



THIS AGREEMENT PROVIDES FOR RETREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS.

COMMERCIAL DRYWOOD TERMITE RETREAT AGREEMENT
(Does Not Cover Native Subterranean or Formosan Termites)
Comprehensive/Conventional Treatment (DC)

1. **ORKIN LIMITED RENEWABLE DRYWOOD TERMITE RETREAT SERVICE (“Service”)**
- A. Orkin shall treat Customer’s structure for Drywood termites using the treatment specified in the Treatment Report for:
- ☐prevention ☐presumptive evidence ☒control of Drywood Termites
- This treatment does not include fumigation. Orkin does not guarantee that termites will never return to the treated structure (“Treated Premises”). If termites do return as indicated by evidence of a live Drywood termite infestation, Orkin will retreat that area. This Service does not provide for the repair of any damage to the structure or its contents caused by Drywood termites.
- B. This service shall expire one (1) year from the date of initial treatment; however, it may be renewed annually by payment of the renewal fee as set forth in Paragraph 3. Following the first year of service, either party may terminate the Service at the end of a service year by giving written notice at or before the end of a service year.
- C. Customer is required to make the Treated Premises accessible to Orkin for any inspections and treatments as Orkin deems necessary. This may include removing floor coverings, wall coverings and fixtures, for which the responsibility and costs rest exclusively with the Customer. If the Customer fails to comply with these obligations, Orkin may, at its option, terminate the Agreement.
- D. The Customer agrees to be solely responsible for maintaining the Treated Premises free from any conditions conducive to termite infestation (“Conditions Conducive,” see paragraph 9 for explanation). If any Condition Conducive exist but is not visible at the time of the execution of this Agreement, then Orkin shall not be responsible for treating or retreating areas of the Premises where termite activity resulted from such Condition Conducive. The Customer agrees to be solely responsible for identifying and correcting Conditions Conducive. This responsibility rests exclusively with the Customer, not with Orkin. The existence of any Condition Conducive shall relieve Orkin of responsibility for treating or retreating areas of the Premises where termite activity resulted from the Condition Conducive. In addition, the existence of a Condition Conducive that was not timely corrected will permit Orkin, at its sole discretion, to terminate the Agreement or to require Customer to purchase any additional treatment required.
- E. Prior to making any structural modification or alteration (to include installation of spray foam insulation) or disturbing the soil in, adjacent to or under the Treated Premises, Customer must notify Orkin in writing and purchase any additional treatment required by the changes. The failure of Orkin to notice any such change does not release Customer from this obligation. If Customer fails to do so, Orkin will not be responsible for damages occurring after the modification, alteration or disturbance, and, at its option, Orkin may terminate the Agreement.
- F. Orkin is performing a service and expressly disclaims any guarantee of any kind, whether expressed or implied, for any injury or damage related to the service performed. Customer expressly releases Orkin from any claim for termite damage or repair.
2. **OTHER INFESTATIONS:** Customer waives and releases Orkin from any liability for any claim or damages to the structure or its contents caused by an infestation of Wood Destroying Fungi, Formosan Termites, Native Subterranean Termites, Wood-boring Beetles or any other Wood Destroying Insects.
3. **RENEWAL:** To maintain the Service, Customer shall timely pay an annual renewal fee. The annual renewal will be \$ 395. Thereafter, Orkin shall have the right to increase the annual renewal fee by an amount not to exceed the consumer price index or by an amount not to exceed ten percent (10%), whichever is greater. If Orkin does not increase the Annual Renewal Payment in any one or more years, at any subsequent increase Orkin may cumulatively include any amount it would have been permitted to increase at that prior year or period of years.
4. **REINSPECTION:** Orkin shall reinspect the treated structure as deemed necessary by Orkin or once a year, if requested by Customer. An annual inspection will be made by Orkin if required by applicable State law or regulations. Any reinspection is separate from and independent of Customer’s obligation to pay the annual renewal
5. **MEDIATION/ARBITRATION:** *Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer, or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association (“AAA”) and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable. Any other controversy or claim shall be determined under the AAA commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. The arbitrator’s powers to conduct any arbitration proceeding under this agreement shall be limited as follows: any arbitration proceeding under this agreement will not be consolidated or joined with any action or legal proceeding under any other agreement or involving any other premises, and will not proceed as a class action, private attorney general action or similar representative action. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties’ agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding. Judgment may be entered on the award in any court having jurisdiction thereof. Customer and Orkin acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the federal arbitration act. Before having recourse to arbitration, customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: <http://www.adr.org>.*
6. **LIMITATION OF LIABILITY:** Customer expressly waives any claim for economic, compensatory, or consequential damages relating to the existence of termites or termite damage, including without limitation claims for increased costs, loss of use, business interruption, diminution of value, or any “stigma” damage due to the presence of termites or termite damages. The Customer acknowledges that Orkin is performing a service and except for any damage to the structure caused by Orkin in the performance of its services, Customer waives any claim for damages, including property damage. Customer agrees that under no circumstances shall Orkin be held liable for any amount greater than the amount paid by the Customer to Orkin for the termite service to be provided. Nothing in this Agreement shall be construed as depriving the customer of remedies available under applicable state consumer protection laws.
7. **LIMITED ASSIGNABILITY:** This Agreement is assignable 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, at its discretion, an inspection of the property, the results of which must be satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays any outstanding renewal fees.
8. **CHEMICAL INFORMATION WARNING:** Customer shall notify all persons on the premises that Orkin will be applying pesticides in and around the premises, and that virtually all pesticides 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 who has a medical condition affected by pesticides, 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.
9. **CONDITIONS CONDUCIVE:** Conditions Conducive include, but are not limited to: roof leaks, improper ventilation, faulty plumbing, and water leaks or intrusions in or around the structure; inherent structural problems, including, but not limited to, wood to ground contact, masonry failures, spray foam insulation, and settlement of the foundation; other foam insulation, stucco construction, expanded polystyrene or styrofoam molded foundation systems, siding (including vinyl, wood and metal) in contact with the ground, mulch, or other protective ground covering; and firewood, trash, lumber, wood, mulch, shrubs, vines, and other protective ground covering in contact with structure.
10. **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. Provided, however, that as to paragraph 5, MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of paragraph 5 shall be deemed to be deleted from this Agreement.
11. **APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to its conflicts of laws principles.
12. **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, pandemics, 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.
13. **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.
14. **MONEY BACK GUARANTEE: ORKIN GUARANTEES THAT IF CUSTOMER IS NOT COMPLETELY SATISFIED WITH ORKIN’S TREATMENT, ORKIN WILL REFUND CUSTOMER’S INITIAL TREATMENT CHARGE AND ANY PREPAID RENEWAL FEES IF CUSTOMER CONTACTS ORKIN IN WRITING AT THE BRANCH ADDRESS BELOW WITHIN 30 DAYS AFTER CUSTOMER’S INITIAL TREATMENT, AND ORKIN FAILS TO RESOLVE CUSTOMER’S PROBLEM WITHIN 30 DAYS AFTER RECEIVING IT. A REFUND BY ORKIN OF CUSTOMER’S INITIAL TREATMENT CHARGE AND ANY PREPAID RENEWAL FEES WILL RESULT IN CANCELLATION OF THIS AGREEMENT.**

Customer
Initials

CANCELLATION: CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

City Of Ocala

Customer

531 NE 1st Ave

Street Address (Treated Premises)

Ocala

City

(352) 844-6477

Home Phone

County Name Marion

Billing Name (if different)

1805 NE 30th Ave

Billing Address (if different)

Ocala

City

FL

State

34470

Zip Code

Type of structure to be treated Brick Wood Frame Comm. Building

10/15/25

Date

1. Service Purchased:	
a. Initial Treatment Cost.....	\$ 2,499.00
b. Minus Adjustments..... (\$	0.00)
c. Additional Renewal for 0 Years.....	\$ 0.00
Subtotal (sum a - b + c).....	\$ 2,499.00
2. Other Items:	
a. Sales Taxes.....	\$ 0.00
b. Other Fees.....	\$ 0.00
Subtotal (sum a + b).....	\$ 0.00
3. TOTAL: Price (sum 1 + 2).....	\$ 2,499.00
4. LESS: Down Payment.....	(\$)
5. Remaining Balance (3 minus 4).....	\$ 2,499.00

METHOD OF PAYMENT: ☐ FINANCED - See Separate Finance Agreement

☐ CASH

☐ CHECK # _____

☐ PAYMENT OPTION FORM

Unpaid Balance Must Be Financed or Due Upon Completion

Daniel Marshall

Inspector Name (PRINT)

(352) 812-9182

Branch Telephone Number

Branch Manager's Signature

AG1306POD (rev 5.23) Florida

7000057

Employee ID # or Certification #

10/15/25

Date

811 NE 16th St, STE 101

Branch Street Address

Orkin

City

FL

State

34470

Zip Code

10/23/2025

Date

Ken Whitehead

Signature

OFFICE COPY

Customer Email: gcrews@ocalafl.gov

PUBLIC RECORDS. Orkin shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Orkin shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Orkin does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Orkin or keep and maintain public records required by the public agency to perform the service. If Orkin transfers all public records to the public agency upon completion of the contract, Orkin shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Orkin keeps and maintains public records upon completion of the contract, Orkin shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF ORKIN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ORKIN’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

RF

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Ryan Gerald 10/15/25
Branch Manager's Signature Date

Certificate Of Completion

Envelope Id: B3567CB1-89B4-41ED-9DE1-444F3039456B

Status: Completed

Subject: FOR SIGNATURE - Orkin Drywood Termite Treatment Agreement - Ocala Union Station (FAC/251029)

Source Envelope:

Document Pages: 2

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

10/22/2025 10:56:25 AM

Holder: Patricia Lewis

plewis@ocalafl.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signature

Signed by:

William E. Sexton, Esq.

4A55AB8A8ED04F3...

Timestamp

Sent: 10/22/2025 10:58:34 AM

Viewed: 10/23/2025 8:50:20 AM

Signed: 10/23/2025 8:50:28 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:

Ken Whitehead

5677F71E38874F4...

Sent: 10/23/2025 8:50:29 AM

Viewed: 10/23/2025 11:10:19 AM

Signed: 10/23/2025 11:12:08 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/22/2025 10:58:34 AM
Certified Delivered	Security Checked	10/23/2025 11:10:19 AM
Signing Complete	Security Checked	10/23/2025 11:12:08 AM
Completed	Security Checked	10/23/2025 11:12:08 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.