

WOOD DESTROYING PESTS AND ORGANISM INSPECTION REPORT

Building No. 5966	Street Monteverde Drive	City San Jose	ZIP 95120	Date of Inspection 6/21/2010	Number of Pages Page 1 of 3
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**510 Madera Ave
San Jose, CA 95112
(408) 993-1900 • Fax (408) 993-1944
Registration # PR1452**

HomeGuard Rpt #: **142856**

Ordered By: Steve Trotter Intero Real Estate 1900 Camden Avenue San Jose CA 95124	Property Owner/Party in Interest: Jose Garica 5966 Monteverde Drive San Jose, CA 95120	Report Sent to: Escrow#: 0631015689 Robin Primeau Old Republic Title 2110 S. Bascom Avenue #102 Campbell Ca 95008
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COMPLETE REPORT
 LIMITED REPORT
 SUPPLEMENTAL REPORT
 REINSPECTION REPORT

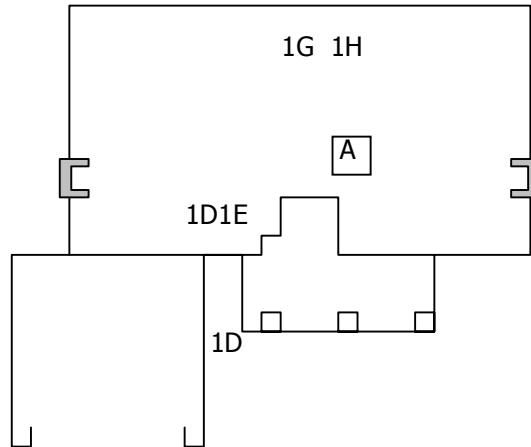
General Description: This is an corrected report to our report #0142856TPR, dated 6/16/10 and should be made a part there of.	Inspection Tag Posted: Garage Other Tags Posted: See original report
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An inspection has been made of the structure(s) shown 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
 Drywood Termites
 Fungus / DryRot
 Other Findings
 Further Inspection

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



FRONT
Diagram Not To Scale

Inspected by: **Andrew m Ries**

License#: **FR40213**

Signature: _____

You are entitled to obtain copies of all reports and completion notices on this property filed with the board during the preceeding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite1500, 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.

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NOTE: This is a correction to our previous report no. 0142856TPR, and should be made a part thereof.

NOTE: Due to a clerical error item 1D and 1E were misstated and 1F and 1G were left off the report and should read as follows:

Section 1 Items

1D. FINDING: Subterranean Termites were noted at the subarea.

RECOMMENDATION: Chemically treat the complete exterior soil at probable termite entry points with Termidor SC(Fipronil:5-amino-1-(2,6-dichloro-4-(trifluoromethyl) phey)-4-((1,8,5)-trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile. In conventional construction, this may include, rodding or trenching the soil around the foundation walls, drilling attached slabs (or blacktop's) such as patios, porches, sidewalks, or driveways that abut the structure. And treat the area on the interior of the foundation where the termites were found. A ground stop device will be used to hopefully prevent drilling into concealed pipes, conduit or electrical wiring however if this happens it will be the owners responsibility and cost to repair any damage done. 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. **NOTE:** In order to perform this treatment the property will need to be vacated for the period during and 3 hours after the treatment is performed.

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

1E. 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: Fungus damage was noted to the rafter tail ends at the subfloor.

RECOMMENDATION: Cut off 2" and omit to correct this condition.

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

1H. FINDING: There is a plumbing leak at the kitchen drain.

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

*******(SECTION 1 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."

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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".



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

Initials _____

Page 1 of 2

AGREEMENT
 5966 Monteverde Drive, San Jose

HomeGuard Incorporated is authorized to proceed with the work outlined in items _____ of their termite report no. 142856 for the property located at 5966 Monteverde Drive, 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

1. 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.
2. To be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days
3. 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.
4. 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:

1. To pay for services rendered upon completion of work. This contract may be canceled at any time by the customer. In the event of such action, customer agrees to pay HomeGuard Incorporated in full for all items already completed, and time and material for all items only partially completed. Time and material is calculated at the rate of ninety-five dollars per hour and the cost of materials plus 15%. The customer also agrees that in the case of cancelation of the contract, to pay all fees for nessasary permits and any associated cost for obtaining permits. 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.
2. To pay for service charge of 1.5 percent per month or portion of any month beyond 30 days after completion.
3. Owner grants HomeGuard Incorporated, a security interest in the above described property to secure payment of the sum for work and inspeciton fee completed.
4. 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.
5. 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.
6. 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:

1D	\$2,150	1E	\$250	1G	\$100	1H	\$250	Total	\$2,750
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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**



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AGREEMENT
5966 Monteverde Drive, 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: **6/21/2010**
Invoice No: **SJ276472T**

Bill To:	
Robin Primeau Old Republic Title 2110 S. Bascom Avenue #102 Campbell Ca 95008	
Property Information:	
Address:	5966 Monteverde Drive San Jose CA, 95120
Report No.	142856TPR
Escrow#:	0631015689
Billing Information:	
Inspection: 6/21/2010 Corrected	\$0.00
Notice of Completion:	\$0.00
Other:	\$0.00
Total Due:	\$0.00

DUE UPON RECEIPT
Please remit to 510 Madera Ave., San Jose, CA 95112
There is a \$25 fee for all returned checks