

# WOOD DESTROYING PESTS AND ORGANISM INSPECTION REPORT

Building No. <b>2431</b>	Street <b>Plummer Avenue</b>	City <b>San Jose</b>	ZIP <b>95125</b>	Date of Inspection <b>1/27/2010</b>	Number of Pages <b>Page 1 of 9</b>
-----------------------------	---------------------------------	-------------------------	---------------------	--	---------------------------------------



**510 Madera Ave  
San Jose, CA 95112  
(408) 993-1900 • Fax (408) 993-1944  
Registration # PR1452**

HomeGuard Rpt #: **138642**

Ordered By: <b>Steve Trotter</b> Intero Real Estate 1900 Camden Avenue San Jose CA 95124	Property Owner/Party in Interest: <b>Michael Bernal</b> 2431 Plummer Avenue San Jose, CA 95125	Report Sent to: Escrow#: <b>Robin Primeau</b> Old Republic Title 2105 S. Bascom Avenue #120 Campbell Ca 95008
--	---	---

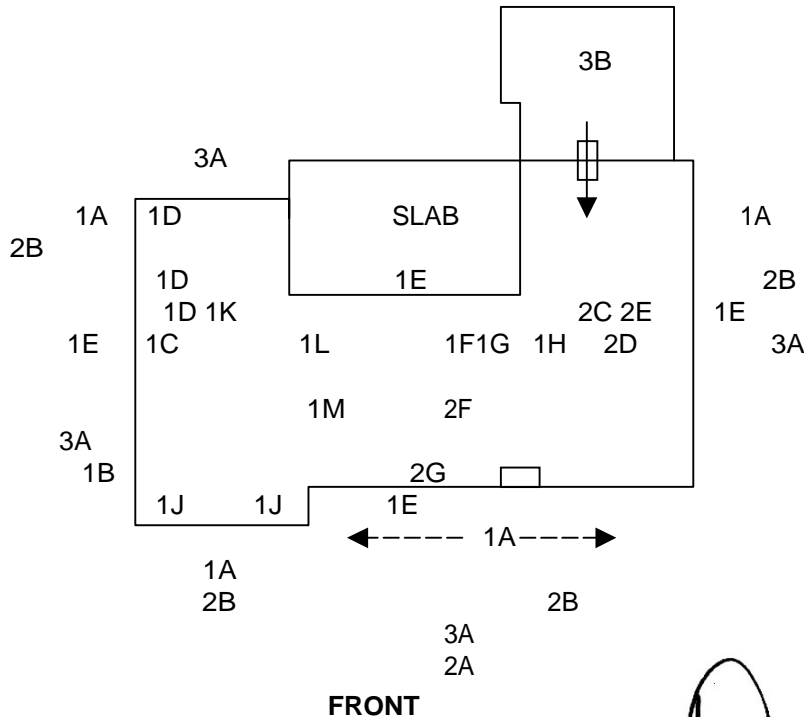
COMPLETE REPORT <input checked="" type="checkbox"/>	LIMITED REPORT <input type="checkbox"/>	SUPPLEMENTAL REPORT <input type="checkbox"/>	REINSPECTION REPORT <input type="checkbox"/>
---	---	--	--

General Description: <b>One story, single family wood framed residence with wood exterior.</b>	Inspection Tag Posted: <b>Subarea</b> Other Tags Posted: <b>None noted</b>
--	---

An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites <input checked="" type="checkbox"/>	Drywood Termites <input checked="" type="checkbox"/>	Fungus / DryRot <input checked="" type="checkbox"/>	Other Findings <input checked="" type="checkbox"/>	Further Inspection <input checked="" type="checkbox"/>
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.				

**Key to Items on diagram: [1] Section 1 Items [2] Section 2 Items [3] Unknown Further Inspection Items**



Inspected by: **Donald Grenier**

License#: **FR18503**

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

You are entitled to obtain copies of all reports and completion notices on this property filed with the board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California 95815-3831.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916)561-8700, (800) 737-8188 or www.pestboard.ca.gov.

Building No. <b>2431</b>	Street <b>Plummer Avenue</b>	City <b>San Jose</b>	ZIP <b>95125</b>	Date of Inspection <b>1/27/2010</b>	Number of Pages <b>Page 2 of 9</b>
-----------------------------	---------------------------------	-------------------------	---------------------	--	---------------------------------------

**AREAS NOT INSPECTED PLEASE READ**

This report is an inspection for wood destroying pests and organisms to a furnished, occupied structure. Some areas of the structure were inaccessible for inspection due to furnishings, appliances, floor covering, and/or stored personal property. We did not inspect areas immediately under furnishings or appliances, nor did we inspect inside finished walls or ceilings. Our inspection does not include any electric, heating, or mechanical systems of the structure. Our inspection will not detect building code violations. If any information is desired about any areas mentioned, a company which makes home inspections should be engaged. The plumbing was inspected and only the leaks outlined in our report were found at this time; however, we assume no responsibility for leaks that occur after the date of this inspection. 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 areas 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. This structure has carpet installed. Although no adverse conditions were evident, we assume no responsibility for the floor covering under the carpet unless we remove the carpet. The inaccessible areas listed above which were not inspected will be inspected upon the owner's request and may be conditional to additional inspection fees.

"This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs."

**NOTE:** Work performed by others will be reinspected for a fee of \$175.00 for each trip out to the property. Open wall and open floor inspections are desirable if certification is required.

**NOTICE:** Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may differ from company to company. You have the right to seek a second opinion from another company.

**NOTE:** WE GUARANTEE ALL REPAIRS DONE BY THIS COMPANY FOR ONE YEAR AND FUMIGATIONS FOR A PERIOD OF 2 YEARS FROM THE DATE OF COMPLETION. WITH THE EXCEPTION OF PLUMBING, GROUTING, CAULKING AND RE-SETTING OF TOILETS WHICH ARE GUARANTEED FOR 30 DAYS FROM THE DATE OF COMPLETION. WE CANNOT GUARANTEE WORK DONE BY THE OWNER OR OWNER'S AGENT. WE MAKE NO GUARANTEE AGAINST FUTURE INFECTIONS, ADVERSE CONDITIONS, OR CONDITIONS PRESENT BUT NOT EVIDENT AT THE TIME OF OUR INSPECTION.

**NOTE:** THIS IS A SEPARATED REPORT WHICH IS DEFINED AS SECTION I AND SECTION II CONDITIONS EVIDENT ON THE DATE OF INSPECTION. SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION, OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION. SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION

Building No. <b>2431</b>	Street <b>Plummer Avenue</b>	City <b>San Jose</b>	ZIP <b>95125</b>	Date of Inspection <b>1/27/2010</b>	Number of Pages <b>Page 3 of 9</b>
-----------------------------	---------------------------------	-------------------------	---------------------	--	---------------------------------------

**ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREA(S) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE HIS INSPECTION AND CANNOT BE DEFINED AS SECTION I OR SECTION II.**

**Section 1 Items**

**1A. FINDING:** The wooden rain gutters have been damaged by fungus at the area indicated on the diagram. (See Picture 1) (See Picture 2) (See Picture 5)

**RECOMMENDATION:** Remove the wooden rain gutters. Supply and install new plastic /metal rain gutters and downspouts.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1B. FINDING:** The shutters have been damaged by fungus at the side wall/window. (See Picture 3)

**RECOMMENDATION:** Remove and replace all the damaged wood members. If any damage is found to extend into any enclosed areas a supplemental report and bid will be issued.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1C. FINDING:** Water has penetrated through the kitchen counter top and has caused fungus damage. (See Picture 11)

**RECOMMENDATION:** Remove the existing counter top. Remove and replace any fungus damaged wood members. Install a new ceramic tile counter top in this area. Unless prior arrangements have been made, all tile is bid using a standard grade white tile with a tight white grout joint. It should also be noted that all tile work, regardless of color selection, will be done with a tight white grout joint, unless specified differently.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1D. FINDING:** The wooden window sash has been damaged by fungus at the area indicated on the diagram. (See Picture 15) (See Picture 14)

**RECOMMENDATION:** Replace the entire window sash with a new wooden window sash. Please note that in order to complete this item, there could possibly be a two week delay in getting the new windows milled. At the owners request a bid can be supplied for replacing this widow with an energy efficient style window.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1E. FINDING:** Subterranean Termites were noted throughout the structure.

**RECOMMENDATION:** Chemically treat the entire structure at probable termite entry points for the control of Subterranean Termites with Termidor SC ((Fipronil:5-amino-1-(2,6-dichloro-4-(trifluoromethyl) phenyl)-4-((1,8,5)-trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile. In conventional construction, this may include, but is not limited to, rodding or trenching the soil around the foundation walls, piers, and plumbing pipes in the subarea; rodding or trenching the soil around the exterior foundation; drilling attached slabs (or blacktop's) such as patios, porches, sidewalks, or driveways that abut the structure; drilling brick or stone veneer that extends below grade level; treating voids in the foundation walls or piers. The holes drilled into any concrete slab, while performing the treatments, will be plugged with mortar. It will be the owners responsibility to have these areas repaired to match the existing surfaces as desired. HomeGuard Inc. assumes no liability for any damage to concealed pipes, finished floors, tiles or bricks. NOTE: In order to perform this treatment the property will need to be vacated during and 3 hours after the treatment is performed. HomeGuard will use a ground fault device to hopefully prevent drilling through any pipes, conduit or electrical wiring however if this happens it will be the owners responsibility and cost to repair any damage done.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

Building No. <b>2431</b>	Street <b>Plummer Avenue</b>	City <b>San Jose</b>	ZIP <b>95125</b>	Date of Inspection <b>1/27/2010</b>	Number of Pages <b>Page 4 of 9</b>
-----------------------------	---------------------------------	-------------------------	---------------------	--	---------------------------------------

**1F.** FINDING: There is evidence of Subterranean Termite migratory tubes as noted in the above recommendation.

RECOMMENDATION: Break down & brush away all termite migratory tubes.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1G.** FINDING: Subterranean Termite damage was noted to the girder beneath the area indicated on the diagram.

RECOMMENDATION: From the subarea, replace and/or reinforce the damaged girder as necessary. Although all due caution will be taken to the finished floor, HomeGuard Incorporated assumes no liability for any damage that may occur to the finished floor during repairs. If damage extends into the adjacent wood members, or if damage occurs to the finished floors while performing repairs, a supplemental report will be issued listing all findings, recommendations, and bids.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1H.** FINDING: A standard water test was performed to the mortar stall shower and leakage was evident below the shower. Fungus infections were noted.

RECOMMENDATION: Break out and remove the entire existing stall shower. Remove and replace the damaged wood members. Install a new waterproof membrane. Install an entire new ceramic tile shower using an approved surface on the walls. We will do no wallpaper repairs in connection with this repair. If damage is found to extend into any inaccessible areas, a supplemental report and bid will be issued. Unless prior arrangements have been made, white tile will be installed. It should also be noted that all tile work, regardless of color selection, will be done with a tight white grout joint.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1I.** FINDING: In order to facilitate repairs on item(s) 1H the adjacent floor and wainscoating will be disturbed.

RECOMMENDATION: Remove tile wainscoating, install sheetrock wall covering tape and texture the wall. Install an approved surface on the floor as necessary. Install neutral colored, standard grade vinyl on the floor. Reinstall the existing toilet on a no seep seal. If damage to the subfloor, a cracked toilet, or a broken toilet flange is revealed. A supplemental report will be issued.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1J.** FINDING: There is a surface fungus condition located at the crawlspace subfloor.

RECOMMENDATION: Scrape or wire brush this area and treat with a registered fungicide Timbor (Disodium Octoborate Tetrahydrate). NOTE: In order to perform this treatment the property will need to be vacated during and 3 hours after the treatment is performed.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1K.** FINDING: There is a plumbing leak at the crawlspace sewer drain.

RECOMMENDATION: The owner should have a licensed plumber or someone in this line of work repair the leakage. Any guarantees desired should be secured from the person(s) or firm that perform the repairs.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

Building No. <b>2431</b>	Street <b>Plummer Avenue</b>	City <b>San Jose</b>	ZIP <b>95125</b>	Date of Inspection <b>1/27/2010</b>	Number of Pages <b>Page 5 of 9</b>
-----------------------------	---------------------------------	-------------------------	---------------------	--	---------------------------------------

**1L. FINDING:** Infestation by Drywood Termites was noted at the crawlspace.

**RECOMMENDATION:** Due to the nature of these infestations, it will be necessary to seal the entire structure and fumigate it with Vikane (sulfuryl fluoride), using Chloropicrin as a warning agent. The entire structure must be vacant for this process. It is the owners responsibility to make any preparations required by the fumigators or to have someone to do so at a separate expense and to have the gas turned back on when the fumigation is complete. Due to current Cal OSHA Safety Standards work above 7.5 feet demands fall protection, this requires the installation of anchor points at the roof ridge line. HomeGuard will repair any damage caused by the installation of the anchor. However, in the case of metal roof coverings it is the owners responsibility to make areas on the roof ridge accessible to secure the anchors. HomeGuard Incorporated guarantees all fumigations for a period of two years.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1M. FINDING:** Drywood termite pellets were evident as noted in the above recommendation.

**RECOMMENDATION:** Remove and/or mask over all accessible termite pellets. It is possible for the Drywood Termite pellets to sift down or reappear in these areas where they have been masked over.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

### **Section 2 Items**

**2A. FINDING:** The rain gutters and downspouts appear to be leaking and/or clogged.

**RECOMMENDATION:** Clean and/or repair the gutters or downspouts as necessary. As it is hard to estimate the amount of time to perform this repair it will be done on a time and material basis at 75.00 per man hour plus materials.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**2B. FINDING:** The subarea ventilators at finished concrete surfaces are below the exterior grade level. This can allow moisture to run into the substructure area.

**RECOMMENDATION:** Install concrete dams around these vents.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**2C. FINDING:** There is a plumbing leak at the hall bathroom sink faucet.

**RECOMMENDATION:** Reseal or repair this leak in the most practical way.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**2D. FINDING:** The escutcheons at the hall bathroom tub were noted to be loose.

**RECOMMENDATION:** Re-secure and reseal around the escutcheons in the most practical way.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**2E. FINDING:** The toilet in the hall bathroom is loose or improperly mounted.

**RECOMMENDATION:** Reinstall the toilet correctly using a new no-seep toilet seal. If, upon removing the toilet, a cracked toilet or damaged toilet flange is revealed, there would be additional charges for a new toilet or repairs to the toilet flange.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**2F. FINDING:** There is a plumbing leak at the hall bathroom tub drain.

**RECOMMENDATION:** Reseal or repair this leak in the most practical way.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

Building No. <b>2431</b>	Street <b>Plummer Avenue</b>	City <b>San Jose</b>	ZIP <b>95125</b>	Date of Inspection <b>1/27/2010</b>	Number of Pages <b>Page 6 of 9</b>
-----------------------------	---------------------------------	-------------------------	---------------------	--	---------------------------------------

**2G.** FINDING: There is cellulose debris in earth contact in the substructure area.

RECOMMENDATION: Remove cellulose debris of a size that can be raked from the substructure area.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**Further Inspection Items**

**3A.** FINDING: The window screens were not removed during the course of this inspection.

RECOMMENDATION: If interested parties desire, and after others have removed the screens, HomeGuard Incorporated will return, upon request, and further inspect these areas.

\*\*\*\*\* (FURTHER INSP ITEM) \*\*\*\*\*

**3B.** FINDING: The subfloor was insulated. This conceals the wood members of the substructure. Further inspection recommended.

RECOMMENDATION: Remove the insulation from the perimeter of the structure and at all water pipe penetrations or from areas where fungus was noted, inspect the exposed wood members, and issue a supplemental report listing all findings, recommendations, and bids. Reinstall the insulation where removed upon completion.

\*\*\*\*\* (FURTHER INSP ITEM) \*\*\*\*\*

NOTE: "State law requires that you be given the following information:

CAUTION-PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Food and Agriculture and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks that are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized."

"If within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and your pest control company immediately."

For further information contact any of the following:

- HOMEGUARD INCORPORATED (408) 993-1900
- Poison Control Center: (800) 876-4766
- Santa Clara County Agricultural Commission (408) 918-4600
- Santa Clara County Health Department (408) 918-3400
- San Benito County Health Department (831) 637-5367
- San Benito County Agricultural Commission (831) 637-5344
- Alameda County Agricultural Commission (510) 670-5232
- Alameda County Health Department (510) 267-8000
- Contra Costa County Agricultural Commission (925) 313-6712
- Contra Costa County Health Department (925) 646-5137
- San Mateo County Agricultural Commission (650) 363-4700
- San Mateo County Health Department (650) 573-2757
- Structural Pest Control Board (800) 737-8188
- 2005 Evergreen Street Ste. #1500, Sacramento, CA 95815-3831

"Local treatment is not intended to be an entire structure treatment method. If infestations of wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated".

Building No. <b>2431</b>	Street <b>Plummer Avenue</b>	City <b>San Jose</b>	ZIP <b>95125</b>	Date of Inspection <b>1/27/2010</b>	Number of Pages <b>Page 7 of 9</b>
-----------------------------	---------------------------------	-------------------------	---------------------	--	---------------------------------------

NOTE: Unless stated otherwise HomeGuard Incorporated bids include texturing and painting repaired areas. We will cover repaired sheetrock and wood with one (1) coat of white primer or (1) coat of color supplied by the owner. Any texturing will vary from original texture however we will match as close as possible. On exterior surfaces texturing and painting will only be done weather permitting.

NOTE: If damage is found to extend into any inaccessible areas, a supplemental report will be issued listing additional findings, recommendations and bids.

NOTE: Should the further inspection items noted in this report not be performed, HomeGuard Incorporated will assume no liability for any infestations or infection which may be concealed in these areas.

NOTE: HomeGuard Incorporated assumes no liability for, nor do we guarantee work done by others. All guarantees, warranties, and permits should be obtained from the parties performing the repairs.

NOTE: If any of the wood repairs outlined in the above report are done by others, an open inspection must be performed by this company if the appropriate certification is desired.

NOTE: If it is necessary to install smoke detector(s) to comply with the state fire regulations, battery powered smoke detector(s) will be installed at an additional charge of \$75.00 per smoke detector unit.

NOTE: Should the local building department require additional changes or repairs not outlined in this report, additional funds will be required.

NOTE: EXTERIOR SURFACE OF THE ROOF WAS NOT INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTORS STATE LICENSE BOARD.

NOTE: Thank you for using HomeGuard Incorporated. If you have any questions regarding this report, please call and ask for Donny Grenier. Please bear in mind that the inspectors have full schedules during the day and can only be reached by phone early in the morning and late in the afternoon. The inspector will make every effort to make contact with you when he is available.

If you require further assistance or wish to schedule work as recommended in this report, please feel free to contact our office. We are here to assist you!

### Report Pictures:

Pictures are provided to assist in clarifying some of the findings made in this report. No relative importance should be placed on these pictures. The pictures in this report do not necessarily illustrate all of the damage as outlined in this report. Please contact the inspector if you have specific questions about wood damage or other findings.



Picture 1



Picture 2



Picture 3



Picture 5



Picture 11



Picture 14



Picture 15

---

# Fact Sheet for Vikane\* (Sulfuryl Fluoride)

---

In the interest of DowElanco's commitment to product stewardship, this fact sheet is intended to provide basic information and how it is used. If you have additional questions about Vikane or the procedures described, call the DowElanco Customer Information Service at 1-800-352-6776.

## **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 approximately 2 million homes. Depending on the extent or location of the infestation, fumigation is the only total control method proven to eliminate certain infestation of wood destroying insects.

## **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 thoroughly and 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 4 to 72 hours depending on the specifics of the job. Warning signs are posted around the building notifying people to keep out.

After the tarp or tape is removed, a professional fumigator will aerate the structure by opening the doors and windows. Fans may also be used to clear out the building. Once the building 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 established safe re-entry concentration. Your building should not be cleared for re-occupancy until it is safe to enter. The fumigator will post a notice on your building indicating the day and time for re-entry. Structures can be occupied only when the concentration is 5 parts 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 within 6 hours of clearing 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, which 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 re-tested.

## **SULFURYL FLUORIDE (POTENTIAL HEALTH RISK FROM OVEREXPOSURE)**

Sulfuryl Fluoride is a gas and can potentially enter your body 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), can cause excess fluid in the lungs, sleepiness, pneumonia, and convulsions. These symptoms would be expected to appear within 8 hours after such as exposure. In the unlikely event you experience these symptoms in a building that has been recently fumigated, you should leave immediately. Consult your physician and call the pest control company to have your building re-tested.

### **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 no mutagenic or genotoxic effects caused by exposure to Sulfuryl Fluoride.

## **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 you are given about what items you are to remove from your building.
- 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 re-entry.
- You may wish to increase ventilation by opening doors and windows.
- Call DowElanco Customer Information Service at 1-800-352-6776 if you need additional information or have questions concerning the product.

\*Trademark of DowElanco

---



510 Madera Ave  
 San Jose, CA 95112  
 (408) 993-1900  
 Fax (408) 280-2763

Initials \_\_\_\_\_

**AGREEMENT**  
 2431 Plummer Avenue, San Jose

HomeGuard Incorporated is authorized to proceed with the work outlined in items \_\_\_\_\_ of their termite report no. 138642 for the property located at 2431 Plummer Avenue, San Jose for a total sum of \$\_\_\_\_\_. This amount will be due and payable upon completion of work. It is understood that the contract price does not include the charge of the structural pest control inspection report or re-inspection fees.

**HOMEGUARD INCORPORATED AGREES:**

- To guarantee all repairs completed by this company for one year from the date of completion except for plumbing, grouting, caulking, and resetting of toilets, which will be guaranteed for 30 days.
- To be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days.
- To use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any, plant life, rain gutters, roofs; nor for damage or dirtying of stucco, plaster, paint, wall paper or other "finish-work" adjacent to areas where work is performed.
- To replace damaged wood members with material which resembles, as closely as possible, the existing wood members with standard grade, readily available wood members.

**OWNER OR OWNER'S AGENT AGREES:**

- To pay for services rendered upon completion of work. This contract may canceled at any time by the customer. In the event of such action, customer agrees to pay HomeGuard Incorporated in full for any work already performed and the cost of materials and permits, plus 15% of the total contract price to cover job set up and administration expenses. In the case of non-payment by owner, reasonable attorney fees and costs of collection shall be paid by the owner whether suit be filed or not.
- To pay for service charge of 1.5 percent per month or portion of any month beyond 30 days after completion.
- Owner grants HomeGuard Incorporated, a security interest in the above described real property to secure payment of the sum for work and inspection fee completed.
- If additional damage is discovered by HomeGuard Incorporated, during the performance of work, company agrees to notify owner or agent of the amount of the damage and the cost of additional work to be done. This work will not be performed unless owner agrees.
- If any additional work, plans or engineering is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner's agent.
- All plumbing repairs bid in this report are for only the specific repair that is identified. Many times when performing plumbing repairs it becomes necessary to repair or replace adjacent plumbing because of the age or fragility of these components. When this happens the owner or agent will be notified and said repairs will require additional cost and authorization.

**This job has been bid as if all section one items are being performed. If the owner would like to select individual items, it may require HomeGuard Incorporated to provide a new bid for these items. The minimum service charge is \$225 regardless of the bid on the individual item.**

**Section 1:**

1A	\$825	1B	\$375	1C	\$2,400	1D	\$1,560	1E	\$2,400	1F	\$150	1G	\$650
1H	\$4,600	1I	\$1,950	1J	\$300	1K	OthTrd	1L	\$1,725	1M	\$125		

**Section 2:**

2A	T&M	2B	T&M	2C	\$275	2D	\$50	2E	\$185	2F	\$250	2G	\$225
----	-----	----	-----	----	-------	----	------	----	-------	----	-------	----	-------

**Further Insp:**

3B	\$450	<b>Total:</b>	<b>\$450</b>
----	-------	---------------	--------------

IS UPGRADING OR CHOICE OF LINOLEUM OR TILE DESIRED? Yes\_\_\_ No\_\_\_

\*\*\*If there is no choice, neutral colors will be installed there may be additional charges for special materials chosen\*\*



510 Madera Ave  
San Jose, CA 95112  
(408) 993-1900  
Fax (408) 280-2763

**AGREEMENT**  
2431 Plummer Avenue, San Jose

The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept HomeGuard Incorporated's bid or you may contract directly with another registered company licensed to perform the work.

If you choose to contract directly with another registered company, HomeGuard Incorporated will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform.

**NOTICE TO OWNER**

Under the California Mechanics Lien law, any structural pest control operator who contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for work or supplies, has the right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractor, laborers of suppliers remain unpaid. To preserve their right to file a claim of lien against your property, certain claimants such as subcontractors and material suppliers are required to provide you with a document intitled "Preliminary Notice". General contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lein against your property if they are not paid. You can protect yourself from such claim by requiring your contractor to supply you with a payment and performance bond prior to commencing any work of improvement and/or requiring your contractor to provide you with an unconditional lien release signed by each material supplier, subcontractor, and laborer involved in that project phase before making payment on the completed phase of the project.

**OWNER OR OWNERS AGENT**                      **DATE**                      **BY:** \_\_\_\_\_, HomeGuard Incorporated

**X** \_\_\_\_\_                      \_\_\_\_\_                      **ESCROW OFFICER:** \_\_\_\_\_

**Print Name** \_\_\_\_\_                      **ESCROW PHONE NO:** \_\_\_\_\_

**X** \_\_\_\_\_                      \_\_\_\_\_                      **ESCROW CO/NO:** \_\_\_\_\_

**Print Name** \_\_\_\_\_

Name of person providing access \_\_\_\_\_ Phone Number \_\_\_\_\_

***THIS AGREEMENT IS 2 PAGES***  
***PLEASE BE SURE TO SIGN AND SEND BOTH PAGES***



510 Madera Ave  
San Jose, CA 95112  
(408) 993-1900  
Fax (408) 993-1944

**Invoice**

Invoice Date: **1/28/2010**  
Invoice No: **SJ265713T**

<b>Bill To:</b>	
Robin Primeau Old Republic Title 2105 S. Bascom Avenue #120 Campbell Ca 95008	
<b>Property Information:</b>	
Address:	2431 Plummer Avenue San Jose CA, 95125
Report No.	138642TPR
Escrow#:	
<b>Billing Information:</b>	
Inspection 1/27/2010 Complete	<b>\$245.00</b>
Notice of Completion:	<b>\$0.00</b>
Other:	<b>\$0.00</b>
Total Due:	<b>\$245.00</b>

**DUE UPON RECEIPT  
PLEASE REMIT**