRULY Termite Plan

## Service Address

Customer City of Sanford Public Works  
 Contact Person Jim Beard  
 Address 800 W Fulton St  
 City/State/Zip SANFORD FL 32771-1012  
 Primary Phone 321-377-9114 ☒ mobile ☐ landline  
 Secondary Phone Same ☒ mobile ☐ landline  
 Email jim.beard@sanfordfl.gov

## Billing Information

Customer City of Sanford Public Works  
 Contact Person Jim Beard  
 Address 800 W Fulton St  
 City/State/Zip SANFORD FL 32771-1012  
 Primary Phone 321-377-9114 ☒ mobile ☐ landline  
 Secondary Phone Same ☒ mobile ☐ landline  
 Email jim.beard@sanfordfl.gov

Infestation: TP Infestation Evidence/Damage Pest Type: Drywood Termites ☐ Other (specify) \_\_\_\_\_

## TRULY Termite Plan



### Fumigation

\$20116.00

\$156.67

☐ Annual Rate ☒ Monthly Rate



**CUSTOMER SELECTED WARRANTY** Retreat Only

**TP/TRUGUARD** - \*If, in the future, it is determined a fumigation is necessary for the control of drywood termites, TRULY NOLEN will provide this service, at a 40% reduction of the future market price.

**REPAIR & RE-TREATMENT GUARANTEE OPTION:** REPAIR & RETREATMENT GUARANTEE provides that if continued infestation by the wood destroying organisms initially treated occurs, TRULY NOLEN will retreat the structure or affected portion, while this agreement is in effect. Additionally, TRULY NOLEN will provide for the repair of NEW damage caused by new or continued infestation. SEE DETAILS ON PAGE 3, ITEM #2.

**RE-TREATMENT ONLY GUARANTEE OPTION:** RETREATMENT ONLY GUARANTEE provides that, in a future infestation by the wood destroying organisms initially treated, TRULY NOLEN will retreat the structure or affected portion, while this agreement is in effect. SEE DETAILS ON PAGE 3, ITEM #3. A request for re-treatment or inspection must be reported during the initial or renewed term of this AGREEMENT. This RE-TREATMENT ONLY GUARANTEE is limited to **RE-TREATMENT ONLY** and **DOES NOT COVER REPAIR** of existing or subsequent damage caused by wood destroying organisms to the property, the structure(s) or the contents thereof. By accepting the AGREEMENT and RE-TREATMENT ONLY GUARANTEE, the BUYER expressly waives any claim for damages to the property, the structure(s), or the contents thereof caused by or resulting from any infestation of wood destroying organisms, and releases TRULY NOLEN and its employees from any and all liability for any such claims or damages. TRULY NOLEN is not responsible for additional expenses incurred by the BUYER related to the service, i.e., hotel, dog kennel, meals, etc.

**FUMIGATION ONLY - RETREATMENT ONLY GUARANTEE:** RETREATMENT ONLY GUARANTEE may be renewed annually, up to four (4) renewal years, at which time will be converted to a Tru-Guard treatment guarantee. In case of re-fumigation, the crane or permit fees are the responsibility of the BUYER regardless of whether the fee was originally charged. After 5 years, consumer will receive 40% off market price of fumigation thereafter. All bed bug fumigation treatments carry the "No Guarantee Option." It is recommended that a residual material treatment be performed for continued control of bed bugs. If a fumigation was performed for bed bugs, the BUYER has the option of continuing the coverage for the control of drywood termites only under the conditions below. TRULY NOLEN is not responsible for additional expenses incurred by the BUYER related to the service, i.e., hotel, dog kennel, meals, etc.

**FUMIGATION ONLY - Cancellation Fee:** TRULY NOLEN may charge \$300 if the fumigation is canceled within 48 hours of the scheduled fumigation date and time.

**NO GUARANTEE OPTION:** NO GUARANTEE for the services provided. SEE DETAILS ON PAGE 3, ITEM #4. You agree to waive all claims or remedies against TRULY NOLEN for re-treatment or repair of damages to the property, the structure(s), or the contents thereof caused by or resulting from any infestation of wood destroying organisms. You expressly agree to limit your remedy to the purchase price for these services.

**GUARANTEE RENEWAL OPTION:** For the Treatment(s) specified by the BUYER, payment for the Initial Treatment(s) includes a one (1) year guarantee as specified on the next page. At BUYER's option and for BUYER's further protection, this Guarantee may be renewed annually.

The RENEWAL FEE will be \$ 1880.00 per year for non-baiting options.

**BAITING RATE:** \$0 per month. Guarantee will continue provided the monthly payments are kept current.

The first renewal payment will be due before the end of 04/22/2026 (month/year). Failure to timely pay the RENEWAL FEE will excuse TRULY NOLEN's performance under the contract and Guarantee. TRULY NOLEN may reinstate the Guarantee and allow renewal at its sole discretion, and after a satisfactory inspection of the premises. After two (2) renewal years, the RENEWAL FEE may be increased by TRULY NOLEN. TRULY NOLEN will inspect the property at a minimum of every two (2) years upon request of the owner of the property, while the Guarantee renewal option is in effect. For your annual inspection, please contact your local TRULY NOLEN office.

**BUYER'S RIGHT TO CANCEL:** If this is a home solicitation sale, and if you do not want the goods or services, you may cancel this AGREEMENT by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services, and must be delivered or postmarked before midnight of the third business day after you sign this AGREEMENT. If you cancel this AGREEMENT, the seller may not keep all or part of any cash down payment. Truly Nolen will



# TRULY Iermite Plan

Customer City of Sanford Public Works attn Jim Beard

Building Type: ☐ Single Family Home ☐ Multi-Family Residence ☐ Detached Building ☒ Commercial ☐ Other (specify) \_\_\_\_\_

Linear Ft. 414 Cubic Ft. 169,000 ☐ Mono ☐ Crawl ☒ Other (specify) Metal to concrete

The services offered by TRULY NOLEN under this agreement include the application of material registered with the Environmental Protection Agency in an effort to limit, deter, inhibit, restrain, hinder, impede or control those wood destroying organisms identified on the face of this agreement. Factors beyond TRULY NOLEN'S control can diminish the effectiveness of treatment. Complete elimination, control or prevention is not **always** possible. For these reasons, TRULY NOLEN offers you multiple options on guarantees.

Cost of Initial Treatment ..... \$ 20,116.00  
Liquid \$ 0 Fumigation \$ 20116 Baiting \$ 0  
Additional Guarantee Renewal Fees Prepaid:  
0 yrs @ \$ 0 = ..... \$ 0.00  
Other Charges ..... \$ 0  
Slate or TARF Fee ..... \$ 0  
Sales Tax (if applicable) ..... \$ 0  
1. TOTAL PRICE ..... \$ 20116.00  
2. Less Down Payment ..... \$ 0  
3. Balance of Total Price Due Upon Completion ..... \$ 20116.00  
Baiting Monthly Rate ..... \$ 0

Cash Receipt # \_\_\_\_\_ Check # \_\_\_\_\_  
Amount \$ \_\_\_\_\_ Credit Card: ☐ MC ☐ Visa  
Credit Card Last 4 Digits: \_\_\_\_\_ ☐ Discover ☐ AmEx

☐ ACH/EFT DEDUCTION Account # \_\_\_\_\_  
Name on Account \_\_\_\_\_  
Banking Name \_\_\_\_\_  
Routing # \_\_\_\_\_

### TO PAY MONTHLY - BAITING PROGRAM ONLY

Initial amount due \$ 21322.96 Monthly Deduction \$ 0.00

The monthly deduction (plus tax if applicable) will be on the 4th.

Monthly auto payment begins the second month of the agreement.

### Financing Options Available

TEXT MESSAGING: I agree to be contacted via text message at the mobile number I have provided. TRULY NOLEN will use this for updating you on the status of your account or service. If you wish to unsubscribe, please reply STOP to the message or contact your local branch to be removed from the texting program.

Treatment Notice Location

☒ Electrical Box ☐ Hot Water Heater ☐ Other (specify) \_\_\_\_\_



THERE IS NO GUARANTEE UNTIL INITIAL AND RENEWAL PAYMENTS ARE MADE ACCORDING TO TERMS.

Disclaimers, limitations, conditions and exclusions apply to Truly Nolen's obligation to retreat or repair the premises. See pages 3 and 4 for complete details.

Branch # Truly Nolen Branch 057 Inspection Date 04/16/2025 Initial Treatment Date \_\_\_\_\_

IT IS IMPORTANT THAT YOU READ THE ENTIRE AGREEMENT (4 PAGES) BEFORE SIGNING.

TRULY NOLEN OF AMERICA, INC - AZ License #4020 | CA License #PR285

620 Lake Minnie Drive, Sanford, FL 32773

407-241-1457

BY: Jim Beard ADDRESS \_\_\_\_\_  
REPRESENTATIVE LICENSE # E239455

BY: \_\_\_\_\_ OFFICE PHONE \_\_\_\_\_  
MANAGER

BUYER OR AUTHORIZED AGENT OF BUYER

04/22/2025  
DATE

**LIMITATION OF LIABILITY:** Except for repair damage specifically covered by the purchase of a REPAIR & RE-TREATMENT GUARANTEE, the liability of TRULY NOLEN for treatment, re-inspection, re-treatment, or claims arising out of or relating to the interpretation, performance or breach of this AGREEMENT, or any claim for damages under statute or common law injury caused by performance, and/or negligence or any other tort claim in the inducement or performance of the AGREEMENT, shall not exceed the cumulative aggregate sum of \$5,000.00 for the entire period covered by this AGREEMENT or, if there is no Guarantee, the purchase price of services. In no event shall either party be liable to the other for indirect, special or consequential damages including, but not limited to, diminished resale value of a home or its contents, loss of use of the home or its contents, punitive damages, attorneys' fees or loss of anticipated profits.



1. **WARNING - PESTICIDES AND TERMITICIDES CAN BE HARMFUL!** Truly Nolen and its sub-contractors apply EPA registered chemicals. TRULY NOLEN will, upon request, provide detailed Safety Data Sheets (SDS) on materials to be used. BUYER AGREES TO ADVISE ALL POTENTIAL OCCUPANTS OF THE STRUCTURE(S) TO CONSULT WITH THEIR PHYSICIAN IF THEY OR ANY MINOR CHILDREN MAY BE SENSITIVE TO CHEMICALS AND/OR CHEMICAL ODORS BEFORE ALLOWING PERFORMANCE OF EACH TREATMENT AND TO AVOID THE PREMISES AS THE PHYSICIAN ADVISES.
2. **REPAIR & RE-TREATMENT GUARANTEE OPTION.** If the term "REPAIR & RE-TREATMENT GUARANTEE" is offered by TRULY NOLEN and specified by the BUYER on this AGREEMENT'S front page, a REPAIR & RE-TREATMENT GUARANTEE applies to the AGREEMENT, subject to all limitations of liability and other provisions of this AGREEMENT, including payment of all initial and renewal fees. This REPAIR & RE-TREATMENT GUARANTEE provides that, in the event of a continued or subsequent infestation by any of the wood destroying organisms initially treated, as specified by the BUYER on the face of this AGREEMENT, TRULY NOLEN will re-treat the structure(s), or affected portions thereof, for one (1) year after the initial treatment, and during each additional year of the optional renewal period, in accordance with the terms of this AGREEMENT. A request for re-treatment or inspection must be reported during the initial or renewed term of this AGREEMENT. Additionally, during the period the AGREEMENT is in effect, TRULY NOLEN will provide for the repair of new structural damage to the structure(s) as may be caused by a new or continued infestation of wood destroying organisms initially treated, as specified by the BUYER, provided that the initial treatment and REPAIR & RE-TREATMENT GUARANTEE renewal fees are paid in accordance with the terms of the AGREEMENT. TRULY NOLEN's liability for any such damage shall not exceed the cumulative aggregate sum of \$1,000,000.00 for all covered structures for the entire period covered by the AGREEMENT, and is limited to those repairs undertaken with TRULY NOLEN's prior-written approval. This limited guarantee does not apply to exposed or unexposed damage that may have existed at the date of the initial treatment. The habits of the organisms and other conditions beyond TRULY NOLEN's control may create the need for multiple treatments over a period of time. Therefore, new damage will be defined as damage that occurs after the initial treatment date and is caused by a new infestation of a wood destroying organism initially treated, as selected by the BUYER and shall be substantiated by the presence in the damaged area of an active infestation of the specified wood destroying organism. AFTER FOUR (4) RENEWAL YEARS, THE REPAIR & RE-TREATMENT GUARANTEE REVERTS AUTOMATICALLY TO A RE-TREATMENT ONLY GUARANTEE, as described below in #3, unless the TOTAL TERMITE PROTECTION option has been purchased, which includes a reapplication of materials to the exterior perimeter after four (4) renewal years to reinforce any areas that may have become conducive to reinfestation, in the professional opinion of Truly Nolen. AFTER NINE (9) RENEWAL YEARS, THE REPAIR & RE-TREATMENT GUARANTEE REVERTS AUTOMATICALLY TO A RE-TREATMENT ONLY GUARANTEE, as described below in #3.
3. **RE-TREATMENT ONLY GUARANTEE OPTION.** If the term "RE-TREATMENT ONLY GUARANTEE" is specified on this AGREEMENT's front page, or if an Inspection Only service was purchased, a RE-TREATMENT ONLY GUARANTEE applies to the AGREEMENT, subject to all provisions of this AGREEMENT and payment of all initial and renewal fees. This RE-TREATMENT ONLY GUARANTEE provides that, in the event of a continued or subsequent infestation by any of the wood destroying organisms initially treated, as specified by the BUYER on the face of this AGREEMENT, TRULY NOLEN will re-treat the structure(s), or affected portions thereof, for one (1) year after the initial treatment, and during each additional year of the optional renewal period, in accordance with the terms of the AGREEMENT. A request for re-treatment or inspection must be reported during the initial or renewed term of this AGREEMENT. This RE-TREATMENT ONLY GUARANTEE is limited to RE-TREATMENT ONLY, and DOES NOT COVER REPAIR of existing or subsequent damage caused by wood destroying organisms to the property, the structure(s), or the contents thereof. By accepting the AGREEMENT and RE-TREATMENT ONLY GUARANTEE, the BUYER expressly waives any claim for damages to the property, the structure(s) or the contents thereof caused by or resulting from any infestation of wood destroying organisms, and releases TRULY NOLEN and its employees from any and all liability for any such claims or damages.
4. **NO GUARANTEE OPTION.** If marked on front page of this AGREEMENT, or if no choice is marked as to the type of Guarantee, this AGREEMENT provides no guarantee for the services provided. You agree to waive all claims or remedies against TRULY NOLEN for re-treatment or repair of damages to the property, the structure(s), or the contents thereof caused by or resulting from any infestation of wood destroying organisms, You expressly agree to limit your remedy to the purchase price for these services.
5. **INSPECTION AND EXISTING DAMAGE.** TRULY NOLEN is not responsible for the repairing or replacing of either visible damage or hidden damage existing as of the date of this AGREEMENT. All treatments, repairs and recommendations by TRULY NOLEN are based on non-destructive visual inspection. Because damage may exist in unexposed, inaccessible or hidden areas of the structure(s) not detectable by visual inspection, TRULY NOLEN is not responsible for repairing any damage which may subsequently be found without live infestation at the time of discovery. At times, TRULY NOLEN may recommend, or the BUYER may choose to undertake, destructive inspection measures at BUYER's cost. Under no circumstances will TRULY NOLEN be responsible for repairing or restoring damage caused by a destructive inspection process. TRULY NOLEN cannot and does not guarantee that any damage discovered during the initial or subsequent visual inspections of the structure(s) comprises all of the damage which may exist in the structure(s) at the time of inspection. On written request, TRULY NOLEN will inspect the premises as soon as practicable, up to thirty (30) calendar days from receipt of the written request, and if warranted, will treat the premises as soon as practicable.
6. **FUNCTIONAL DAMAGE.** The term "Functional Damage" means damage that affects the functional purpose of the damaged portion of the structure. This includes damage that may affect the structural integrity or cosmetic appeal of the damaged area and does not include etching or scarring of wood members. Under the REPAIR & RE-TREATMENT GUARANTEE, if accepted, TRULY NOLEN will provide for repairs or replacements, to be determined at its sole discretion, necessary to restore the functional purpose of any covered damaged area. Restorations will be to a like quality and condition, before the covered damage occurred. TRULY NOLEN will only be responsible for restoring those sections of wall coverings (including paint), wall tile, or floor tile, actually damaged or disrupted during the repair process. TRULY NOLEN will make an effort to match wall coverings, wall tile, or floor tile that may be damaged during a repair process, but will not guarantee or assume responsibility for an exact match. In no event will TRULY NOLEN be responsible for repairs or redecoration in areas not directly affected by or in the immediate vicinity of termite damage, or for indirect expenses or consequential damages relating to the existence of termites or termite damage, or for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure. BUYER is responsible for ensuring that a building permit is displayed during any construction or repair work and shall promptly advise TRULY NOLEN if a permit is not displayed.
7. **CONDITIONS CONDUCTIVE TO INFESTATION.** Certain conditions in treated areas or interior areas, including water leakage through the roof or exterior walls of the structure(s), may destroy the effectiveness of TRULY NOLEN's treatment and create conditions conducive to new or continued infestation. TRULY NOLEN is not responsible for the cost of re-treating of infestation or repairing of damage where primarily caused by conditions conducive to infestation, such as direct wood to earth contact, mulch or cellulose debris over treated soil, excessive moisture conditions, water leakage in treated areas, interior areas, or through the roof or exterior walls, foamboard below grade, stucco frame below grade, excessive stucco over-pour at or below grade, structural or mechanical problems, including plumbing and HVAC leaks and inadequate or improper ventilation. In addition, all conditions now or subsequently recognized by any federal, state or local authority as conducive to infestation are included. Not all conditions conducive to infestation may be visible during inspections. At any time, TRULY NOLEN may request the BUYER, at BUYER's own cost, to correct conditions conducive to infestation that are known to exist, or discovered at a later date, that could adversely affect treatment. TRULY NOLEN may use a limitation, exclusion, or condition in this contract that is a primary cause of the termite infestation or damage to deny treatment of a termite infestation or repair of termite damage, unless the subject of the limitation, exclusion, or condition is a primary cause of the termite infestation or damage and, if TRULY NOLEN discovers the condition, provides written notice to BUYER of the condition within sixty (60) days of TRULY NOLEN'S discovery, and further provides BUYER an opportunity to correct that condition within sixty (60) days. Additionally, BUYER is responsible to timely notify TRULY NOLEN of the existence of any known conducive condition. Upon completion of corrections by the BUYER, TRULY NOLEN may provide additional treatment as needed. If additional treatment is necessary because of water leakage, TRULY NOLEN may provide additional treatment to the affected area at an additional expense to BUYER. BUYER's failure to notify TRULY NOLEN

soil addition to the base of the foundation), TRULY NOLEN may terminate this AGREEMENT unless TRULY NOLEN receives prior written notification of the alteration from BUYER, re-inspects the structure(s), contracts for additional treatment as needed and/or adjusts the Guarantee renewal fee.

9. **ACCESS.** TRULY NOLEN's liability under either the REPAIR & RE-TREATMENT GUARANTEE or RE-TREATMENT ONLY GUARANTEE shall terminate if access to the premises, structure(s) or any part of the structure is refused to TRULY NOLEN for the purpose of inspections including to observe any invasive inspections of hidden building components and/or the performance of this AGREEMENT. This includes access to and the BUYER's permission to treat, if needed, through floor and/or wall coverings that cannot be readily removed (tile, linoleum, wallpaper, etc.). If TRULY NOLEN must have access to and treat through such coverings, BUYER acknowledges TRULY NOLEN's only responsibility will be to patch the treatment holes and TRULY NOLEN will not be responsible for the repair, or replacement of the affected covering.
10. **ACTS OF GOD AND OTHER EVENTS.** Certain events beyond TRULY NOLEN's control may affect TRULY NOLEN's ability to perform obligations provided for under this AGREEMENT. These events include, but are not limited to: heavy rain, strong winds, hurricanes, extreme temperatures, acts of governmental authorities, or any other Act of God or circumstances or causes beyond the control of TRULY NOLEN. TRULY NOLEN shall have no liability if, at its discretion, it becomes necessary to postpone, cancel, or terminate treatment as a result of such events.
11. **LIMITED ASSIGNABILITY.** After one (1) year from the original treatment date, a REPAIR & RE-TREATMENT GUARANTEE and RE-TREATMENT ONLY GUARANTEE shall be assignable to a new owner of the premises, provided that BUYER gives a copy of this AGREEMENT and any attached Graphs, Specifications and Checklists to the subsequent owner at time of property transfer, and the new owner pays a \$100.00 customer service fee to TRULY NOLEN. The new owner must accept all terms and conditions of the agreement currently used by TRULY NOLEN, and advise TRULY NOLEN in writing of their name and proper billing address within ten (10) days of the property transfer. If this is a REPAIR & RE-TREATMENT GUARANTEE, an inspection is required to continue coverage.
12. **SETTLEMENT OF DISPUTES.** BUYER and TRULY NOLEN mutually agree that any dispute or controversy arising out of or relating to: (1) this AGREEMENT, (2) any treatment or service rendered by TRULY NOLEN, (3) any damage or injury to person or to property, whether direct, incidental, or consequential, allegedly caused by TRULY NOLEN, (4) the enforcement of any claim under Guarantee, or (5) any claim regarding the sale shall be settled and resolved exclusively by arbitration. It is further agreed there shall be no class actions or joinder brought through the arbitration or any other proceedings. As a condition precedent to any action, the parties shall engage in a mediation where each party shall bear their own costs. The mediation shall be non-binding. It is further agreed there shall be a single neutral arbitrator, and the National Arbitration Forum ("NAF") shall conduct the arbitration under its rules. If the NAF is not available, the American Arbitration Association may conduct the arbitration under its own rules. Discovery shall be permitted as provided under the State Rules of Civil Procedure, except discovery shall not be permitted as to transactions with other customers. The arbitrators must apply all legal and equitable defenses. The arbitrator shall not have the authority to award indirect, special, or consequential damages including, but not limited to, diminished resale value of a house, building, or its contents, loss of use, lost anticipated profits, punitive damages, or attorney's fees, such damages being specifically waived. Any award of damages shall include a written decision that states reasons upon which the award is based, including all elements involved in the calculation of any award of damages. Either party may appeal the arbitrator's award to any court of competent jurisdiction. The court having jurisdiction over the appeal may adjudicate any issues as if the matter had been an appeal from a court of law or equity.
13. **NOTICE TO TRULY NOLEN.** Any disputes or claims under this AGREEMENT must be made promptly in writing to TRULY NOLEN OF AMERICA, INC., 432 S. Williams Blvd., Tucson, Arizona 85711, during this AGREEMENT term or any approved extension. The BUYER agrees not to file any action against TRULY NOLEN without allowing TRULY NOLEN to first enter and reinspect the building. The BUYER also agrees not to file any action unless the BUYER files it within one (1) year after sending a written claim.
14. **ENTIRE AGREEMENT.** This AGREEMENT, including any attached Graphs and Specifications, Checklists and standardized state inspection forms, constitutes the entire AGREEMENT between the parties, and may not be varied, altered or modified in any way except by written agreement between the parties and approved in writing by a TRULY NOLEN corporate officer. No verbal changes in the terms of the AGREEMENT or verbal approval of deviations from performance of this AGREEMENT shall be permitted. Any provision deemed unlawful shall be considered severed. The parties agree this is an arms-length transaction and neither intends to create a fiduciary relationship.
15. **SUCCESSORS IN INTEREST.** TRULY NOLEN and BUYER acknowledge and agree that this AGREEMENT, and all of its provisions, terms and conditions contained are binding and benefit their marital communities, successors in interest, heirs, assigns, representatives, agents, insurers, devisees and/or transferees to the full extent the law allows.
16. **NO THIRD PARTY BENEFICIARIES.** TRULY NOLEN and BUYER acknowledge and agree there are no intended Third Party Beneficiaries to this AGREEMENT.

NOTE: PLEASE REFER TO ALL FOUR PAGES ENCOMPASSING THIS AGREEMENT FOR COMPLETE DETAILS OF ANY GUARANTEE AND GENERAL TERMS AND CONDITIONS. ACKNOWLEDGEMENT: BY SIGNING THE FACE OF THIS AGREEMENT, THE BUYER ACKNOWLEDGES THAT THE BUYER HAS READ, UNDERSTANDS AND AGREES TO ABIDE BY THIS AGREEMENT AND ANY AND ALL ATTACHED CHECKLISTS, GRAPHS, SPECIFICATIONS OR OTHER DOCUMENTS. **BUYER ACKNOWLEDGES RECEIVING THE ATTACHED DIAGRAM OF THE STRUCTURE(S) TO BE TREATED.**





## TRULY NOLEN

☒ TERMITE ☐ PEST ☐ RODENT ☐ LAWN ☐ INSULATION

Name City of Sanford Public Works

Date 4/16/2025

Treating Address 800 W Fulton St

City SANFORD

State FL

Zip 32771-1012

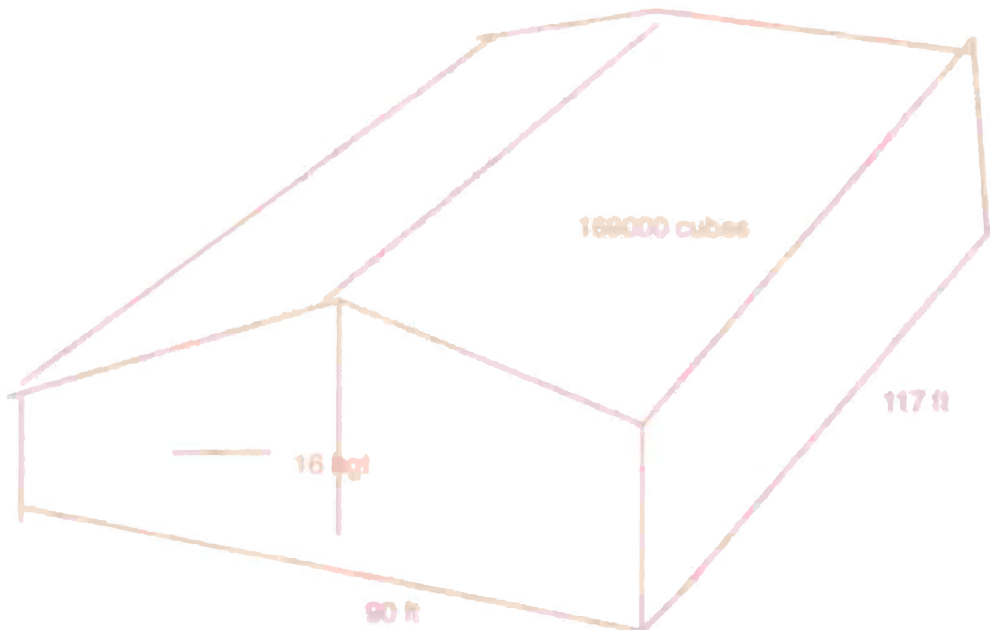
Phone 321-377-9114

Inspected By Deborah Keyes

Sq Ft 10530

Lin Ft \_\_\_\_\_

Structure: ☐ Residential Home ☐ Residential Apt/Condo ☐ Residential Mobile Home ☒ Commercial ☐ Other ☐ Furn Only: Cu Ft 169,000



☐ PEST INSECT SITE ACTIVITY \_\_\_\_\_ TYPE OF INSECT \_\_\_\_\_

☒ TERMITE/WDO ☐ ACTIVE ☒ EVIDENCE ☒ DAMAGE ☐ SUBTERRANEAN/FORMOSAN ☒ DRYWOODS ☐ OTHER \_\_\_\_\_

FOUNDATION TYPE ☐ FLOATING SLAB ☐ SUPPORTED SLAB ☐ MONOLITHIC SLAB ☐ CRAWL ☐ STEM ☐ POURED ☐ BLOCK ☐ POST TENSION

☐ RODENT/INSULATION ☐ E - EVIDENCE PRESUMPTIVE OF INFESTATION ☐ RD - RODENT DAMAGE ☐ EP - RODENT ENTRY POINTS

☐ LAWN/ORNAMENTAL ☐ INSECTS ☐ FUNGUS ☐ WEEDS ☐ DROUGHT ☐ OTHER \_\_\_\_\_

NOTES:

Please provide access to blocked areas by moving stored items. Since liquids may drift and drip, please remove any item that could be damaged by water. If termites or termite damage exists, then it is possible that hidden damage could exist somewhere in the structure. TRULY NOLEN is NOT responsible for hidden damage.



# Graphing Symbols Key

## Activities

- A = Active
- P = Previous
- E = Evidence
- D = Damage

## Treatment Symbols

- T = Trench
- WV = Wall Void Treatment
- I = Injection
- HD = Horizontal Drilling
- R = Rodded
- VD = Vertical Drilling
- EWS = Emergency Water Shutoff
- AD = Angle Drilling

## Organisms

- S = Subterranean Termites
- K or DWT = Drywood Termites
- Z = Dampwood Termites
- FD = Fungus Decay
- F = Formosan Termites
- B = Beetles
- A = Carpenter Ants
- O = Other Wood Pests

## Conditions Conducive

- CD = Cellulose Debris
- EC = Wood-to-Earth Contact
- FG = Faulty Grade
- FI = Further Inspection Recommended
- IA = Inaccessible Area
- EM = Excessive Moisture
- SL = Shower Leaks

## Rodent Treatment

- EX = Exclusion
- V = Vector Sites
- S = Sanitize
- V/R = Vacuum & Remove

## Attic

- AA = Location of Attic Access
- LS = Low Attic Height
- VS = Vent Stacks
- DS = Air Conditioning Ducts
- RL = Recess Lighting Location
- # - RL Needed \_\_\_\_\_
- ☐ Current Insulation Less Than 6"
- ☐ J-Trim
- ☐ Roof Type

## Termite

- ☐ Red - Trench
- ☐ Yellow - Down Drill
- ☐ Blue - Broad Cast Attic
- ☐ Green - Wall Void

## Pest

- ☐ Red - Ants
- ☐ Yellow - Spiders
- ☐ Blue - Moisture
- ☐ Green - Overgrowth

## Rodent

- ☐ Red - Entry Points
- ☐ Yellow - Droppings
- ☐ Blue - Trap
- ☐ Green - Sanitize

## Rodent

- ☐ Red - Entry Points
- ☐ Yellow - Droppings
- ☐ Blue - Trap
- ☐ Green - Sanitize

## Products (Labels can be provided)

- ☐ **Premise 75 WP** - Imidacloprid  
EPA #432-1332
- ☐ **Premise 2** - Imidacloprid  
EPA #432-1331
- ☐ **Termidor 80 WG** - Fipronil  
EPA #7969-209
- ☐ **Tim-bor** - Disodium Octaborate  
Tetrahydrate EPA #64405-8

## Locations

- Measurements must be on all exterior walls of each structure to be treated.
- Use customary abbreviations for North, South, etc. Always indicate North on the graph.
- Use symbols for shrubs, trees, planter boxes, water meters, A/C units, gas meters, & pool pumps



## TERMITE CONTROL PROGRAM CHECKLIST

Instructions and Disclaimers in Advance of Service

☐ TTP ☐ Subterranean ☐ Tru-Guard

- ☐ **Carpeting** It may be necessary to drill through the floor slab as part of the treatment program. If the service coordinator has indicated that this will be done, then please arrange to have the carpeting pulled up and back in the designated area(s). Please also make arrangements to have the carpeting relaid upon completion of the treatment. Truly Nolen is not liable for any related carpet and/or pad damage of any type.
- ☐ **Floor tile** It may be necessary to drill down through tiled areas as part of the treatment program. While the technicians will use tremendous care in performing this part of the service and make every effort to drill through grout lines rather than tile, Truly Nolen is not liable for any related floor tile damage of any type.
- ☐ **Wood Flooring** Due to treatment in areas of the floor, the moisture may cause damage to wood floors. Truly Nolen is not responsible for this incidental damage.
- ☐ **Pavers** It may be necessary to move pavers as part of the treatment program. While the technician will use care in moving and then returning pavers to their original location, Truly Nolen is not liable for reinstallation or any type of related paver damage.
- ☐ **Textured Epoxy Flooring** It may be necessary to drill through textured epoxy flooring as part of the treatment program. While the technicians will use tremendous care in performing this part of the service and attempt to repair the drill holes with the appropriate patch material, please note that they are not masons. Truly Nolen is not liable for any related damage of any type to textured epoxy flooring.
- ☐ **Drill holes** It will be necessary to drill through walls and concrete slabs as part of this treatment program. Our technicians will use tremendous care in performing this part of the service and place drill holes in inconspicuous spots whenever possible. While Truly Nolen will make a concerted effort to match the color of the surface as closely as possible based on the available cement patching compound color options, Truly Nolen is not liable for painting over patched drill holes.
- ☐ **Paneling and/or baseboards** It may be necessary to remove baseboards and/or paneling in order to better access specific treatment areas. While the technicians will use tremendous care when removing these items and then reinstall them to the best of their ability, please note that they are not carpenters. Truly Nolen is not liable for any related damage of any type to paneling or baseboards.
- ☐ **Utilities** Location of water shut-off valve:
- ☐ **Crawlspace access** It is necessary to access the crawlspace under the home as part of the treatment program.
- ☐ ● Please remove any items stored in the crawlspace that may inhibit the technician's ability to access and move through the crawlspace area prior to the technician's arrival.
- ☐ ● Should the technician need to create an access point into the crawlspace, he can do so at an additional charge or the homeowner can have the work done by a carpenter in advance of the service date. Truly Nolen is not liable for related damage that may result when creating crawlspace access.
- ☐ **Inspection/tub trap access** If tub trap access does not exist, then the technician will create an access point at an additional charge to the homeowner. He will then cover and secure the access point after treatment. Truly Nolen is not liable for related wall damage as part of creating tub trap access nor is Truly Nolen responsible for painting the tub trap cover.

# Tru-Guard Preparation Program Checklist

Instructions and Disclaimers in Advance of Service

- ☐ **Attic** | The attic must be free of all stored items to allow the technician to fully access the area.
- ☐ **Interior Walls** | Sometimes it is necessary to inject Tru-Guard into interior wall voids. Small holes needed to treat wall voids will be drilled out and then filled with a patching compound. Truly Nolen will make a concerted effort to match the color of the wall surface as closely as possible based on the available patching compound color options.
- ☐ **Painting** | Please note that paint touch-up is not included in the service.
- ☐ **Window Coverings** | If window frame void areas require treatment, then it may be necessary for the homeowner to remove curtains, drapes, blinds, etc.
- ☐ **Exposed Timber Ceilings** | Exposed wood beams must be treated with liquid Tru-Guard. All items beneath those beams, including floor surfaces, must be covered in order to protect them during the treatment process.
- ☐ **Eaves and Overhangs** | Occasionally, it is necessary to inject the eaves and overhangs of the home with Tru-Guard material. Plant life is adversely affected by Tru-Guard, so plants must be moved or covered during the process.
- ☐ **Other Items**

\_\_\_\_\_

\_\_\_\_\_

- ☐ **Furniture/Obstructions** | The homeowner may need to move furniture and other items three feet out from the affected wall surfaces prior to the technician's arrival so that he can readily access and treat. Specific locations noted are:

Tru-Guard is the latest in advanced termite control technology. Note that it takes two or more weeks for the treatment plan to be fully effective. Truly Nolen technicians will be neat and professional while servicing the home. With the homeowner's assistance with the above checked areas, the treatment process should go smoothly with minimal inconvenience. Thank you!

By my signature, I acknowledge receipt of this form and understand the stipulations herein stated.

Homeowner or Agent Signature



Truly Nolen Representative Signature

800 W Fulton St

Property Address

4/22/2025

Date

57034363

Contract #



**\* CUSTOMER MUST FILL OUT \***

TN Branch # Truly Nolen Branch 057

TN Account # 57034363

**PROPERTY USAGE STATEMENT**

The undersigned hereby certifies that the property related to the above account number which is to be serviced by Truly Nolen of America, Inc., is used for the following purpose as indicated in the space provided. Please indicate percentage of usage for residential and non-residential below:

\_\_\_\_\_ % Residential - Homes or places of abode for persons (such as detached or single family dwellings, apartments, duplexes, triplexes, condominiums, cooperatives, nursing homes, and common areas of those named or similar facilities) which do not regularly cater to the traveling public.

100.00 % Non-Residential - Public lodging establishments which are advertised or generally held out to the public as places regularly rented to transients, or any property that does not fall under the Residential classification.

Owner/Representative: City of Sanford Public Works attn Jim Beard

Address: 800 W Fulton St, SANFORD, FL 32771-1012

By: \_\_\_\_\_ Date: 04/22/2025  
(Signature)

**TAX EXEMPT STATEMENT**

This is to certify that all services purchased after \_\_\_\_\_ from Truly Nolen of America, Inc., are purchased for the following purposes as check below:

(Note: These are the only valid responses as per the State of Florida sales tax legislation.)

☐ Use by a religious, educational, scientific, or charitable institution, or other qualified nonprofit organization under the provisions of 12A-1.001, F.A.C.

☐ Use by a government unit under the provisions of Rule 12A-1.001, F.A.C.

☐ Use as fertilizers (including peat, topsoil, and manure, but not fill dirt), insecticides, fungicides, pesticides, and weed killers used for application on or in the cultivation of crops, groves, home vegetable gardens, and commercial nurseries.

☐ Use as insecticides and fungicides, including disinfectants used in dairy barns or on poultry farms for the purpose of protecting cows or poultry or used directly on animals.

Consumer's Certificate  
of Exemption No. \_\_\_\_\_

Effective  
Date: \_\_\_\_\_

Expiration  
Date: \_\_\_\_\_

Owner/Representative: City of Sanford Public Works attn Jim Beard

Address: 800 W Fulton St, SANFORD, FL 32771-1012

By: \_\_\_\_\_ Date: 04/22/2025  
(Signature)



Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services

CONSUMER NOTICE FORM

NICOLE "NIKKI" FRIED  
COMMISSIONER

Rule 5E-14.105, F.A.C.  
Telephone: (850) 617-7996; Fax: (850) 617-7968

Bureau of Inspection and Incident  
Response  
3125 Conner Blvd, Suite N,  
Tallahassee, FL 32399-1650  
[biircomplaints@freshfromflorida.com](mailto:biircomplaints@freshfromflorida.com)

A pest control company must give you a written contract prior to any treatment of each wood-destroying organism. It is very important that you read and understand the contract you are signing. The pest control company is only obligated to follow the terms of the contract you have signed, regardless of other statements by the company or salesperson. (Note: Contracts for treatment for new construction can be issued to the builder and provided to you at closing).

**BASIC REQUIREMENTS FOR CONTRACTS**

- The contract must state the common name of the wood-destroying organism to be controlled by the company (e.g. subterranean termite, powder post beetle). If the contract is for termite control, the contract must clearly state whether Formosan termites are covered or not.
- Some contracts do not include a treatment at the time the contract is issued, and that should be clearly stated. If a treatment is performed as part of the contract, the cost for the treatment must be stated. If the treatment is only for certain areas, the contract should clearly state that it is for "spot treatment" only.
- The contract must state if it is a retreatment only or a retreatment and repair contract. If it is a retreatment and repair contract, carefully read the sections of the contract that state when repairs will or will not be covered by the contract.

**REQUIREMENTS FOR STATING WHEN TREATMENT OR REPAIR WILL NOT BE COVERED BY THE CONTRACT**

- Repair contracts will not cover repairs from termite damage under every condition. The contract must state when retreatment or repair will be done, and conditions under which the company can refuse to retreat or repair.
- These conditions have to be stated and be under headings in the contract that are in bold print. Companies typically refuse repair or retreatment if the condition of the house is such that moisture or leaks result in termite infestation, or where siding makes it hard to see termite infestation

Examples of this are:

- Cracks in concrete slabs
- Wood or wall siding in contact with ground
- Plumbing leaks
- Leaks in the roof
- Water accumulating against side of house

The law does require that companies notify you if they see conditions which would void the repair promise and they have to give you a chance to correct the condition before voiding the contract or denying repair coverage.

- Contracts may have a condition that does not cover Formosan termite damage until a specific time period has passed. This means that if damage occurs during this period the company will not pay for repair.
- You have the right to compare contracts from other companies before signing a contract with a company. Choose the company that gives you the best contract options.
- If you have any questions about the terms of the contract, or concerns about the compliance history of the company with regard to pest control laws or regulations, contact the Department of Agriculture and Consumer Services at phone number: 850-617-7996 or email: [biircomplaints@freshfromflorida.com](mailto:biircomplaints@freshfromflorida.com).

I understand that I am entering into a contract with Truly Nolen of America, Inc. (fill in company name) to provide wood-destroying organism(s) treatment, and I have read and understood the terms of the contract.

Jim Beard representative

Print Name of Consumer

Date: 04/22/2025

Signature of Consumer

Deborah Keyes

Print Name of Pest Control Representative

*Deborah Keyes*

Signature of Pest Control Representative

FDACS-13692 Rev. 09/15

Title: Property Owner or authorized agent

Date: 04/22/2025

Company: Truly Nolen of America, Inc.



THIS AGREEMENT PROVIDES FOR RETREATMENT OF THE INFESTED AREA OF THE COVERED STRUCTURE(S) IN THE EVENT THAT DRYWOOD TERMITES REINFEST THE COVERED STRUCTURE(S), BUT THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY DRYWOOD TERMITES.



Orkin Pest Control  
COMMERCIAL

GRID #

**DRYWOOD TERMITE RETREATMENT FUMIGATION AGREEMENT**  
(Does Not Cover Subterranean or Formosan Termites)

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF THE ORKIN BRANCH MANAGER, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

Orkin shall fumigate and treat Customer's structure for Drywood termites using the treatment specified in the Treatment Report. Customer shall receive the following Service after the original treatment is performed.

**LIMITED 5-YEAR RENEWABLE DRYWOOD TERMITE RETREATMENT SERVICE ("Service") (CO):** Orkin will retreat the structure for any live reinfestation of Drywood termites at no cost to Customer during the Service period if an infestation of Drywood termites is found and all payments including annual renewal payments are current. The Service will expire one (1) year from the date of the original treatment, unless it is timely renewed by the Customer. The Service may be renewed from year to year for a period which shall not exceed five (5) years from the date of the original treatment. This Service does not cover any damage to the structure or contents. Customer agrees to maintain the treated structure free from any condition conducive to termite infestation including moisture, roof leaks, improper ventilation or faulty plumbing, spray foam insulation. Customer agrees to repair roof leaks and other structural leaks, to eliminate organic matter, and to caulk, paint and screen the structure as needed to prevent Drywood termite infestation. The existence of any of these conditions or the failure by the Customer to make the repairs or to take the actions set out above shall void the retreatment Service. In the event the structure is structurally modified or altered (to include installation of spray foam insulation), the retreatment Service is void. ORKIN IS PERFORMING A SERVICE AND EXPRESSLY DISCLAIMS ANY GUARANTEE OF ANY KIND, WHETHER EXPRESS OR IMPLIED FOR ANY INJURY OR DAMAGE RELATED TO THE SERVICE PERFORMED. CUSTOMER EXPRESSLY RELEASES ORKIN FROM ANY CLAIMS FOR TERMITE DAMAGE OR REPAIR. Orkin assumes no responsibility for roof damage or shrub damage that occurs during the fumigation procedure unless caused by the sole negligence of Orkin. Orkin is not responsible for vandalism, theft or breaking and entering and any resulting personal or property damage during the fumigation and aeration procedure.

**CUSTOMER'S OBLIGATIONS TO MAINTAIN RETREATMENT SERVICE:** Customer agrees to maintain caulking, painting and screening of the treated structure as needed to prevent Drywood termite infestation. Customer agrees to maintain the treated structure free from the conditions conducive and in accordance with the terms of the paragraph above. Customer is required to identify and correct, at Customer's expense, all conducive conditions identified at the structure occurring after the execution of this Agreement. This responsibility rests exclusively with Customer, not with Orkin. Failure to honor the requirements to maintain the structure or to allow Orkin access for inspections or treatments, as appropriate, will void the Service.

Customer expressly waives and releases Orkin from any liability for any claim or damages to the structure or contents, including treatment or retreatment, caused by an infestation of Wood Destroying Fungi, Subterranean Termites, Formosan Termites, Boring Beetles, or any other Wood Destroying Insects. Customer also waives and releases Orkin from liability for any claim or injuries, damages, or losses of whatever nature or type related to mold or fungal growth.

**RENEWAL:** Customer shall pay an annual renewal fee of \$ 1,500.00. The annual renewal will not increase for three (3) years after initial treatment. Thereafter, Orkin shall have the right to increase the annual renewal fee each year by an amount not to exceed ten percent (10%).

**REINSPECTION:** Orkin shall reinspect the treated structure as deemed necessary by Orkin or requested by Customer. Annual inspection will be made by Orkin if required by applicable State law or regulations.

**LIMITATION OF LIABILITY:** Customer acknowledges that Orkin is performing a service and waives any claims for personal or property damages related to the service Orkin performs, except for any damage to the structure caused by Orkin in the performance of its services. Customer agrees that Orkin shall not be responsible for any damage to the premises while treating the structure, including any damage to shrubs, trees or plants. When performing the treatment, it may be necessary for Customer to remove floor coverings, floors, excavate crawl spaces and provide access to walls, ceilings or floors. Customer shall be responsible for the cost of dismantling and reconstructing any item that is required to provide adequate access for treatment. Customer expressly waives any claim in any lawsuit, arbitration or legal proceeding against Orkin for breach of Agreement, negligence, other tort, or violation of any statute, rule or regulation, for loss of use, diminution of value, business interruption, economic, compensatory, or incidental or consequential damages of any kind, or any exemplary, treble, liquidated or any type of punitive damages. Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the termite service to be performed.

City Of Sanford

Customer

800 W Fulton St

Street Address (Treated Premises)

Sanford

Florida

32771

City

State

Zip Code

(321) 377-9114

(321) 377-9114

Home Phone

Work Phone

County Name Seminole

Is this within the City Limits? ☐ Yes ☐ No

Jim Beard

Billing Name (if different)

800 W Fulton St

Billing Address (if different)

Sanford

Florida

32771

City

State

Zip Code

Type of structure to be treated Comm Bldg

James Kristopher Holycross 1638083

Inspector Name (PRINT)

Employee ID # or Certification #

(407) 635-7122

Branch Telephone Number

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BRANCH MANAGER

4/3/25

I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.

4/3/25

Date

1. Service Purchased:

a. Initial Treatment Cost \$ 20,200.00

b. Minus Adjustments (\$ )

c. Additional Renewal for Years \$

Subtotal (sum a - b + c) \$ 20,200.00

2. Other Items:

a. Sales Taxes \$

b. Other Fees \$

Subtotal (sum a + b) \$ 0

3. TOTAL: Price (sum 1 + 2) \$ 20,200.00

4. LESS: Down Payment (\$ )

5. Unpaid Balance (3 minus 4) \$ 20,200.00

METHOD OF PAYMENT: ☐ FINANCED - See Separate Finance Agreement

☐ CASH

☐ CHECK #

☒ PAYMENT OPTION FORM -

Unpaid Balance Must Be Financed or Due Upon Completion

704 State Route 436

Branch Street Address

Altamonte Springs

Florida

32714

City

State

Zip Code

4/3/25



**LIMITED ASSIGNABILITY:** This Agreement is assignable as a retreat only Agreement to the new owner of the property under the following conditions: (a) the new owner presents the Orkin branch office written notice requesting that the Agreement be assigned; (b) Orkin conducts an inspection of the property, the results of which are satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays a transfer fee.

**CHEMICAL INFORMATION WARNING:** Customer shall notify all persons on the premises that Orkin will be applying pesticides or termiticides in and around the premises, and that virtually all pesticides and termiticides have some odor which may be present for a short time after application. If Customer knows of any person on the premises who believes they have a sensitivity to pesticides or termiticides or who has a medical condition affected by pesticides or termiticides, then Customer shall so notify Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.

**ENTIRE AGREEMENT:** This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Corporate Officer of Orkin. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement.

**FORCE MAJEURE (Circumstances beyond Orkin's control):** Orkin's obligations under this Agreement shall be cancelled if Orkin cannot perform its responsibilities due to Acts of God, including, earthquakes, storms, fires, floods, or because of a material change in circumstances including but not limited to acts of war, inaccessibility of the property, strikes, unavailability of termiticide, baits or other supplies from ordinary sources.

**TERMINATION BY ORKIN:** Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.

**CUSTOMER IS ADVISED THAT THE WORK CALLED FOR UNDER THIS AGREEMENT MAY BE  
ASSIGNED TO AND PERFORMED BY A LICENSEE OTHER THAN ORKIN.**

**I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.**

\_\_\_\_\_  
BRANCH MANAGER'S INITIALS

**JB**  
\_\_\_\_\_  
CUSTOMER'S INITIALS

Owner's Name: City Of Sanford

Address of Fumigation: 800 W Fulton St Sanford Florida 32771

Inspector's Signature: \_\_\_\_\_

### ROOF RELEASE

I (We) City Of Sanford, Owner(s) of the property listed above expressly release Orkin Pest Control Company from any and all responsibility for any damage done to roof covering as a result of covering my (our) property for the purpose of fumigation for Drywood Termites. It has been explained to me (us) that it will be necessary for workmen to walk on the roof in order to prepare the building for injection of fumigants. Orkin will exercise all possible care and caution while on the roof, but damage to roof covering material, awnings, and patio covering is possible. By my (our) signature below, I (we) release Orkin from any and all responsibility for damage to the roof.

Type of Roof: ☐ Composition ☐ Rolled Composition ☐ Tile ☐ Shake ☐ Shingle ☐ Cal Pac  
☐ Simulated Tile ☐ Metal Covering ☐ Rock & Tar  
☒ Other METAL

Owner(s) / Agent Signature \_\_\_\_\_

4/3/25  
Date

Owner's Name: City Of Sanford

Address of Fumigation: 800 W Fulton St Sanford Florida 32771

Inspector's Signature: \_\_\_\_\_

### ROOF RELEASE

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☐ Simulated Tile ☐ Metal Covering ☐ Rock & Tar  
☒ Other METAL

Owner(s) / Agent Signature \_\_\_\_\_

4/3/25  
Date

**SULFURYL FLUORIDE FUMIGATION**  
**FOR EFFECTIVE FUMIGATION**  
**the following steps will be necessary *prior* to fumigating**

**INTERIOR PREPARATION**

- ☐ 1. Unlock and open all drawers and interior doors including garage, utility and storerooms, closets, cabinets, cupboards, chests, etc., to facilitate rapid circulation and aeration. Additionally, at least one window per room of a tarped building must be open before fumigation, unless prohibited by state or local ordinances.
- ☐ 2. All people must leave and all living things be removed from your home, such as pets, birds, fish in aquariums and growing plants.
- ☐ 3. All items for human consumption such as foods, beverages, drugs and medicines, (including those items in refrigerators and freezers) which are not in air-tight containers such as sealed glass or metal containers must be either: (a) Removed from the structure prior to fumigation, or (b) Placed in double "Nylofume" bags, and twist sealed with masking tape. Food not properly prepared is subject to disposal by the certified fumigator.
- ☐ 4. Remove all mattresses and pillows with waterproof covers such as "can't wet" mattresses for infants and sickroom. If the waterproof covers are removable, it is only necessary to remove the covers, not the mattresses. All other mattresses can be fumigated.
- ☐ 5. Extinguish all sources of heat, including open flames and pilot lights (hot water heaters, ranges, wall heaters, etc.). Natural gas service to the premises must be turned off prior to date of fumigation. All glowing electric heaters and electrical heating elements such as those in pianos, organs, etc., must be shut off before fumigation. Occupant arranges for utility company to turn gas back on and assumes any charges incurred.
- ☐ 6. Turn off all air conditioning units and all automatic switch controls for appliances and lighting systems, which will be included in the space to be fumigated.
- ☐ 7. Electricity must be available and left on for operation of fans.
- ☐ 8. Open all openings into crawl spaces or attics.

**EXTERIOR PREPARATION**

- ☐ 1. Exterior doors will be locked, and secured with secondary locking mechanisms, which should only be removed by Orkin personnel; Orkin will not be liable for damage caused by customer's attempt to remove secondary locking mechanisms. Keys to structure must remain either in the possession of the certified fumigator, or be left on the premises.
- ☐ 2. Lower all awnings attached to structure.
- ☐ 3. Remove all vines and trellises attached to the structure. Check ornamentals and shrubbery to be sure workmen have room (minimum clearance is 18 inches) to drop tenting materials between them and the structure.
- ☐ 4. Customer, on the day of fumigation, must water the ground immediately surrounding the structure for a distance of 18 inches outward and thoroughly saturate the same 18-inch soil strip to a depth of 8 inches.
- ☐ 5. Orkin is not responsible for vandalism, theft or breaking and entering during the fumigation and aeration procedures. Customer should arrange for security while structure is left unattended.
- ☐ 6. A thorough inspection of the crawl space must be made if accessible.
- ☐ 7. Inspect all foundation vents to ensure they are closed to prevent entry of pets or stray animals.
- ☐ 8. Inform neighbors of impending fumigation and ask that they manage their pets in a responsible manner.

**COMPLETING FUMIGATION**

- Upon completion of the fumigation, we will aerate the building thoroughly and check it with gas-detecting equipment until the structure is safe for re-occupancy.
- Reentering: When the structure is safe for re-occupancy, there will be a notice posted on the front door. **DO NOT ENTER UNLESS SAID NOTICE IS POSTED ON THE DOOR.**
- It will not be necessary to wash dishes, pots, pans, silverware, etc., as the gas leaves no residue.
- Our servicemen take every precaution to protect your property. However, we cannot assume responsibility for broken roof tiles or shrub damages caused during the fumigation procedure unless this damage results from Orkin's sole negligence.

I acknowledge receipt of the Fumigation Preparation Notices.

Inspector's Signature \_\_\_\_\_  
Date 4/3/25

Customer's Signature \_\_\_\_\_  
Date 4/3/25



# Vikane®

## FACT SHEET FOR VIKANE® GAS FUMIGANT (SULFURYL FLUORIDE)

SPECIALTY GAS FUMIGANT

### VIKANE® GAS FUMIGANT

In the interest of Douglas Products' commitment to product stewardship, this fact sheet is intended to provide basic information about the product and how it is used. If you have specific questions about your fumigation, refer to documents provided by the fumigator or call the fumigator listed on the warning signs posted on your structure. If you have questions about Vikane gas fumigant (the fumigant used) or the procedures described, call the Douglas Products Customer Information Center at 844-8VIKANE (844-884-5263).

### WHY BUILDINGS ARE FUMIGATED

Insects that feed or tunnel into wood can seriously damage houses, apartments, and other dwellings or structures. Each year termites or other wood destroying insects damage more than 5 million homes. Other pests, such as bed bugs, may be dispersed throughout rooms and can be difficult to locate and control quickly and completely. Depending on the extent or location of the infestation, fumigation is the only total control method proven to eliminate certain infestations of wood destroying insects, bed bugs, and other structure-infesting pests.

### HOW BUILDINGS ARE FUMIGATED

Because Vikane is a gas, prior to fumigation, the structure is completely sealed. This serves to contain Vikane in the building so it can penetrate wood and building contents to thoroughly eliminate the pests. Depending on the construction of the building, the doors and windows may be sealed with tape and a plastic sheet, or the structure may be covered with a tarp. The building will remain sealed for 2-72 hours depending on the specifics of the job. Warning signs are posted around the building notifying people to keep out.

After the fumigation period is completed, a professional

fumigator will aerate the structure using fans for a prescribed aeration period. Once the dwelling has been thoroughly aerated, the fumigator is required to measure the level of any fumigant remaining in the living space to ensure it is below the EPA approved concentration for reentry by the occupants. Extremely low levels of fumigant can remain for a short period of time in dead air spaces between walls and inside cabinets as well as porous materials such as furniture. The small amount of fumigant in these areas will continue to dissipate for a few hours after the fumigation but at levels well below the established safe reentry concentration. Your building will not be cleared for reoccupancy until it is safe to enter. The fumigator will post a notice on your building indicating the day and time for reentry. Structures can be occupied only when the concentration is 1 part per million or less (this represents a margin of safety – laboratory animals have been exposed to 100 parts per million for 2 weeks with no adverse effects). Because Vikane is a true gas and not a vapor, aeration is rapid. Recent studies demonstrated that in most structures levels are less than 1 part per million after the prescribed aeration period and have no detectable levels of Vikane within 24 hours after the start of aeration.

Sulfuryl fluoride is a colorless, odorless gas, so a warning agent is added to the building that causes watery eyes and a scratchy throat. If you experience these symptoms in a structure that has been recently fumigated, you should leave immediately and call the pest control company to have your building retested.

### SULFURYL FLUORIDE (POTENTIAL HEALTH RISKS FROM OVEREXPOSURE)

Sulfuryl fluoride is a gas that can potentially enter your body only through inhalation. Because it is a gas, it does not stay on dry surfaces; therefore, there is no exposure from touching treated surfaces.

## NERVOUS SYSTEM AND RESPIRATORY IRRITATION

Overexposure to high levels of sulfuryl fluoride can result in nose and throat irritation and nausea. At high concentrations (such as those used during the fumigation) it can cause excess fluid in the lungs, sleepiness, pneumonia, and convulsions. These symptoms would be expected to appear within 8 hours after such an exposure. In the unlikely event you experience these symptoms in the building that has been recently fumigated, you should leave immediately. Consult your physician and call the pest control company to have your building retested.

## ADDITIONAL STUDIES

Sulfuryl fluoride has not been shown to cause birth defects in pregnant animals exposed under experimental conditions. In addition, current studies have demonstrated there are not mutagenic or genotoxic effects caused by exposure to sulfuryl fluoride.

## QUESTIONS

If you have specific questions about your fumigation, refer to documents provided by the fumigator or call the fumigator listed on the warning signs posted on your structure. Call the Douglas Products Customer Information Center at 844-8VIKANE (844-884-5263) if you need additional information or have questions concerning this product.

## SAFETY PRECAUTIONS AND HOMEOWNER PREPARATION

- Discuss the treatment program in advance with your pest control company so you fully understand what will be done and what you need to do.
- Carefully follow the instructions your are given about what items you are to remove from your building.
- Stay out of the treated building until it is cleared by your pest control company for reentry.
- If you are interested or concerned, you should ask your pest control company to show the records of how your building was aerated before it was cleared for reentry.
- You may wish to increase ventilation by opening doors and windows.

Inspector's Signature

4/3/25

Date

Customer's Signature

4/3/25

Date

[www.TermiteTenting.com](http://www.TermiteTenting.com)



\*Trademark of Douglas Products

Vikane is a federally Restricted Use Pesticide. Always read and follow label directions. These materials have been created for Vikane gas fumigant and no other structural fumigant. The information contained in these materials is based upon the product label and use instructions for Vikane and are not intended for use with other structural fumigants, which will have different product label requirements. These materials may not be copied or reproduced without permission of Douglas Products.  
1101-069-146 (10/15) DP FC-01KF







## Payment Options

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ MI \_\_\_\_\_  
or Business Name City Of Sanford  
Street Address 800 W Fulton St  
City Sanford State Florida Zip 32771  
Cell Phone (321) 377-9114 Home Phone (321) 377-9114  
E-mail Address jim.beard@sanfordfl.gov Service Rate \$20,200

### Circle Scheduled Service Months

☐ Jan ☐ Feb ☐ Mar ☒ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sept ☐ Oct ☐ Nov ☐ Dec ☐ Jan ☐ Feb  
☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sept ☐ Oct ☐ Nov ☐ Dec ☐ Jan ☐ Feb ☐ Continuous

Welcome to Orkin! Thank you for choosing us as your Pest Control Company. Please select the payment option that is most convenient for you:

#### EasyPay Easy Payment Program

You can pay for your service with a credit card or bank card by joining our EasyPay Easy Payment Program. Understand that you will pay in full for the initial service. Then your credit card or bank check card will be automatically charged monthly for \$ \_\_\_\_\_ beginning in \_\_\_\_\_ (month). Preferred Charge Date (on or after the 6th of the month): \_\_\_\_\_. I (we) understand that while a service may or may not be performed every month, the monthly charge is one twelfth of the annualized fee for that service.

**AutoPay Automatic Payment Program.** You can pay for your service with your credit card or bank check card by joining our Automatic Payment Program. Complete the authorization below and your credit card or bank check card (displaying the Visa, MasterCard or Discover logo) will be charged when your service is rendered.

**SAVE 4%! Pay a Year in Advance for Your Service.** The simplest way to pay for your service is to pay for the entire year in advance with a single payment. If you choose this option, Orkin will give you a 4% discount off the present rate.

**X One Time Charge.** You can pay your specialist for services rendered by using your credit card or bank check card. Simply complete the authorization below and your credit card or bank check card (displaying the Visa, MasterCard or Discover logo) will be charged.

**Pay Your Specialist.** Our specialists can take your payment in the form of a check or cash after your service has been completed to your satisfaction.

Initials signify the Customer's choice. The Customer may change options at any time by notifying the local Orkin Branch office.

#### AUTOMATIC PAYMENT AUTHORIZATION - For EasyPay OR AutoPay

I (we) authorize our credit card or bank check card company on file with Orkin to tender payment to ORKIN for services rendered, when it is charged, and to post the payment to our account. Orkin accepts Visa, MasterCard and Discover.

☒ Card on File

☒ New Card entered Into BOSS Mobile

Orkin is authorized to initiate debit entries against our credit card or bank check card account listed here for the regularly scheduled services as listed above. I (we) authorize the credit card or bank check card company to accept any debit entries initiated by Orkin to be debited from the account. I (we) have the right to cancel this automatic payment authorization by submitting to Orkin written notice 30 days in advance of the intended termination of this authorization. This authorization will remain in effect until Orkin has received that written notification of termination. It is the customer's responsibility to copy or notify the credit card or bank check card company that this authorization is being canceled. Cancellation of the automatic payment authorization does not cancel the pest control service agreement or the customer's responsibilities thereunder.

Date 4/3/25 Signature \_\_\_\_\_

#### For Office Use Only

Administered by \_\_\_\_\_ Date \_\_\_\_\_ ☐ one time ☐ recurring



Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services

## CONSUMER NOTICE FORM

WILTON SIMPSON  
COMMISSIONER

Rule 5E-14.105, F.A.C.

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### BASIC REQUIREMENTS FOR CONTRACTS

- The contract must state the common name of the wood-destroying organism to be controlled by the company (e.g. subterranean termite, powder post beetle). If the contract is for termite control, the contract must clearly state whether Formosan termites are covered or not.
- Some contracts do not include a treatment at the time the contract is issued, and that should be clearly stated. If a treatment is performed as part of the contract, the cost for the treatment must be stated. If the treatment is only for certain areas, the contract should clearly state that it is for "spot treatment" only.
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Examples of this are:

- Cracks in concrete slabs
- Wood or wall siding in contact with ground
- Plumbing leaks
- Leaks in the roof
- Water accumulating against side of house

The law does require that companies notify you if they see conditions which would void the repair promise and they have to give you a chance to correct the condition before voiding the contract or denying repair coverage.

- Contracts may have a condition that does not cover Formosan termite damage until a specific time period has passed. This means that if damage occurs during this period the company will not pay for repair.
- You have the right to compare contracts from other companies before signing a contract with a company. Choose the company that gives you the best contract options.
- If you have any questions about the terms of the contract, or concerns about the compliance history of the company with regard to pest control laws or regulations, contact the Department of Agriculture and Consumer Services at phone number: 850-617-7996 or email: [biircomplaints@fdacs.gov](mailto:biircomplaints@fdacs.gov).

I understand that I am entering into a contract with **ORKIN** (fill in company name) to provide wood-destroying organism(s) treatment, and I have read and understood the terms of the contract.

**City Of Sanford**

Print Name of Consumer

Date: **4/3/25**

Signature of Consumer

Title: **Property Owner or authorized agent**

**JAMES HOLYCROSS**

Print Name of Pest Control Representative

Date: **4/3/25**

Signature of Pest Control Representative

Company: **ORKIN**





WILTON SIMPSON  
COMMISSIONER

## Division of Agricultural Environmental Services

### Formulario de Aviso al Consumidor

Rule 5E-14.105, F.A.C.

Una compania de control de plagas debe proveerle con un contrato escrito antes de comenzar cualquier tratamiento para organismos destructores de madera. Es muy importante que usted lea y entienda el contrato que esta por firmar. La compania de control de plagas solo esta obligada a seguir los terminus del contrato que usted haya firmado, **independientemente** de cualquier otra explicacion o afirmacion hecha por el vendedor de la compania. (Nota: El Contrato para el tratamiento de nuevas construcciones pueden ser expedido al contratista y le sera entregado al cierre de la negociacion).

#### REQUERIMIENTOS BASICOS PARA CONTRATOS

- El contrato debe establecer el nombre comun del organismo destructor de madera a ser tratado por la compania (ej. Termitas subterraneas, escarabajo de la madera). Si el contrato es para el control de termitas, el mismo debe claramente establecer si la termite Formosan esta o no cubierta.
- Algunos contratos no incluyen un tratamiento al momento de expedir el mismo y eso debe estar claramente establecido. Si un tratamiento es realizado como parte de un contrato, el costo por ese tratamiento debe ser especificado. Si el tratamiento es solo para algunas areas, esto tambien debe estar estipulado dentro del contrato como "Tratamiento Localizado" solamente.
- El contrato debe establecer si solo cubre tratamientos o si cubre tratamientos y reparaciones. De ser un contrato para tratamientos y reparaciones, lea cuidadosamente las secciones del contrato que establecen que tipo de reparaciones seran o no cubiertas por el contrato.

#### REQUERIMIENTOS QUE ESTABLECEN CUANDO UN TRATAMIENTO O REPARACION NO SERA CUBIERTO POR EL CONTRATO.

- Los contratos de reparaciones no cubran los danos ocasionados bajo distintas circunstancias por termitas. El contrato debe establecer cuando el tratamiento o reparacion sera realizado y las condiciones bajo las cuales la compania pudiera rechazar tratar la plaga o reparar el dano.
- Esas condiciones deben ser establecidas y resaltadas como titulo en el contrato. Las companias tipicamente rehusan reparar danos o tratar plagas si la casa presenta condiciones de humedad o grietas que permiten la presencia de termitas a un nivel de infestacion, o cuando los revestimientos de paredes dificulte detectar la presencia de termitas.

Ejemplos de esto es:

- Grietas en losas de concreto
- Madera o revestimiento de paredes en contacto con el suelo.
- Fugas de plomeria.
- Goteras en el techo
- Acumulacion de agua contra un costado de la casa.

La ley no requiere que las companias le notifiquen si ellos observan alguna(s) condicion(es) que pudiera anular la clausula de reparacion y deben darle una oportunidad para corregir cualquier anomalidad antes de anular el contrato o negar la cobertura de reparacion.

- Los contratos pueden presentar una clausula donde los danos producidos por termitas Formosan no son cubiertos hasta un periodo de tiempo previamente establecido por el mismo. Esto significa que si el dano ocurre durante ese periodo de tiempo establecido la compania no pagara las reparaciones necesarias.
- Usted tiene el derecho de comparar contratos de otras companias antes de firmar un contrato con una de ellas. Elija la compania que le provea las mejores opciones.
- Si usted tiene alguna duda o pregunta acerca de los terminos del contrato o alguna duda o preocupacion acerca del record historico de trabajo de la compania con respecto a las leyes y regulaciones para el control de plagas, por favor contacte el Departamento de Agricultura y Servicios al Consumidor al numero telefonico: 850-617-7996 o escribanos al email: [biircomplaints@fdacs.gov](mailto:biircomplaints@fdacs.gov).

Entiendo que estoy aceptando el contrato establecido por **ORKIN** (coloque el nombre de la compania) para el tratamiento de organismo(s) destructor de madera, y he leído y entendido los terminos del mismo.

City Of Sanford

Imprima el Nombre de Consumidor

La firma de Consumidor

Imprima el Nombre de Representante de Control de Peste

La firma de Representante de Control de Peste

La fecha: **4/3/25**

El título: El Dueño de la propiedad o autorizó a agente

La fecha: **4/3/25**

La compañía: **ORKIN**

**AGREEMENT BETWEEN THE CITY OF SANFORD AND RENTOKIL NORTH  
AMERICA, INC.**

**THIS AGREEMENT** (hereinafter the "Agreement") is made and entered into this 14<sup>th</sup> day of July 2025, by and between the City of Sanford, Florida, a Florida municipality, (hereinafter referred to as the "City"), whose mailing address is 300 North Park Avenue, Sanford, Florida 32771, and Rentokil North America, Inc., (dba "Terminix") a Pennsylvania Corporation, whose principal and mailing address is 1125 Berkshire Blvd., Ste. 150, Wyomissing, PA, 19610 (hereinafter referred to as "Rentokil"). The City and Rentokil may be collectively referenced herein as the "parties".

**WITNESSETH:** IN CONSIDERATION of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Recitals.** The above statements are true and form a material part of this Agreement upon which the parties have relied.

**Section 2. Authority.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The persons executing this Agreement for each party certify that they are authorized to bind the party fully to the terms of this Agreement.

**Section 3. Scope of Agreement; Direction of the Provision of Goods and Services.**

(a). This Agreement is for the provision of goods and services set forth in the attachments hereto and Rentokil agrees to accomplish the provision of goods and services specified in the attachments for the compensation set forth in those documents relating to the provision of the goods and services relating to the fumigation of 800 W. Fulton Street, Sanford, Florida, 32771 and for such other related goods and services as may be agreed upon by the parties as set forth in issued work/purchase orders.

(b). It is recognized that Rentokil shall provide goods and services as directed by the City.

(c). The City's contact/project manager for all purposes under this Agreement shall be the following:

**Marisol Ordonez**  
**Purchasing Manager**  
**City of Sanford**  
**Purchasing Division**  
**City of Sanford**  
**Post Office Box 1788**  
**Sanford, Florida 32772-1788**  
**Phone: 407.688.5028**

**Section 4. Effective Date and Term of Agreement.** This Agreement shall take effect on the date that this Agreement is fully executed by the parties hereto. This Agreement shall be in effect for a term of 1 year with the opportunity for 4 additional 1-year renewal periods when in the best interest of the City in its sole discretion. However, the total length of this Agreement, including all renewals, shall not exceed 5 years. The decision to renew or extend this Agreement shall be at the discretion of the City. Rentokil

shall review the quality and status of the goods and services relating to the provision of the goods and services relating to the fumigation project delivered to the City with the City on an annual basis at which time(s) the City may terminate this Agreement in its sole and absolute discretion. In any event, this Agreement shall remain in effect until the goods and services to be provided by Rentokil to the City under each work order have been fully provided in accordance with the requirements of the City; provided, however, that, the indemnification provisions and insurance provisions of the standard contractual terms and conditions referenced herein shall not terminate and the protections afforded to the City shall continue in effect subsequent to such goods and services being provided by Rentokil. No goods, services or actions have been provided prior to the execution of this Agreement that would entitle Rentokil for any compensation therefor.

**Section 5. Compensation.** The parties agree to compensation as set forth in the attachments hereto as implemented by means of work/purchase orders issued by the City.

**Section 6. Standard Contractual Terms and Conditions.** All "Standard Contractual Terms and Conditions", as provided on the City's website, apply to this Agreement. Such Terms and Conditions may be found at the City's website, which can be reached at: [www.SanfordFL.gov](http://www.SanfordFL.gov). The parties shall also be bound by the purchasing policies and procedures of the City as well as the controlling provisions of Florida law. Work/purchase orders shall be used, in accordance therewith, in the implementation of this Agreement to the extent deemed necessary by the City in its sole and absolute discretion. Rentokil shall be deemed to have undertaken its obligation to be fully informed of, and understand, all such provisions. In addition the "Standard Contractual; Terms and

Conditions", the City agrees that Rentokil is not responsible for wood destroying organism damage or damage resulting from fumigation treatment. The City understands that fumigation of the structure does not guarantee that all target pests will be exterminated or that the exterminated pests will not return. The City acknowledges that wood destroying organism infestation and damage may be present, or may occur in the future and in exchange for the services provided by Rentokil, waives any claim or liability as to Rentokil for the same, but does not waive any claims related to Rentokil's violation of any of the "Standard Contractual Terms and Conditions."

The City acknowledges that the process of fumigation may result in damage to the structure and/or its contents, including landscaping near the structure and hereby assumes all risk thereof. Rentokil will take all reasonable steps to safe guard the property from illegal entry.

**Section 7. Rentokil's Mandatory Compliance with Chapter 119, Florida Statutes, and Public Records Requests.**

(a). In order to comply with Section 119.0701, Florida Statutes, public records laws, Rentokil must:

(1). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to provide goods or perform services.

(2). Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not

exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Rentokil upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(a) All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(b). If Rentokil does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.

(c). Failure by Rentokil to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. Rentokil shall promptly provide the City with a copy of any request to inspect or copy public records in possession of Rentokil and shall promptly provide the City with a copy of Rentokil's response to each such request.

**(d). IF RENTOKIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407)**

**688-5012, TRACI HOUCHIN, MMC, FCRM, CITY CLERK, CITY OF SANFORD,  
CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FLORIDA 32771,  
TRACI.HOUCIN@SANFORDFL.GOV.**

**Section 8. Time is of the Essence.** Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

**Section 9. Entire Agreement/Modification.** This Agreement, together with all "Standard Contractual Terms and Conditions", as provided on the City's website and the attachments hereto (the documents relative to the procurement activity of the City leading to the award of this Agreement) constitute the entire integrated agreement between the City and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral in connection therewith and all the terms and provisions contained herein constitute the full and complete agreement between the parties hereto to the date hereof. This Agreement may only be amended, supplemented or modified by a formal written amendment of equal dignity herewith. In the event that Rentokil issues a purchase order, memorandum, letter, or any other instrument addressing the goods or services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument shall have no effect on this Agreement unless agreed to by the City, specifically and in writing in a document of equal dignity herewith, and any and all terms, provisions, and conditions contained therein, whether printed or written or



referenced on a Web site or otherwise, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

**Section 10. Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

**Section 11. Waiver.** The failure of the City to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

**Section 12. Captions.** The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

**Section 13. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**Section 14. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the

parties. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Agreement and bind the respective parties herein.

**Section 15. Remedies.** The rights and remedies of the parties, provided for under this Agreement, are in addition to any other rights and remedies provided by law or otherwise necessary in the public interest.

**Section 16. Governing law, Venue and Interpretation.** This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida. This Agreement is the result of bona fide arms length negotiations between the City and Rentokil, and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party, than against any other party and all provisions shall be applied to fulfill the public interest.

**Section 17. Conditions of Grants or Funding; ARPA Contingency.** Rentokil shall afford most favored customer/nation pricing to the City and, to the extent necessary for the City to comply with controlling law or the conditions of grants or funding from other governmental agencies or entities, agree to contract terms and conditions required from or by said grants or funding sources. Rentokil agrees to perform consistent with those provisions of controlling law as if

mandatory contractual provisions of grantor agencies or entities were a part of this Agreement. This Section shall be deemed to include, but not be limited to, the provisions of the American Rescue Plan Act to the extent that the provisions of that Federal law may apply to the provision of goods and services under the provisions of this Agreement.

IN WITNESS WHEREOF, the City and Rentokil have executed this instrument for the purpose herein expressed and Rentokil represents and affirms that the signatories below have full and lawful authority to bind Rentokil in every respect.

**SIGNATURE BLOCKS FOLLOW:**

**Attest:**

**RENTOKIL NORTH AMERICA, INC.**, a Florida corporation.

By: *A. C. [Signature]* COIC  
Date: 7/9/2025

**Attest:**

**CITY OF SANFORD**, a Florida municipal corporation.

By: *Traci Houchin*  
Traci Houchin, MMC, FCRM

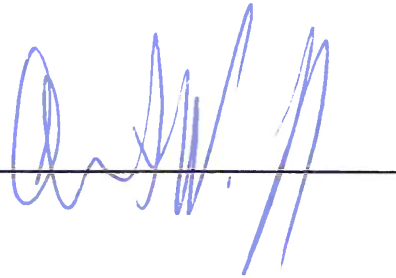
By: 7.14.25  
Art Woodruff



City Clerk

Mayor

Date:



Approved as to form and legal sufficiency.

By:



Lindsay N. Greene

City Attorney



CITY OF  
**SANFORD**  
FLORIDA



APPROVED

WS \_ RM \_ X

Item No. 9.F

**CITY COMMISSION MEMORANDUM 25 - 170**  
**JULY 14, 2025, AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**PREPARED BY:** Jim Beard, Facilities Superintendent  
**SUBMITTED BY:** Norton N. Bonaparte, Jr., ICMA-CM, City Manager  
**SUBJECT:** Procurement, Budget Amendment; Resolution No. 2025-3398; Termite Services; Terminix; \$14,130

**STRATEGIC PRIORITIES:**

- ☐ Unify Downtown & the Waterfront
- ☐ Promote the City's Distinct Culture
- ☐ Update Regulatory Framework
- ☐ Redevelop and Revitalize Disadvantaged Communities

**SYNOPSIS:**

Requesting to approve Resolution No. 2025-3398, amending the budget in the amount of \$15,071 and approving the procurement for Termite Services and general repairs.

**FISCAL/STAFFING STATEMENT:**

Funding for the procurement is available in the Facilities Capital Improvement account, \$14,301 will be used for the termite services and the remaining \$940.99 will fund the Repair Account for general repairs for the remainder of FY 2024/2025.

**BACKGROUND:**

The Facilities Maintenance Division received (3) three quotes to have their facility at 800 West Fulton fumigated for termites. Terminix was the lowest quote at \$14,130.01. Fumigation is needed to get rid of the termites on site and stop them from further spreading to the other buildings located at 800 West Fulton. Facilities is responsible for repairs to City properties and the funds being requested will assist in those repairs for the rest of FY 2024/2025.

**LEGAL REVIEW:**

The City Attorney has reviewed this agenda item and has no legal objection.

**RECOMMENDATION:**

City staff recommends that the City Commission approve Resolution No. 2025-3398, the budget amendment and procurement for the fumigation services provided by Terminix and funding of the Facilities repair and maintenance account.

**SUGGESTED MOTION:**

“I move to approve the budget amendment and procurement, as proposed.”

Attachment: (1) Budget amendment  
(2) Resolution No, 3398  
(3) Quote