

U.S. ENVIRONMENTAL PROTECTION AGENCY  
OFFICE OF PESTICIDES PROGRAMS  
REGISTRATION DIVISION (75-767)  
WASHINGTON, DC 20460

EPA REGISTRATION NO.

59977-1

DATE OF ISSUANCE

FEB 7 1991

TERM OF ISSUANCE

NOTICE OF PESTICIDE: ☐ REGISTRATION  
☐ REREГИSTRATION  
(Under the Federal Insecticide, Fungicide,  
and Rodenticide Act, as amended)

NAME OF PESTICIDE PRODUCT

BUSHWHACKER

NAME AND ADDRESS OF REGISTRANT (Include ZIP code)

Bethurum Research and Development, Inc.  
P.O. Box 3436  
Galveston, TX 77552

5390428

NOTE: Changes in labeling formula differing in substance from that accepted in connection with this registration must be submitted to and accepted by the Registration Division prior to use of the label in commerce. In any correspondence on this product always refer to the above U.S. EPA registration number.

On the basis of information furnished by the registrant, the above named pesticide is hereby Registered/Reregistered under the Federal Insecticide, Fungicide, and Rodenticide Act.

A copy of the labeling accepted in connection with this Registration/Reregistration is returned herewith.

Registration is in no way to be construed as an indorsement or approval of this product by this Agency. In order to protect health and the environment, the Administrator, on his motion, may at any time suspend or cancel the registration of a pesticide in accordance with the Act. The acceptance of any name in connection with the registration of a product under this Act is not to be construed as giving the registrant a right to exclusive use of the name or to its use if it has been covered by others.

This product is conditionally registered in accordance with FIFRA sec. 3(c)(7)(A) provided that you

1. Submit and/or cite all data required for registration/reregistration of your product under FIFRA sec 3(c)(5) when the Agency requires all registrants of similar products to submit such data.

2. Make the labeling changes listed below before you release the product for shipment.

a. Add the phrase, "EPA Registration No. 59977-1."

b. Delete the section entitled 'Application Directions for Mound Treatment'

3. Within two years submit the results of the following test: Storage Stability (63-17)

4. Submit five (5) copies of your final printed labeling before you release the product for shipment. Refer to the A-79 Enclosure for a further description of final printed labeling

☒ ATTACHMENT IS APPLICABLE

cont.

SIGNATURE OF APPROVING OFFICIAL

*W. A. Smith*

DATE

2/7/91

If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA sec. 6(e). Your release for shipment of the product constitutes acceptance of these conditions

A stamped copy of the label is enclosed for your records.

*M. Mautz*

Marilyn A. Mautz  
Acting Product Manager (16)  
Insecticide-Rodenticide Branch  
Registration Division (H7504C)

Enclosures: 1) Stamped label  
2) A-79 Enclosure

3/9

ACCEPTED  
with COMMENTS  
in EPA Letter Dated:

FEB 1 1991

This product is a pesticide,  
Federal Insecticide Act  
and is registered with the  
EPA. Registration No.

59977-1

## BUSHWHACKER

### Fire Ant Killer

For Control of Fire Ants

Active Ingredient: Boric acid	18%
Inert Ingredients:	82%
Total	100%

KEEP OUT OF REACH OF CHILDREN

### CAUTION

#### STATEMENT OF PRACTICAL TREATMENT

IF ON SKIN: Wash with plenty of soap and water.

IF IN EYES: Wash with plenty of water. Get medical attention if irritation persists.

IF SWALLOWED: Call a physician or Poison Control Center.

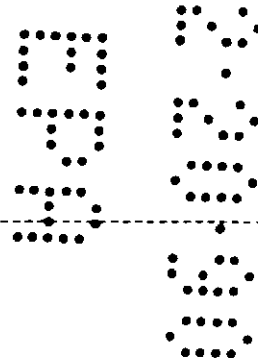
NET CONTENTS: 1 pound (454 grams)\*

See Back Panel for Additional Cautions and Directions

EPA REG. NO. 59977-R  
EPA EST. NO. 59977-TX-1

The Bushwhacker Associates, Inc.  
Division of Bethurum Research & Development, Inc.  
Galveston, Texas 77552

\*NOTE: Additional sizes - 5 Pounds (2.2 kg); 25 Pounds (11 kg)



## PRECAUTIONARY STATEMENTS

### HAZARD TO HUMANS AND DOMESTIC ANIMALS

#### CAUTION

Harmful if swallowed. May cause eye irritation. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling.

## ENVIRONMENTAL HAZARDS

Do not apply directly to water. Do not contaminate water when disposing of equipment washwaters.

## DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

### FIRE ANT CONTROL

**General:** Bushwhacker is very easy and convenient to apply (see Application Directions below). Following application, BUSHWHACKER is collected by the worker ants and distributed throughout the colony to feed the queens and brood. Within five to eight weeks there is considerable ant mortality and a continual decline of the fire ant colony. This product will kill the queens as well as worker ants, thus there is no need to apply additional poisons to the area.

Apply Bushwhacker when the ground is dry and there is no rain anticipated for 2 or 3 days. Do not apply in strong wind. For best results apply in cool weather or in early morning or late afternoon.

### Application Directions for Broadcast Treatment

A. **Restrictions:** Do not broadcast to ditchbanks, food or feed crops, livestock areas, pasture, or rangeland. This product can only be broadcast in the following sites and under the indicated restrictions:

1. **Non-Crop and Non-Agricultural Areas** - Lawns, turf, parks, golf courses, rights-of-way where no livestock are present.
2. **Orchard Uses and Perimeters to Food and Feed Crops** - Do not allow animals to graze area.

## Application Directions for Broadcast Treatment (continued)

### B. Instructions:

#### 1. Methods of Applications

- a. A walk-behind or carried rotary spreader with an auger feed.
- b. Commercial power-take-off-driven or battery powered rotary spreaders.
- c. Fixed wing aircraft.

#### 2. Rates

Broadcast Bushwhacker evenly over the area at the rate of three (3) pounds per acre. See General Instructions for Equipment Calibration.

#### 3. Retreatment Interval

A second application at the above rates may be made after 5 days in severely infested areas. Allow 6 to 8 weeks for signs of mound activity to begin to disappear.

#### 4. General Instructions for Equipment Calibration

**Caution:** Be sure to check the actual application rate under normal operating conditions.

- a. Fill hopper.
- b. Determine from the spreader specifications the "throw" distance for the spreader in use.
- c. Set the spreader to initial settings noted on the spreader specifications for a rate of three pounds per acre.
- d. Attach a plastic bag over the discharge opening.
- e. Measure off a small area of 100 square feet and traverse this premeasured plot at the desired speed. Be sure to allow for the "throw" distance with a slight overlap.
- f. Weigh the contents of the bag and multiply by 10 and you have the amount of material the spreader applies over 1000 sq. ft.
- g. Determine from this calculation whether you need to open or close the spreader opening to achieve a rate of three pounds per acre (approximately one ounce/1000 sq. ft. is desired).
- h. If the result is over or under the desired rate - adjust the settings and repeat the calibration.

## **Application Directions for Mound Treatment**

A. **Restrictions:** This product can be used for mound treatment in the following sites: citrus orchard floors, pasture, rangeland, nurseries, sod farms, lawns, turf, parks, golf courses, rights-of-way, field crops, vegetables, nut tree farms, and other horticultural plant areas.

B. **Instructions:**

1. **Method of application:**

Hand application only.

2. **Rates:**

Apply one heaping teaspoonful per mound by sprinkling Bushwhacker lightly over the top of the mound and around the mound.

**Comment:** Treat the mound very lightly in order to not disturb the ants and sprinkle the remainder of the teaspoonful around the mound, uniformly covering a 2-3 foot diameter area. Treat new mounds as they appear.

3. **Retreatment Interval:**

A second application at the above rates may be made after 5 days in severely infested areas. Allow 6 to 8 weeks for signs of mound activity to begin to disappear.

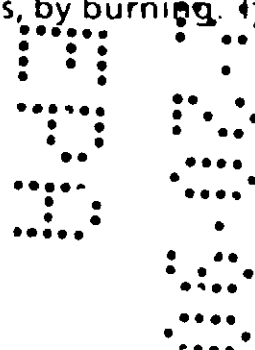
## **STORAGE AND DISPOSAL**

Do not contaminate water, food or feed by storage or disposal.

**STORAGE:** Store in a dry place. Do not store where children or animals may gain access. Keep lid tightly closed when not in use.

**PESTICIDE DISPOSAL:** Wastes resulting from the use of this product may be disposed of onsite or at an approved waste disposal facility.

**CONTAINER DISPOSAL:** Do not reuse empty container. Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.



## **WARRANTY LIMITATIONS AND DISCLAIMER**

Bethurum Research and Development, Inc. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions therein under normal conditions of use. THIS IS THE ONLY WARRANTY MADE ON THIS PRODUCT. NO OTHER EXPRESS AND NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OUTSIDE OF THIS LABEL. Therefore, neither this warranty nor any other warranty of merchantability or fitness for a particular purpose, express or implied, extends to the use of this product contrary to label instructions (including conditions noted on the label, such as unfavorable temperatures, soil conditions, etc.), under abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes, etc.) or under conditions not reasonably foreseeable to or beyond the control of seller.

When buyer or user suffers losses or damages resulting from the use or handling of this product (including claims based on contract, negligence, strict liability, or other legal theories), buyer or user must promptly notify in writing Bethurum Research and Development, Inc. of any claims to be eligible to receive either remedy given below. The EXCLUSIVE REMEDY OF THE BUYER OR USER and the LIMIT OF LIABILITY of Bethurum Research and Development, Inc. or any other seller will be one of the following, at the election of Bethurum Research and Development, Inc.

- (1) Refund of purchase price paid by buyer or user for product bought, or
- (2) Replacement of amount of product used.

The seller will not be liable for consequential or incidental damages or losses.

The terms of this Warranty Limitations and Disclaimer cannot be varied by any written or verbal statements or agreements. Any employee or sales agent of the seller is not authorized to vary or exceed the terms of this Warranty Limitations and Disclaimer in any manner.

U.S. Patent Pending

BRD 1290