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## Recommended Disclaimers, Disclosures, and Indemnifications

Updated July 2005

*These disclaimers, disclosures, indemnifications and other documents have all been created in good faith as a benefit to the members of Pest Control Operators of California. No warrantee is implied or given. Please confer with your own legal representative.*

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## GENERAL DISCLAIMERS:

### Certificates of Insurance

Some pest control operators face challenges due to work done by subcontractors. When a subcontractor performs work for you, you are not only responsible for the quality of the work performed; you are ultimately legally responsible for any civil liability, which may arise out of their actions.

While the simple answer is to obtain certificates of insurance from your subcontractor, you should take additional steps to protect your company from this general liability.

1: Only accept certificates of insurance, which are provided to you by a licensed insurance Broker/Agent or from the insurance carriers themselves.

2: Insist that your firm is named as an additional insured on the policy itself.

3: Insist that your subcontractor sign a hold harmless agreement. There are many situations when simply having the certificate of insurance is not enough. In some situations you are still responsible for your defense costs, and perhaps even indemnity payout. Properly written hold harmless agreements will offer additional protection against these other areas of liability.

4: In addition to obtaining certificates of insurance from your subcontractor's General Liability Insurer' you need to also get a copy of their Certificate of insurance from their Workers Compensation Broker/Agent or carrier themselves.

Here is suggested language to use in your hold harmless agreement.

#### HOLD HARMLESS AGREEMENT

#### TO USE WITH YOUR SUBCONTRACTORS

(subcontractor's name) agrees to indemnify and hold harmless (insured's name) for any claims, demands, or expenses because of bodily injury, personal injury, emotional distress, wrongful death, property damage, loss of use of property, or other related expenses arising out of or in any way related to work performed by (subcontractor's name) for (insured's name), save and except those claims due to the sole negligence or willful misconduct of (insured's name).

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(Signed)

#### HEALTHY SCHOOLS ACT: Indemnification Agreement for Contracts with Schools

Many pest control firms are wary of possible liability exposure resulting from performing pest control services at schools. Foremost among the concerns have to do with the possibility of the school failing to comply with the Healthy Schools Act, and as a result being dragged into a third party lawsuit simply because we have been contracted to perform services on behalf of the school.

It has been suggested that a solution might be to implement a hold harmless agreement or indemnification agreement with the school. The challenge with agreements of this type however is that these agreements can create liability for the pest control firm, should the firm fail to do what they have agreed to do in the agreement. Simple solution is to do your job and ensure that you do what you state you will do in all written contracts.

PCOC approached Arthur B. Cook of Hill, Farrer & Burrill, LLP to have him draft 'sample' indemnification language to meet this demand from members. Mr. Cook advised that an indemnification agreement of this nature would most

typically, be incorporated into the agreement with the School District for pest control services. This might require some individual legal counsel for each pest management firm, to "cut and fit" the sample provision into the rest of the agreement. On the other hand, he acknowledged that the provision could stand alone, if it contained an appropriate preamble (such as provided below), plus signature lines at the end. Should you desire to contract with Mr. Cook for a customized version of this indemnification agreement, he can be contacted at (213) 620-0460.

**SAMPLE INDEMNIFICATION PREAMBLE:**

*"Whereas School District and PCO have entered into an agreement for pest control services for the period xx/xx/xx through yy/yy/yy, whereas the services to be provided to School District by PCO are subject to the Healthy Schools Act of 2000, and whereas PCO will be relying on School District to perform the acts required of it under the Healthy Schools Act of 2000 in relation to the services to be provided by PCO."*

*"Now therefore, in consideration of the services to be provided by PCO, the School District and PCO, agree as follows:"*

**SAMPLE INDEMNIFICATION PROVISION:**

*"The Healthy Schools Act of 2000 amended the Education Code and the Food & Agriculture Code of the State of California and imposed on [School District] certain obligations, including but not limited to: (1) annual notification to staff, parents and guardians of the identity of pesticides expected to be used during the year; (2) an opportunity to register for notification of each pesticide application and for registrants to receive such notification; and (3) 72 hour advance notice of applications of pesticides not included in the annual notification. In addition, the Healthy Schools Act of 2000 require [School District] to post areas where pesticides will be applied 24 hours before the application through 72 hours after the application except in the case of an emergency application where posting must be accomplished at the time of application and for 72 hours thereafter. [School District] hereby represents and warrants to [PCO] that it is familiar with the Healthy Schools Act of 2000 and that it will faithfully discharge each of its obligations thereunder, including without limitation, the obligations recited above. [School District] agrees to indemnify, defend and hold- harmless [PCO] its agents, employees, owners, partners, officers, directors and shareholders from and against any and all claims, expenses, damages, liabilities, judgments, penalties, costs, attorney's fees and/or consultant's fees arising in any way out of the failure or alleged failure of [School District] to perform any of its obligations under the Healthy Schools Act of 2000 and including but not limited to personal injury, including death, and property damage allegedly suffered by any person other than [PCO] or its agents, employees, owners, partners, officers, directors and shareholders. [School District's] obligations hereunder shall survive the expiration or termination of this Agreement, and no termination, cancellation, or release entered into between [School District] and [PCO] shall release [School District] from its obligations under this provision of this Agreement unless expressly so provided in writing."*

**SAMPLE LETTER TO OWNER/MANAGER OF A RESIDENTIAL DWELLING  
(SINGLE FAMILY OR MULTI FAMILY)**

**DISCLOSURE TO YOUR TENANTS**

**A letter designed to the Owner/Manger of any multi family dwelling but under new laws enacted in 2000 and effective January 1, 2001 (8538 B&P and 1940.8) apply to ANY RESIDENTIAL DWELLING UNIT.**

Dear Property Owner:

Attached you will find a copy of the pesticide disclosure notice that we are providing to you as required by law. California law (8538 Business & Professions Code and 1970.4 California Code of Regulations) requires that we provide you with this notice prior to our initial pest control service. Among other things the notice includes information about the products we are applying, and the frequency of service.

This letter is to advise you of your legal responsibility to pass this information on to your tenants. The legal responsibility to notify your employees or tenants is yours, and cannot be subcontracted to any other entity.

California law requires that we post a copy of this pesticide disclosure notice in public areas prior to our initial service, for the purpose of making this disclosure notice available to your current tenants. We will not post this disclosure notice again unless we change the pesticides proposed to be used. (If we ever treat the interior of a unit, we will leave a copy of this disclosure notice inside the unit for the tenant.)

It is specifically your responsibility pursuant to *Section 1940.8 to the Civil Code, relating to landlords*, to provide this pesticide disclosure notice to any tenants who subsequently move in. We suggest that you give a copy of this pesticide disclosure notice to all new tenants, or you may keep copies of this notice posted in conspicuous places such as laundry rooms, mailboxes and other common areas.

We ask that you sign a copy of this letter to acknowledge the receipt of this letter.

Sincerely,

John Doe Pest Control Services

Print Name of Property Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

Address of property: \_\_\_\_\_

*(This document was adopted as a PCOC Industry Standard on 2/22/95  
modified by PCOC Staff October 9, 2000 to reflect SB 2143 which created Section 1940.8 to the Civil Code,  
relating to landlords and modified 8538 to require that the frequency of service for periodic treatments be added.)*

**SAMPLE LETTER TO OWNER/MANAGER OF A COMMERCIAL PROPERTY**

**DISCLOSURE TO YOUR EMPLOYEES**

A letter to the Owner/Manger of any commercial or industrial property

Dear Business Owner:

Enclosed you will find a copy of the pesticide disclosure notice that we are providing to you as required by law. California law (8538 Business & Professions Code and 1970.4 California Code of Regulations) requires that we provide you with this notice prior to our initial pest control service.

This letter is to advise you of your legal responsibility to pass this information on to your employees. The legal responsibility to notify your employees is yours, and can not be subcontracted to any other entity.

California law requires that employers implement a Written Injury and Illness Prevention Program. (Senate Bill 250 in 1990 created section 3203 of the State Worker Health and Safety Codes requiring an ongoing safety program.) The pesticide disclosure notice we have provided to you should be given to your employees as part of your Injury and Illness Prevention Program.

California law requires that we provide you a copy of this pesticide disclosure notice. You have the option to post this notice in a conspicuous place. We strongly advise you to keep this pesticide disclosure notice posted.

We ask that you sign a copy of this letter to acknowledge the receipt of this letter.

Sincerely,

John Doe Pest Control Services

Print Name of Property Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

Address of property: \_\_\_\_\_

*(This document was adopted as a PCOC Industry Standard on 2/22/95)*

## **BRANCH 3 DISCLOSURES and DISCLAIMERS:**

### **Outside Scope of License**

The second highest frequency of losses after automobile losses, are Wood Destroying Organism errors and omissions claims. Fortunately the vast majority of these claims are relatively small. Unfortunately errors and omissions claims are extremely expensive to defend.

A significant number of these errors and omissions claims, are based on alleged negligence of the pest control operator for not reporting on problems such as pigeons living in the attic or obvious construction defects. Even though the Branch 3 licensee has no legal ability to identify pigeons in an attic, and should not be reporting construction defect problems, these cases are difficult and expensive to defend. It is inappropriate and in many cases illegal for Branch 3 licensees to identify these non Wood Destroying Organism problems. As an alternative to reporting these obvious problem in your inspection report we suggest that you make note of these problems on a separate document. A sample letter follows.

Dear (consumer's name):

During my inspection I noticed several items that you might wish to have looked into.

A) While in your (attic/subarea) I noticed what appeared to be (bees, wasps, bats, birds...). I am not licensed to identify general pests or to make recommendations for the control of general pests. Please contact (another company/our office) to make an appointment for the appropriate professional to take a look at this potential problem.

B) While in your (attic/subarea) I noticed what appeared to be (open electrical wires/other construction) problems. If you desire more information about this potential problem please contact the appropriate building professional.

I did not perform an inspection for construction defects or other problems not directly relating to the presence or absence of wood destroying organisms as defined by the Business and Professions Code. The information additional information provided to you in this letter is not intended to be a report of findings. There may be other additional potential problems that I did not note here, and the potential problems that I noted, may turn out not to be problems after all. Please contact the appropriate licensed professional for expert opinions on the areas I noted in this letter.

Sincerely,

Joe Inspector

A large number of Errors and Omissions claims in our industry develop out of the consumers misunderstandings about the scope of a wood destroying organism inspection. The following language was developed to help avoid some of these misunderstandings. This language was specifically developed by Peacock Group and their consulting lawyers to limit your liability.

## **WHAT IS A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT?**

READ THIS DOCUMENT, IT EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION AND WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT

A Wood Destroying Pest & Organism Inspection Report contains findings as to the presence or absence of evidence of wood destroying pests & organisms in visible and accessible areas and contains recommendations for correcting any infestations or infections found. The contents of Wood Destroying Pest & Organism Inspection Reports are governed by the Structural Pest Control Act and regulations.

Some structures do not comply with building code requirements or may have structural, plumbing, electrical, heating, air conditioning or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest & Organism Inspection Report does not contain information on such defects, if any, as they are not within the scope of the licenses of either the inspector or the company issuing a Wood Destroying Pest & Organism Report.

The Structural Pest Control Act requires inspection of only those areas, which are visible and accessible at the time of inspection. Some areas of the structure are not accessible to inspection, such as the interior of hollow walls, spaces between floors, areas concealed by carpeting, built-in appliances, or cabinet work. Infestations or infections may be active in these areas without visible and accessible evidence. Areas that were not inspected are noted in the report. If you desire information about areas that were not inspected, a further inspection may be performed at additional cost.

### **MOLD DISCLAIMERS:**

#### **MOLD DISCLAIMER (REPORT) REVISED**

There may be health related issues associated with the findings reflected in this report. We are not qualified to and do not render an opinion concerning any such health issues. The inspection reflected by this report was limited to the visible and accessible area only. Questions concerning health related issues, which may be associated with the findings or recommendations reflected in this report, the presence of mold, the release of mold spores or concerning indoor air quality should be directed to a Certified Industrial Hygienist.

#### **MOLD DISCLAIMER (WORK AUTHORIZATION) REVISED**

There may be health related issues associated with the structural repairs reflected in the inspection report referenced by this work authorization contract. These health issues include but are not limited to the possible release of mold spores during the course of repairs. We are not qualified to and do not render any opinion concerning such health issues or any special precautions. Any questions concerning health issues or any special precautions to be taken prior to or during the course of such repairs should be directed to a Certified Industrial Hygienist before any such repairs are undertaken.

By executing this work authorization contract, customer acknowledges that he or she has been advised of the forgoing and has had the opportunity to consult with a qualified professional.

Revised 8-22-02

## Reinspection Language

We frequently receive questions from Branch 3 licensees about inspecting other people's work. The main concern people have always revolves around the issue of being responsible for the work performed by others. Let us examine what the Structural Pest Control Act says about this matter and review the best way to keep you out of trouble. 8516(b)13 says *"If no estimate or bid was given with the original inspection report, or thereafter, then the registered company shall not be required to perform a reinspection. A reinspection shall be an inspection of those items previously listed on an original report to determine if the recommendations have been completed."*

First thing we learn is that we do not always have to re-inspect other people's work. While the code does not always require a company to re-inspect work done by others, there are cases where pest control companies may desire to re-inspect others work.

Regardless as to the circumstances surrounding why you are re-inspecting work done by others here are some guidelines for what you should and should not do and say.

DO use language in your report to the effect that your inspection is NOT for the purpose of evaluating the quality of the work performed. DO state that you are NOT providing any warrantee or guarantee of the work performed by others. If you are looking at finished work, often you have no way of knowing if the fungus was actually removed properly or if it was just covered up. In these cases DO explicitly state that fact, and recommend further (invasive) inspection if the consumer desires to know if in fact the fungus was removed. DO list work completed by others under the heading of Work Not Completed! – The notice of work completed and not completed only refers to work completed by your firm, therefore list the work performed by others under the heading of "Not Completed"! On any certification statement pursuant to 8519 also include your statements that you are not guaranteeing or warranting any work performed by others, and that it is entirely possible that the work performed by others may have hidden active infestation.

DO NOT: Make any statements to the effect that the work appears to be done in a workmanship manner, or issuing opinions about the quality of the work performed.

This article does not attempt to provide legal advice. We request that you use this article as guidance only and that you hire a lawyer to write appropriate language to address these issues for you. This said, some possible language that your lawyer may wish to use as a starting point are:

### **On your report in regards to areas you have re-inspected:**

"We did not perform any work on this item. We do not warrantee, guarantee or otherwise make any representations in regards to work performed by others. During this re-inspection we found no *visible* evidence of the original infestation noted on our original inspection. In many cases work performed by others covers up, or leaves infestations in hidden areas. We make no claims or representations regarding the presence or absence of these wood-destroying pests in these hidden areas. If you desire more information we recommend further inspection by opening up the walls or other areas repaired."

### **On the same document that you issue your certification statement:**

"There very well may be active infestations in this structure which are not visible or accessible. The homeowner performed work, or had work performed by other companies to address active infestations of wood destroying pests. When we re-inspected the property we found that these infestations were no longer visible. We do not warrantee, guarantee or otherwise make any representations in regards to work performed by others. In many cases work performed by others covers up, or leaves infestations in hidden areas. We make no claims or representations regarding the presence or absence of these wood-destroying pests in these hidden areas. If you desire more information we recommend further inspection by opening up the walls or other areas repaired."

This article does not purport to make any legal advice, nor are we in a position to make any legal advice. This article is designed to provide general information about how to avoid some nasty pitfalls, not to provide detailed, or specific recommendations. The sample language in this article will not be appropriate for many situations, and was not drawn up by a lawyer. Please consult with your lawyer to determine the appropriate legal language to meet your needs.



## **BRANCH 1 FUMIGATION DISCLAIMERS**

Nothing can replace good working practices, which reduce the likelihood of creating an incident that might result in a claim. There are some incidents, which we either have no control over, or that we know will occur. It is crucial that we identify these types of incidents, and disclose them to your consumers. You should also disclaim responsibility for these events. The PestPro Insurance Program (Marsh & PCOC) have worked with the PCOC fumigation committee and Peacock to develop sample disclaimer language. We strongly encourage you to either adopt the suggested language or consult with your own legal council to develop your own language.

### **WARNING FOR EXPECTED TILE ROOF DAMAGE**

(name of fumigation company) expects to cause damage to your tile roof while performing fumigation services. We will use care when working on your tile roof. We expect to break approximately (number of tile fumigation firm expects to break) tile. If you desire an estimate for the cost of replacing the expected broken tile please contact a tile contractor.

### **WARNING FOR POTENTIAL PROPERTY DAMAGE**

(name of fumigation company) may cause property damage while performing fumigation services. The parts of the (building/residence) which may be damaged include, but are not limited to, gutters, roof, tile roof, electrical wiring, windows, patio, and awning covers, solar panels, antennas, and chimneys.

### **WAIVER, RELEASE AND DISCHARGE OF CLAIMS AND LIABILITY FOR PROPERTY DAMAGE**

I hereby waive, release and discharge (name of fumigation company) from any and all responsibility or liability from any property damage, described in the previous paragraph, that (name of fumigation company) may cause during fumigation services, and, any consequential property damage which may develop as a result of the fumigation services.

### **WARNING FOR POTENTIAL PLANT DAMAGE**

(name of fumigation company) may cause damage to plants located within 18" of the exterior perimeter of the (building/residence). The owner, tenant, or occupant should soak the soil with water at least 12" from the foundation outward the evening before the fumigation. All plant growth should be cut back at least 18" from the (building/residence).

### **WAIVER, RELEASE AND DISCHARGE OF CLAIMS FOR PLANT DAMAGE**

I hereby waive, release and discharge (fumigation company) from any and all responsibility or liability for plant damage that (fumigation company) may cause during fumigation services, as well as any and all preexisting plant damage.

### **SECURITY OF PERSONAL PROPERTY OR CONTENTS**

We recommend that you remove personal property and contents, including, but not limited to, cash, jewelry, and other personal items, from the (building/residence) prior to fumigation services.

Customer understands that (name of fumigation company) will not be responsible for the theft or disappearance of any personal property or contents from the (building/residence) during the fumigation process.

### **WAIVER, RELEASE AND DISCHARGE OF CLAIMS FOR THEFT, DAMAGE OR DISAPPEARANCE OF PERSONAL PROPERTY OR CONTENTS**

I hereby waive, release and discharge (name of fumigation company) from any and all responsibility or liability for theft, damage or disappearance of personal property or contents from within the (building/residence) during fumigation services.

### **FUMIGATION HOLD HARMLESS/INDEMNITY**

Owner, or owners agent, and tenant, if there is a tenant, have been notified of the fumigation process pursuant to the Business and Professions Code Section 8538 and the California Code of Regulations, Section 1970 et. seg. Owner, or owner's agent agrees to defend, indemnify and hold harmless (name of fumigation company) from and against any and all liability, claims, judgments, attorney's fees, and costs, including, but not limited to, injuries or

death to persons, arising out of owner's, owner's agent, or tenants' failure to notify any person of the fumigation services, save and except claims or liability arising out of the sole negligence or willful misconduct of (name of fumigation company).

**- Preparing Your Pet Cat for Fumigation -**

Property Address: \_\_\_\_\_

Fume Dates: \_\_\_\_\_ to \_\_\_\_\_

I Do Not Have a Pet Cat* _____	
I Do Have a Pet Cat (s) _____	How Many? _____
On the date of my fumigation and throughout the fumigation process, my pet (s) will be:	
In my possession & away from the home _____	Boarded in a kennel _____

As you prepare your home for its upcoming fumigation, we wanted to remind you of a sometimes overlooked family member – your cat. Cats are unique pets as they have a propensity to come and go as they please. Unlike a dog, cats prefer to be left with little to no attention to them. Having this freedom causes a variety of reactions when your pet becomes stressed. You may have noticed that as their environment changes or as a stranger enters their environment your cat may act odd or run and hide in a familiar place and sometimes will find a new hiding place. The entire fumigation process, beginning when you start to prepare your home may cause your pet to hide more, sometimes making them impossible to find prior to the home being fumigated. Sometimes the homeowner is so distracted in completing their preparations that they forget to remove their pet. The unfortunate ending is the loss of a loved one\*\*. Our fumigation company hopes to prevent this from happening to your family and hope to remind you to remove your pet from the property during the entire fumigation process.

\*Even if you do not own a cat, you may have a neighbor whose pet roams the neighborhood. To help reduce the chances of their pet entering the structure during the fumigation process, we strongly recommend that you communicate your fumigation dates with your neighbors and close off any openings to spaces that would allow domestic animals access, such as exterior sub area vents, access openings or vents.

\*\*Our fumigation company utilizes chloropicrin (tear gas) as a warning agent and Vikane gas during every fumigation. The Vikane label states: "Remove from the structure to be fumigated all persons, domestic animals, pets (including fish) and desirable growing plants." Cats are capable of ignoring the extreme physical distress of chloropicrin exposure and will not leave their hiding place to alert a fumigator of their presence before the Vikane gas is introduced. Fumigators depend on you to help prevent a tragedy from occurring.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## BRANCH 2

### Removing Bee Hives from Wall Voids

It has been a common practice of our industry to kill the bees in a wall void, but not remove the hive itself. This practice leads to many problems such as physical damage to the structure caused by honey and wax melting, which results in stained walls. Leaving the hive in walls can also attract other pests such as rats, ants, wax moths and other pests, which are attracted to the brood, honey and comb. Re-infestation is also much higher if you fail to remove the hive. Swarms are will be attracted to the wall void will establish new hives in the same area re-using the old comb. Another problem, which occurs when there is a well-established hive, is that the hive you have 'killed' 're-generates' on its own. The reason this happens is that while adult bees are killed with the initial treatment, the hive is developed enough that it has lots of workers, virgin queens, and drones, still in the pupae stage and inside protected cells. While some of the new workers may die from the residual of the pesticide you used, most survive. New virgin queens mate with the drones from the same or other colonies, and within a few weeks, the original hive is thriving, despite the initial appearance of a kill.

Regulators from Texas, Arizona, and California and even from USDA have expressed their concern and frustration over this issue, as they deal with consumers who have been harmed by pest management professionals who did not remove bees from wall voids. Failure to remove the hive leaves the pest management company open for significant liability, and puts the consumer at risk for possible harm. In at least one lawsuit a University of California apiculturalist appropriately testified that the pest control company was negligent by not properly removing the hive from the wall void.

For the better part of a decade, the University of California, the Statewide Africanized Honeybee Task Force and PCOC have all been publicly informing the industry and the public about this issue of removing honeybee hives from wall voids. As a pest management professional you should be recommending to the consumer that the hive be removed from the wall void. Failure to do so is negligence. You need to formally recommend that the hive be removed from the wall void. Ideally you should be bidding on performing this service. If for some reason you chose not to bid on this work, or if the consumer declines your bid for service you need to educate them in writing as to why the hive needs to be removed from the wall void. Some pest control firms try to pass this information along verbally, but unless you have it in writing, inevitably a consumer will misunderstand or deny that you ever discussed this issue with them, and you will find yourself liable for the problems, which arise, due to the hive remaining in the wall void.

In 1994 when PCOC first began instructing the class "Africanized Honey Bee Certification for Structural and Agricultural Pest Control Operators" we explained that it is absolutely not appropriate to simply kill bees in a wall void and leave the hive in the wall void. As part of the Certification it is mandated that pest control operators either remove the hive or provide the consumer with written notification as to the problems associated with leaving the hive in the wall void. Unfortunately many companies have been ignoring the instruction in the class and have created a minor uproar among regulators in Southern California and within the Africanized Honey Bee Task Force.

I believe that perhaps I have not done an adequate job of stressing the importance of this issue and the importance of following these guidelines. Significant numbers of companies continue to ignore these guidelines laid out by PCOC, the Statewide Task Force and other entities. To help to further clarify this issue, several years ago we wrote up sample language which we suggest you provide to your customer in any case where you are doing bee control in a wall void, but will not be removing the hive from the wall void. What follows are the specific recommendation as to how you should approach the issue of removing honeybee hives from wall voids.

- 1: Recommend that all bee hives be removed from wall voids
- 2: Remove all evidence of their having been a hive in the wall void, and fill the wall void with a solid insulation material often referred to as "Foam-Core Panels". The wall void will be giving off pheromones, which will attract new swarms. If regular insulation materials are used then if another swarm can find some way into the wall void, they will be able to compress the regular insulation and establish themselves. You need to use a solid "Foam-Core Panel" or similar insulation materials to prevent this from happening.
- 3: If you provide any bee service on the property, and the hive is not removed from the wall void, provide the consumer with a written recommendation and disclosure, and retain a signed copy of this letter with your contract. When writing up your disclosure, we recommend that you use our sample disclosure letter or something very similar. (Copy is enclosed later in this article.)

We recognize that there are some scenarios where you might do bee control of a colony in a wall void and not remove the hive:

1: The consumer declines the service. To address this issue, you might need to start offering two bids to your consumer. The first bid for killing the bees and removing the hive, and a second lower bid for only killing the bees. You will need to have the consumer sign a disclosure to ensure they are making an educated decision and to protect yourself from future lawsuits from that consumer.

2: If your company does not desire to perform removal of hives from wall voids, you probably should not be doing bee control work. If you do desire to do bee control work, but don't desire to do removals, you should consider finding a general contractor you can train and subcontract the removal work to. If you still desire to do bee control work and not remove the hive, you need to have the consumer sign a disclosure explaining the limitations and problems associated with not removing the hive, to ensure they are making an educated decision and to protect yourself from future lawsuits from that consumer.

There are no laws requiring that you follow these guidelines or use the sample letter, but these guidelines outlined in this article are a requirement for companies and licensees who have completed the "Africanized Honey Bee Certification". Individuals (and the companies they represent) who chose not to use these or similar disclosures will nullify their certification, and individuals and companies who do not comply will not remain on the list of certified individuals/companies.

We have written a several versions of sample letters to help you in this endeavor. Below you will find the most recent letter designed to be easily modified for different circumstances. This letter should be modified slightly depending on whether the consumer has declined an offer to perform a removal of bees, or if you do not offer the service of removing bees from wall voids. In the cases, where you have offered to remove the hive, but the homeowner requests that you only "kill" the bees and **not** perform a removal of the hive, honeycomb and debris, the pest control company/licensee needs to add the following sentence to the sample letter; "**You have chosen not to have the hive and honeycomb removed from your structure.**" In cases where you do not offer the service of removing the hive, and only kill the bees themselves, you would need to add the following sentence to the sample letter; "**While we can eliminate (kill) the hive in your structure, we do not provide the service of removing the hive and honeycomb from your structure.**"

SAMPLE LETTER  
Honey Bee Control Disclosure

Dear Homeowner:

You have honeybees in your structure. When bees have a hive located inside a structure, in almost all circumstances the best strategy is to physically remove the hive.

**< Insert “Homeowner Declined” or “PCO Does not Perform” sentence here >**To ensure no misunderstandings, we ask that you read and sign this document.

Leaving a 'dead' honeybee hive and honeycomb in your wall voids is likely to lead to problems in the future.

- Honey may melt and stain interior wall surfaces as it runs down the interior of wall voids.
- Rodents and various insect pests may be attracted to the honey and honeycomb.
- Bees will be attracted to the honey and comb, leading to a likelihood of re-infestation.
- Depending on the size of the colony, it is possible that enough workers, virgin queens and drones will emerge from their pupal stage to re-vitalize (and re-start) your current colony of honeybees.

Should you chose to attempt to remove the hive, honey and honey comb, or hire a general contractor to perform the removal, please first read and be aware of the following:

- Honey bees may still be emerge from the honeycomb several days after a successful 'kill' of a hive.
- Dead bees can still sting. Take precautions to prevent being stung by dead and emerging bees.
- Honey and honeycomb will be contaminated with pesticides. (See your service slip or contract for specific information) Take care to protect yourself, as you remove the comb and hive. The honey should NOT be eaten. The honey and honeycomb should be properly disposed of to protect the public and animal life.

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
Date

You may certainly modify this letter as you see fit, as long as the core message and key points outlined in this sample letter are transmitted to the consumer.

Better service and better communication with your customer about their service options will always be a win for your customers and yourself. By following the guidelines outlined in this article you will have a better-informed customer, less liability, and you will be able to earn more money from your bee jobs!