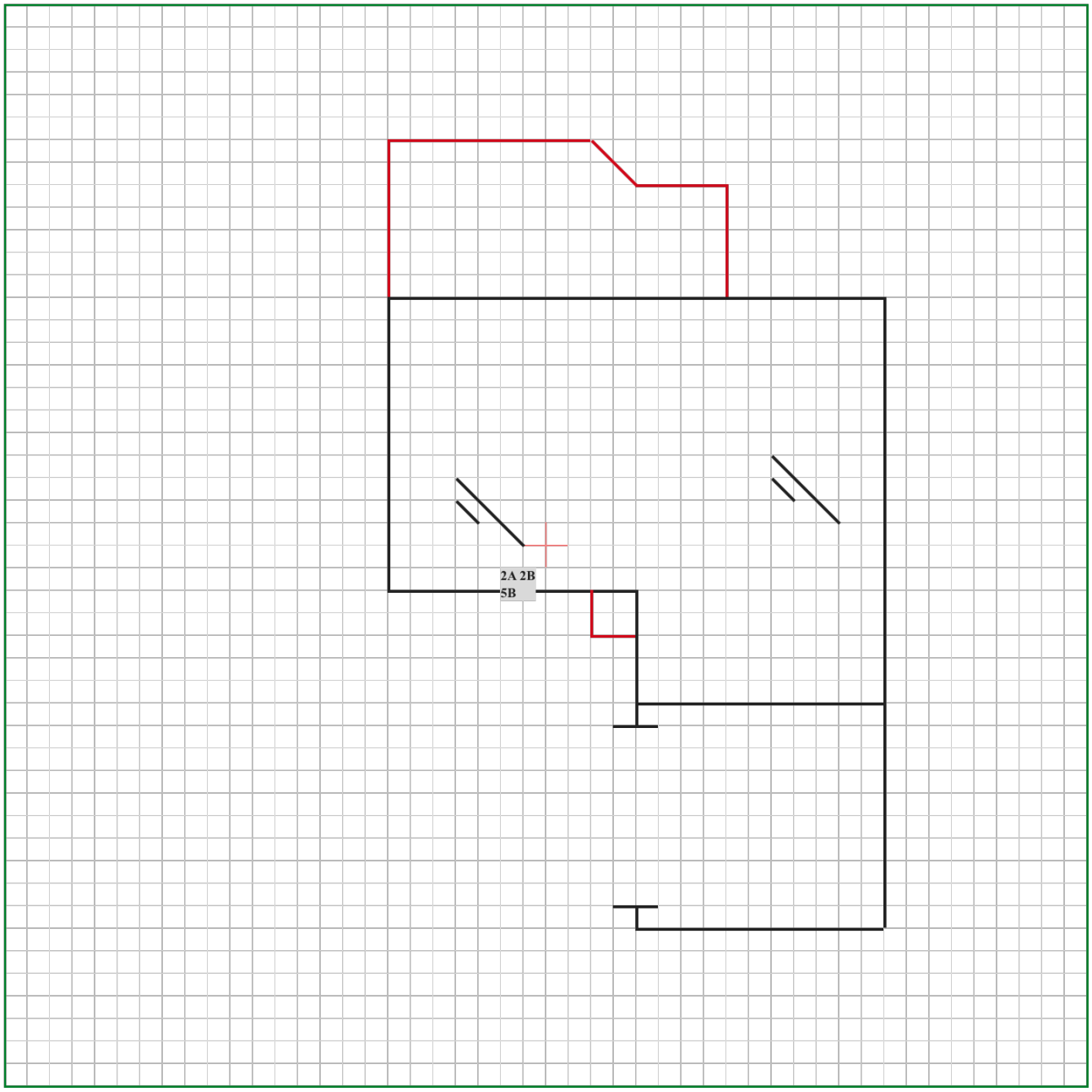
WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. Street, City, Zip		I	Number of Pages
3804 LOVERN AVE, BAKERSFIELD, 93309			6
TERMINIX INTERNATIONAL, BRANCH #2380 3501 PEGASUS DR BAKERSFIELD,CA 93308 PH: 8008473525	Firm Registration No PR 9806 Report No.: 130239-062426233309-6454		
Ordered by: NANCY MARQUEZ 3804 LOVERN AVE BAKERSFIELD CA 93309	Property Owner or Party of Interest: NANCY MARQUEZ 3804 LOVERN AVE BAKERSFIELD CA 93309	Report sent to: NANCY MARQUEZ 3804 LOVERN AVE BAKERSFIELD CA 93309	
COMPLETE REPORT ☒ LIMITED REPORT ☐ SUPPLEMENTAL REPORT ☐ REINSPECTION REPORT ☐			
General Description: 1 Story(s),Single Family Dwelling,Attached Garage,Occupied and Furnished		Inspection Tag Posted: Garage Other Tags Posted: None	
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.**			

(PLEASE SEE THE GRAPH DIAGRAM ON THE FOLLOWING PAGE)

Inspected by: CHAVEZ, IVAN **State License No.** FR 62365 **Signature** 

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, CA 95815
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) 561-8708, (800) 737-8188 or www.pestboard.ca.gov. 43M-41 (REV. 04/2015)



Scale 1:

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph.

GENERAL NOTES:
Please see general notes following the findings and recommendations for additional conditions governing this report.

READ THIS DOCUMENT. It explains the scope and limitations of a Structural Pest Control Inspection and Wood Destroying Pest and Organism Inspection Report.

A Wood Destroying Pest and Organism Inspection Report contains findings as to the presence or absence of evidence of wood destroying insects or organisms (fungi/rot) in visible and accessible areas on the date of inspection. It contains our recommendations for correcting any infestations, infections or conditions found. The contents of the Wood Destroying Pest and Organism Inspection Report are governed by the Structural Pest Control Act and the rules and regulations of the Structural Pest Control Board.

NOTE: THE FOLLOWING AREAS, WHEN THEY EXIST, ARE CONSIDERED INACCESSIBLE FOR INSPECTION: THE INTERIORS OF HOLLOW WALLS AND ALL ENCLOSED SPACES BETWEEN A FLOOR OR PORCH DECK AND THE CEILING OR SOFFIT BELOW; AREAS BETWEEN ABUTTING/ATTACHED ROW HOUSES, TOWNHOUSES, CONDOMINIUMS AND SIMILAR STRUCTURES; PORTIONS OF THE ATTIC CONCEALED OR MADE INACCESSIBLE BY INSULATION; PORTIONS OF THE ATTIC CONCEALED OR MADE INACCESSIBLE BY DUCTING, PORTIONS OF THE ATTIC OR ROOF CAVITY CONCEALED DUE TO AN INADEQUATE CRAWL SPACE; THE INTERIORS OF BOXED EAVES; EAVES CONCEALED BY PATIO COVERS OR OTHER ABUTMENTS; PORTIONS OF THE SUBAREA CONCEALED OR MADE INACCESSIBLE BY INSULATION; PORTE COCHERES; ENCLOSED BAY WINDOWS; AREAS BENEATH WOOD FLOORS OVER CONCRETE; AREAS CONCEALED BY BUILT-IN CABINET WORK; AREAS CONCEALED BY FLOOR COVERINGS, SUCH AS WALL-TO-WALL CARPETING, LINOLEUM, CERAMIC TILE, ETC.; AND AREAS CONCEALED BY BUILT-IN APPLIANCES.

NOTE: THE FOLLOWING AREAS, WHEN THEY EXIST, ARE CONSIDERED INACCESSIBLE FOR INSPECTION: AREAS CONCEALED BY INTERIOR FURNISHINGS; AREAS CONCEALED BY FLOOR COVERINGS, SUCH AS AREA RUGS, THROW RUGS, BATH AND KITCHEN MATS, ETC.; AREAS CONCEALED BY FREE STANDING APPLIANCES; AREAS CONCEALED BY STORAGE; AREAS CONCEALED BY HEAVY VEGETATION; AND AREAS WHERE LOCKS PREVENTED ACCESS. THESE AREAS WILL BE INSPECTED FOR A FEE, IF THEY ARE MADE ACCESSIBLE AT THE OWNER'S EXPENSE. A SUPPLEMENTAL REPORT WILL BE ISSUED AND ANY FINDINGS AND RECOMMENDATIONS WILL BE LISTED ALONG WITH ESTIMATES FOR REPAIR AND/OR TREATMENT, IF WITHIN THE SCOPE OF THIS COMPANY'S OPERATIONS. NO OPINION IS RENDERED CONCERNING CONDITIONS IN THE AREAS AT THIS TIME.

NOTE: INSPECTIONS ARE MADE AND REPORTS ARE ISSUED ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION. THE ABSENCE OF VISIBLE EVIDENCE OF WOOD DESTROYING ORGANISMS IN THE VISIBLE AND ACCESSIBLE PORTIONS OF THE STRUCTURE IS NO ASSURANCE THAT WOOD DESTROYING ORGANISMS ARE NOT PRESENT IN INACCESSIBLE AREAS NOR THAT FUTURE INFESTATIONS WILL NOT OCCUR. THEREFORE, WE DO NOT ASSUME ANY RESPONSIBILITY FOR THE PRESENCE OF WOOD DESTROYING ORGANISMS, OR DAMAGE DUE TO SUCH ORGANISMS, IN AREAS THAT WERE NOT VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION OR THAT MAY OCCUR IN THE FUTURE.

NOTICE: 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 INSPECTION. THE REINSPECTION MUST BE DONE WITHIN TEN 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 THE REPAIRS.

NOTE: A VISUAL INSPECTION WAS PERFORMED AND THE INSPECTOR DID NOT DEFACE NOR PROBE INTO FINISHED WINDOW OR DOOR FRAMES, TRIM WORK, FLOOR COVERINGS, WALLS, CEILINGS, OR OTHER FINISHED SURFACES.

NOTE: THE EXTERIOR AREAS OF THIS STRUCTURE WERE VISUALLY INSPECTED FROM THE GROUND LEVEL. AREAS OF THE EXTERIOR THAT EXHIBITED VISIBLE SIGNS OF INFESTATION, INFECTION, OR DAMAGE FROM SAME WILL BE DESCRIBED IN THE BODY OF THIS REPORT.

NOTE: IF ANY INFESTATION, INFECTION, OR DAMAGE IS DISCOVERED IN A CONCEALED AREA DURING THE COURSE OF PERFORMING ANY RECOMMENDATION IN THIS REPORT, THIS COMPANY WILL ISSUE A SUPPLEMENTAL REPORT. THIS COMPANY IS NOT RESPONSIBLE FOR CONTROLLING SUCH INFESTATIONS OR INFECTIONS OR FOR REPAIRING SUCH DAMAGE. IF THE ADDITIONAL WORK REQUIRED IS WITHIN THE SCOPE OF THIS COMPANY'S OPERATIONS, A COST ESTIMATE WILL BE PROVIDED WITH THE SUPPLEMENTAL REPORT.

NOTE: THE OWNER OF THIS PROPERTY HAS CERTAIN RESPONSIBILITIES REGARDING THE NORMAL MAINTENANCE THAT PERTAINS TO THE DETERRENCE OF WOOD DESTROYING ORGANISMS. THESE NORMAL MAINTENANCE PROCEDURES INCLUDE, BUT ARE NOT LIMITED TO: MAINTENANCE OF THE ROOF, GUTTERS, AND DOWNSPOUTS; CAULKING AROUND DOORS, WINDOWS, VENTS, TUB AND SHOWER ENCLOSURES; KEEPING SOIL LEVELS BELOW THE TOP OF THE FOUNDATIONS; KEEPING STORED ITEMS (INCLUDING FIREWOOD) AT LEAST TWELVE (12) INCHES AWAY FROM THE STRUCTURE; ADJUSTING SPRINKLERS SO THAT THEY DO NOT SPRAY ONTO THE STRUCTURE; PROHIBITING SOIL FROM CONTACTING THE WOOD COMPONENTS OF THE STRUCTURE; AND PREVENTING VEGETATION OR OTHER ITEMS FROM BLOCKING VENTS.

SEE BELOW FOR YOUR FINDINGS AND RECOMMENDATIONS:

GENERAL NOTES:

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

NOTICE: REPORTS ON THIS STRUCTURE PREPARED BY VARIOUS REGISTERED COMPANIES SHOULD LIST THE SAME FINDINGS (I.E. TERMITE INFESTATION, TERMITE DAMAGE, FUNGUS DAMAGE, ETC.). HOWEVER, RECOMMENDATIONS TO CORRECT THESE FINDINGS MAY VARY FROM COMPANY TO COMPANY. YOU HAVE A RIGHT TO SEEK A SECOND OPINION FROM ANOTHER COMPANY.

NOTICE TO OWNER: UNDER THE CALIFORNIA MECHANICS LIEN LAW, ANY STRUCTURAL PEST CONTROL COMPANY WHICH 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 HIS OR HER WORK OR SUPPLIES, HAS A 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 STRUCTURAL PEST CONTROL COMPANY IN FULL IF THE SUBCONTRACTOR, LABORERS, OR SUPPLIERS REMAIN UNPAID.

TO PRESERVE THEIR RIGHT TO FILE A CLAIM OR LIEN AGAINST YOUR PROPERTY, CERTAIN CLAIMANTS SUCH AS SUBCONTRACTORS OR MATERIAL SUPPLIERS ARE REQUIRED TO PROVIDE YOU WITH A DOCUMENT ENTITLED PRELIMINARY NOTICE. PRIME 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 LIEN AGAINST YOUR PROPERTY IF THEY ARE NOT PAID.

NOTE: IF DURING THE COURSE OF PERFORMING ANY REPAIRS, ANY FIXTURE OR PLUMBING IS FOUND TO BE UNSERVICEABLE, DAMAGED, OR DEFECTIVE, THERE WILL BE AN ADDITIONAL CHARGE FOR REPAIR AND/OR REPLACEMENT, AS NECESSARY.

NOTE: IT IS RECOMMENDED THAT BUILDING PERMITS BE OBTAINED FOR ALL WORK REQUIRING PERMITS, PRIOR TO BEGINNING THE RECOMMENDED REPAIRS. FOR INFORMATION CONCERNING THE BUILDING DEPARTMENT AND PERMIT REQUIREMENTS, CONTACT THE LOCAL BUILDING DEPARTMENT. WORK PERFORMED AS REQUIRED UNDER PERMIT FROM THE BUILDING DEPARTMENT SHOULD BE APPROVED, ACCEPTED, AND SIGNED OFF BY THE DEPARTMENT PRIOR TO CONSIDERING SUCH WORK TO BE COMPLETED. THE BUILDING DEPARTMENT MAY REQUIRE INSTALLATION OF SMOKE/HEAT DETECTORS AS A CONDITION OF OBTAINING A BUILDING PERMIT.

Some structures may not comply with building code requirements or may have structural, plumbing, electrical, heating and air conditioning, or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest and Organism Inspection Report does not contain information about such defects as they are not within the scope of the license of the inspector or the company issuing this report. Nor does a Wood Destroying Pest and Organism Inspection Report contain information about asbestos or any other environmental or safety hazard. Should interested parties desire opinions regarding these items, it is recommended that the owner engage the services of a reputable whole house inspection company.

This property was not inspected for the presence or absence of health related molds or fungi. By California law, we are neither qualified, authorized, nor licensed to inspect for health related molds or fungi. If you desire information about the presence or absence of health related molds or fungi, you should contact an industrial hygienist.

The Structural Pest Control Board Mold Policy Statement is as follows:

“Molds, sometimes called mildew, are not wood-destroying organisms. Branch 3 licensees do not have a duty under the Structural Pest Control Act and related regulations to classify molds as harmful to human health or not harmful to human health. This does not modify the Structural Pest Control Act or related regulations.”

This statement is being provided to you for informational purposes.

NOTICE TO OWNER / TENANT

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 Pesticide Regulation 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 if proper use conditions are followed or that the risks 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 headache, dizziness, nausea, tearing, coughing, nose and throat irritation or develop shortness of breath, double vision, unusual drowsiness and weakness, or tremors, contact your physician or poison control center (see below) and your pest control operator immediately. If rodenticide ingestion occurs, you may experience symptoms of mild shock and/or bleeding.

For further information, contract any of the following:

Terminix International	1-800-TERMINIX
Poison Control Center	1-800-876-4766
Regulatory information - Structural Pest Control Board	1-916-561-8700 2005 Evergreen St, Ste. 1500, Sacramento, CA 95815-3831

HEALTH QUESTIONS - CALIFORNIA COUNTY AGRICULTURAL COMMISSIONERS

Alameda	(510) 670-5232	Marin	(415) 499-6700	San Luis Obispo	(805) 781-5910
Alpine	(see El Dorado)	Mariposa	(209) 966-2075	San Mateo	(650) 363-4700
Amador	(209) 223-6487	Mendocino	(707) 463-4208	Santa Barbara	(805) 681-5600
Butte	(530) 538-7381	Merced	(209) 385-7431	Santa Clara	(408) 918-4600
Calaveras	(209) 754-6504	Modoc	(530) 233-6401	Santa Cruz	(831) 763-8080
Colusa	(530) 458-0580	Mono	See Inyo County	Shasta	(530) 224-4949
Contra Costa	(925) 646-5250	Monterey	(831) 759-7325	Sierra	See Plumas County
Del Norte	(707) 464-7235	Napa	(707) 253-4357	Siskiyou	(530) 841-4025
El Dorado	(530) 621-5520	Nevada	(530) 273-2648	Solano	(707) 784-1310
Fresno	(559) 456-7510	Orange	(714) 995-0100	Sonoma	(707) 565-2371
Glenn	(530) 934-6501	Placer	(530) 889-7372	Stanislaus	(209) 525-4730
Humboldt	(707) 445-7223 ext. 0	Plumas	(530) 283-6365	Sutter	(530) 822-7500
Imperial	(760) 482-4314	Riverside	(951) 955-3045	Tehama	(530) 527-4504
Inyo	(760) 873-7860	Sacramento	(916) 875-6603	Trinity	(530) 623-1356
Kern	(661) 868-6300	San Benito	(831) 637-5344	Tulare	(559) 685-3323
Kings	(559) 582-3211 #2831	San Bernardino	(909) 387-2105	Tuolumne	(209) 533-5691
Lake	(707) 263-0217	San Diego	(858) 694-2739	Ventura	(805) 388-4222
Lassen	(530) 251-8110	San Francisco	(415) 252-3830	Yolo	(530) 666-8140
Los Angeles	(626) 575-5466	San Joaquin	(209) 468-3300	Yuba	(530) 749-5400
Madera	(559) 675-7876				

APPLICATION INFORMATION - CALIFORNIA COUNTY HEALTH DEPARTMENTS

Alameda	(510) 267-8000	Madera	(559) 675-7893	San Joaquin	(209) 468-3411
Alpine	(530) 694-2146	Marin	(415) 499-3696	San Luis Obispo	(805) 781-5500
Amador	(209) 223-6407	Mariposa	(209) 966-3689	San Mateo	(650) 573-2764
Berkley City	(510) 981-5310	Mendocino	(707) 472-2600	Santa Barbara	(805) 681-5102
Butte	(530) 538-7581	Merced	(209) 381-1200	Santa Clara	(408) 792-5040
Calaveras	(209) 754-6460	Modoc	(530) 233-6311	Santa Cruz	(831) 454-4000
Colusa	(530) 458-0380	Mono	(760) 932-7485	Shasta	(530) 225-5591
Contra Costa	(925) 957-5400	Monterey	(831) 755-4500	Sierra	(530) 993-6701
Del Norte	(707) 464-3191	Napa	(707) 253-4231	Siskiyou	(530) 841-4040 ext. 0
El Dorado	(530) 621-6100	Nevada	(530) 265-1450	Solano	(707) 784-8600
Fresno	(559) 445-0666	Orange	(714) 834-8180	Sonoma	(707) 565-4567
Glenn	(530) 934-6588	Pasadena	(626) 744-6004	Stanislaus	(209) 558-5670
Humboldt	(707) 445-6200	Placer	(530) 889-7141	Sutter	(530) 822-7215
Imperial	(760) 482-4438	Plumas	(530) 283-6337	Tehama	(530) 527-6824
Inyo	(760) 783-7868	Riverside	(951) 782-2974	Trinity	(530) 623-8209
Kern	(661) 868-0302	Sacramento	(916) 875-5881	Tulare	(559) 737-4660 ext. 0
Kings	(559) 584-1402 - Ask for "Nurse of the Day"	San Benito	(831) 637-5367	Tuolumne	(209) 533-7400
Lake	(707) 263-8929	San Bernardino	(909) 387-6280	Ventura	(805) 677-5200
Lassen	(530) 251-8183	San Diego	(619) 515-6555	Yolo	(530) 666-8645
Long Beach City	(562) 570-4000	San Francisco	(415) 554-2500	Yuba	(530) 741-6366
Los Angeles	(213) 240-8117				

One or more of the following chemicals may be applied to your property:

ADVANCE (Diflubenzuron) BOR-RAM (Disodium Octaborate Tetrahydrate) BORA-CARE (Disodium Octaborate Tetrahydrate) BORATHOR (Disodium Octaborate Tetrahydrate) CIMEXA (Silicon Dioxide) CY-KICK (Cyfluthrin) DRAGNET SFR(Permethrin) DRIONE INSECTICIDE DUST (Amor, Silica Aerogel, Pyrethrins, Piperonyl Butoxide) PHANTOM (Chlorfenapyr) PRELUDE (Permethrin) PREMISE 75 INSECTICIDE (Imidacloprid) PT TRI-DIE DUST (Amor, Silica Aerogel, Pyrethrins, Piperonyl Butoxide) RECRUIT HD (Noviflumuron) TAP INSULATION (Orthoboric Acid) TEMPO WP (Cyfluthrin) TEMPO SC ULTRA (Cyfluthrin) TIM-BOR (Disodium Octaborate Tetrahydrate) TERMIDOR (Fipronil) TTRELONA (Novaluron) VIKANE (Sulfuryl Fluoride) NOTE: Chloropicrin is use as a warning agent on all structural fumigations.

Thank you for calling Terminix. Should you have any questions regarding this report, please call 1-800-TERMINIX.

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BAKERSFIELD
3501 PEGASUS DR
BAKERSFIELD,CA 93308
8008473525

Contract #: 130239-062426233309-6454
Inspection Date:
Inspector: CHAVEZ, IVAN

Homeowner Name: NANCY MARQUEZ
Address: 3804 LOVERN AVE
City State Zip: BAKERSFIELD, CA,93309
Home Phone: 6618861803
Work Phone:

Ultimate Protection Home Pest Inspection

Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

EXTERIOR INSPECTION

PROPERTY DETAILS

Linear Feet:	204	Built Pre 1985:	☐	Primary Use:	Single Family Dwelling
# of Stories:	1	Roof Type:	Shingle Roof	Foundation Type:	Concrete
Construction Type:	Monolithic Slab	Siding:	Stucco	Industry Type:	
Square Footage:	1215	Lot Size:		# of Gas Meters:	1
Cubic Feet:	25	Eave Height:	8	Peak Height:	15

PROPERTY HAS A:

Cistern:	French Drain:	Well:
Visible Pond, Lake, Stream, or Waterway:		Sprinkler System Present:
Exterior Slab (False Porch) Over Basement Area:		Gas Meter Have 3' Clearance: ☒

CONDUCIVE CONDITIONS

Indications of pests, rodents, termites, wildlife, or other wood-destroying pests?	☒	Live Subterranean Termites Found?	☐
Damage Found?	☐	Trees/shrubs on or against home?	☒
Conditions on or around foundation conducive to termite attack?	☒	Foundation slab/wall visible?	☒
Conditions allowing water to collect around structure?	☒	Openings large enough for pest/rodent/wildlife entry?	☒
Gutters and downspouts clear of debris and standing water?	☐	Siding Less Than 6" From Grade:	☐
Styrofoam Insulation or "DRI-VIT" Below Grade?		Wood embedded in concrete?	

Breeding Sites: None

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INTERIOR INSPECTION

PROPERTY DETAILS

Sump Pump:	A/C - Heat Ducts in or Below Slab:
Plenum A/C - Heat System:	Radiant Heat:

CONDUCIVE CONDITIONS

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?	☒	Live Subterranean Termites Found?	☐
Damage Found?	☐	Obvious Signs Of Leaks?	☐
Musky Odors?	☒	Bath Traps Installed Where Applicable?	☒
Wall Separation/Cracks?	☒	Sagging Or Bouncing Floors?	☐

ATTIC

Number Of Attics: 1 Attic Access Location: Inside - Hatch

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests? ☐

Adequate Ventilation?	Obvious Signs Of Leaks?
Attic Vents Screened?	Asbestos Present?

CRAWL SPACE

Number Of Crawl Spaces: _____ Crawl Space Access Location: None

Height Of Crawl Space: _____ High Point Of Crawl Space: _____ Low Point Of Crawl Space: _____

Distance Between Joists: _____ Depth Of Joists: _____ # of electrical connections: _____

Indications of pests, rodents, termites, wildlife, fungi, or other wood-destroying pests? ☒

Wood debris, stored material or structure/ground contact?

Excessive Moisture?	Visible Plumbing Leaks?	Cracked foundation walls/supports?
Sagging Or Cracked Floor Joists?	Wood-Earth Contact?	Wood Debris In Crawl Space?
Inadequate Ventilation In Crawl Space?	Wood Embedded In Concrete?	Entire Crawl Space Accessible?

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

Patio, underside sheathing	Date:	06/24/2026

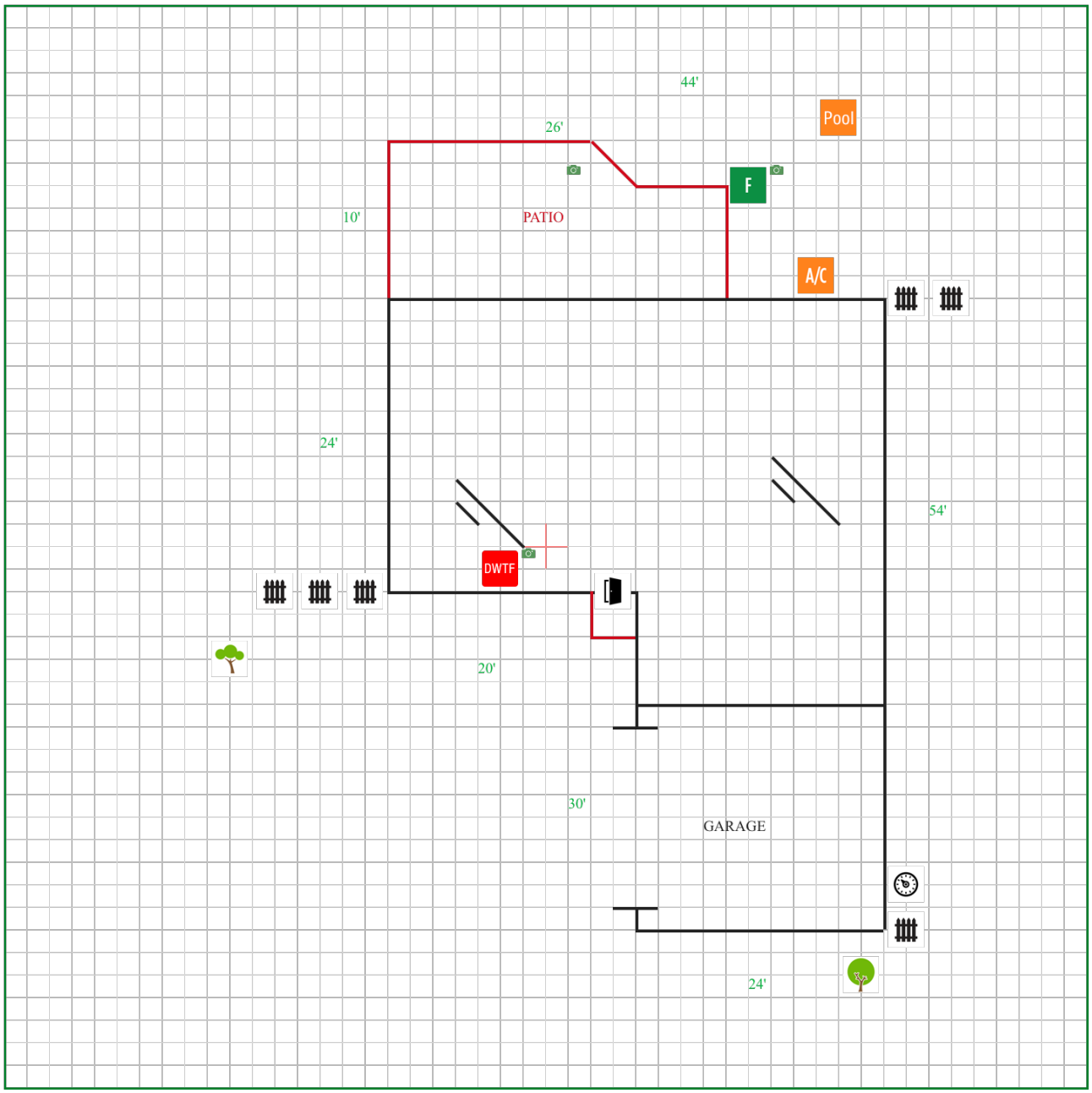
TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

	Date:	

BAKERSFIELD
3501 PEGASUS DR
BAKERSFIELD,CA 93308
8008473525

Contract #: 130239-062426233309-6454

Inspector: CHAVEZ, IVAN



Scale 1:

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph.

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FLOOR PLAN LEGEND

PROPERTY ELEMENTS

	Exterior Gas Grill		Water Shut-Off		Sprinkler Shut-Off		Gas Meter
A/C	Air Conditioner	EXTPNT	Exterior New Paint	EXTDW	Exterior Weather Door	FBINS	Foam Board Insulation
FD	French Drain	IAGARFW	Finished Garage Wall	INPNT	Interior New Paint	STL SHR	Stall Shower
Stump	Stump	SP	Sump Pump	VW	Visible Waterway	ZERPRO	Zero Property Line

KEY TO EVIDENCE

ACH	Access Holes Allowing Pest Entry		Ant Activity		Bed Bug Activity		Bird Activity
CAF	Carpenter Ants Fume	CALTK	Carpenter Ants Local Treatment	CBLTK	Carpenter Bee Local Treatment	CD	Cellulose Debris
C	Cistern	CRFWALL	Cracks In Foundation Wall	CRMS	Cracks In Stucco	DMP	Dampwood Termites
DWTLTK	Drywood Termites Local Treatment	DWTC	Drywood Termites (Existing Customer)	DWDFD	Drywood Termites Preventative Treatment	DWTF	Drywood Termites Fumigation
EC	Earth Contact	EM	Excessive Moisture	SUBAEM	Excessive Moisture In Subarea	ES	Exterior Slab Over Basement Area
FG	Faulty Grade	FGVENT	Faulty Grade At Vent	FGFW	Faulty Grade Flash Wall	FWD	Firewood At Foundation
FPW	Flaking Peeling Wall		Flies	F	Fungus	GNW	Gnaw Marks/Debris (Rodent)
HVEG	Heavy Vegetation	IAATTDUC	Inaccessible Area(s) Attic: Duct Work	IAATTINS	Inaccessible Area(s) Attic: Insulation	IAATCLR	Inaccessible Area(s) Attic: No Clearance
ATTNOP	Inaccessible Area(s) Attic: No Opening	IAATSTOR	Inaccessible Area(s) Attic: Storage	IAATTSTRC	Inaccessible Area(s) Attic: Closet Storage	IAATTEMP	Inaccessible Area(s) Attic: High Temp
IADECK	Inaccessible Area(s) Deck: No Clearance	IADECKFI	Inaccessible Area(s) Deck: No Clearance	IAGARST	Inaccessible Area(s) Garage: Storage	IA	Inaccessible Area(s)
IASUBA	Inaccessible Subarea	EMVENT	Inadequate Ventilation	LGAP	Large Gaps		Mice
	Mosquitoes	MSVC	Missing Screens/Vent Covers	PL	Plumbing Leak	WBB	Powder Post Beetles Fume
	Roaches		Rodents	RDT DRP	Rodent Droppings	TN LIN	Rodent Tunneling In Insulation
TN LSL	Rodent Tunneling Under Slab Or Concrete Pad	RDTW	Rodent Waste (Droppings)	RUB	Rub Marks (Rodent)	SBG	Siding Less Than 6" From Grade
	Spiders	STNDW	Standing Water in Subarea	STUCBG	Stucco Below Grade	SIBG	Styrofoam Insulation Or DRI-Vit Below Grade
SUBC	Subterranean Termites (Existing Customer)	SUBPB	Subterranean Termites Preventative Treatment	SUBLQT	Subterranean Termites Liquid Treatment	SUBLTK	Subterranean Termites Local Treatment
SUBB	Subterranean Termites Curative Bait	VENBG	Vent Below Grade	WTRS	Water Stains	DECKWS	Water Stains: Deck Stucco
GARWS	Water Stains: Garage Ceiling	ATTWS	Water Stains: Attic		Wildlife	WE MB	Wood Embedded In Concrete

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BAKERSFIELD
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BAKERSFIELD,CA 93308
8008473525

Contract #: 130239-062426233309-6454
Inspection Date: 06/24/2026
Inspector: CHAVEZ, IVAN

FLOOR PLAN LEGEND

MOSQUITO REPELLENT SYSTEM



10 ft. Cable



24 ft. Cable


Controller


Deck Mount


Ground Stake


Hardscape Base


Repeller

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FLOOR PLAN LEGEND

GENERAL TREATMENT SPECIFICATIONS

117	Trench or trench/rod soil adjacent to exterior foundation walls	117A	Vertically drill exterior attached slabs and treat soil beneath along point of attachment
118	Excavate soil beneath dirt-filled porch slab at point(s) of attachment to the structure and treat soil beneath	120	Vertically drill the dirt-filled porch slab and treat the soil beneath the slab along the point(s) of attachment to the structure
121A	Drill the exterior foundation wall of a crawl space or basement from the inside and treat the soil immediately beneath the dirt-filled porch slab by short-rodding along the point(s) of attachment to the structure		
121B	Drill through each side of the dirt-filled porch foundation wall per product label specifications and treat the soil immediately beneath the dirt-filled porch slab by short-rodding along the entire inside perimeter of the DFP		
121C	Drill foundation walls of the dirt-filled porch and treat the soil immediately beneath the slab by long-rodding adjacent to the entire inside perimeter of the DFP		
128	Trench, remove, and treat soil by the Backfill Method (see label)	129	Drill and treat voids of a double brick foundation wall per product label specifications
130	Drill and treat voids of a stone foundation wall per product label specifications	131	Drill and treat voids of a triple brick foundation wall per product label specifications
132	Drill and treat voids of a hollow block foundation wall per product label specifications	133	Drill and treat voids of a brick veneer foundation wall per product label specifications
134	Drill and treat all voids of a chimney per product label specifications	138	Drill and treat a subterranean termite infested wooden sill or plate
140	Drill and treat a subterranean termite infested wooden joist/s	145	Drill into voids of termite infested wood and inject product into inaccessible voids ,termite galleries and nests
146	Make small openings into termite shelter tubes and inject product inside	147	Make multiple openings into carton nests in building voids or in trees and make multiple injections of products to varying depths
160	Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply		
501	Install In-ground Monitoring Station		

NON-CHEMICAL TREATMENT SPECIFICATIONS

101	Provide at least 14” clearance between wood and soil in the crawl space	102	Install access to ceiling of basement for inspection and/or treatment
104	Install door/s to provide access for treating soil adjacent to plumbing	105	Install crawl space access door
106	Install Automatic Vents	109	Remove cellulose debris and/or any other debris that would interfere with inspection or treatment in the crawl space
109A	Remove form boards	110	Scrape off termite tunnels
111	Set wooden supports on concrete pads to properly insulate wood to soil contact	135	Cut off stucco at least 3” above grade and remove stucco below grade
149	Remove wood to ground contacts	152	Break ground contact on step stringers
161	Prepare floor surface for drilling	205	Install a vapor barrier over the soil of a crawl space
206	Install floor supports to provide additional support		

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FLOOR PLAN LEGEND

BASEMENT TREATMENT SPECIFICATIONS			
122	Vertically drill basement concrete slab floor and treat the soil beneath	144	Drill and treat basement door frames
CRAWL SPACE TREATMENT SPECIFICATIONS			
114	Trench or trench/rod soil adjacent to the inside of the foundation walls of a crawl space	115	Trench or trench and rod soil adjacent to the piers of a crawl space
116	Trench or trench and rod soil adjacent to soil pipes of a crawl space	119	Trench or trench and rod soil adjacent to a chimney of a crawl space
EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS			
900	Trap - Wildlife	901	Install Mushroom/Turbine Vent Cage - Roof
902	Seal Mushroom/Termite Vent - In Attic	903	Install Plumbing Vent Cap - Roof
904	Screen Gable Vent	905	Screen Foundation Vent
906	Screen Soffit Vent	907	Repair Roof Return
908	Seal Pipe Penetration	909	Seal Hole In Wall/Foundation, Floor, Etc.
910	Install One-Way Door Exclusion Cage	911	Install Garage Door Seal
912	Install Dryer Vent Cover - Wall	913	Install Oven Vent Cover - Wall
914	Install Oven Vent Cage - Roof	915	Install Chimney Cap
PRE-CONSTRUCTION TREATMENT SPECIFICATIONS			
171	Vertical treatment zone - trench or trench and rod soil adjacent to pillars and other interior foundation elements such as chimneys and soil pipes	172	Vertical treatment zone - trench or trench/rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sqft)
173	Horizontal treatment zone - make a horizontal treatment to the entire surface area of soil or substrate to be covered beneath the concrete slab	174	Vertical treatment zone - upon completion of grading along the outside of the exterior foundation wall, treat the backfill by trenching or trenching/rodding the soil adjacent to the exterior foundation wall
SLAB TREATMENT SPECIFICATIONS			
122A	Drill the slab per product label specifications along the expansion joint where two slabs meet and treat soil underneath	123	Treat soil adjacent to plumbing penetrations
123A	Drill the slab along one side of the partition wall per product label specifications and treat the soil beneath	123AA	Drill the slab along both sides of a load-bearing wall per product label specifications and treat the soil beneath
124	Drill through the exterior foundation wall immediately below the slab per product label specifications and treat the soil beneath by short-rodding from the outside	126	Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab

Contract #: 130239-062426233309-6454

Property Work Authorization And Service Agreement

Related Repair

Purchaser (print name)	NANCY MARQUEZ	**Home Phone**	6618861803	**Work Phone**	
Purchaser Mailing Address	, ,				
Property Address	3804 LOVERN AVE, BAKERSFIELD,CA 93309				
Description of Structure(s) Covered	Garage/Carport,House			**Email**	economuconstruction@gmail.com
Description of Service(s)	Remove and replace damaged wood as indicated on report, primer paint new wood.				

SERVICE / PAYMENT TERMS

SERVICE(S) PURCHASED Installation *	$	1595.00

*Excludes tax (if applicable)

In addition to service fees and applicable taxes, Terminix invoices contain an Environmental and Safety surcharge. This surcharge accounts for ongoing costs of maintaining environmental, health, and safety initiatives for Terminix employees and customers. Surcharge is subject to change.

Services will be performed in a workman-like manner. Terminix reserves the right to sub-contract the work to a contractor chosen by Terminix. This Service Agreement can be canceled at any time prior to service delivery by the Purchaser by notifying Terminix in writing or by telephone. This Service Agreement does not guarantee against present or future termite damage to Purchaser's property or possessions. This Service Agreement does not provide for repairs or compensation resulting from any defective materials or workmanship, except as provided for in paragraph 1 ("Limited Warranty") on the reverse side of this agreement.

ANY ADDITIONAL PROVISIONS ATTACHED HERETO INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND IF APPLICABLE TO SERVICE, THE INSPECTION GRAPH DATED 06/24/2026 **ARE PART OF THIS AGREEMENT.**

Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state-requireddocuments for the pesticide(s), which will be used to treat the above-named property.

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Purchaser Name:	NANCY MARQUEZ	Purchaser (Signature):		Date:	
Representative Name:	CHAVEZ, IVAN	Representative (Signature):		Date:	
Terminix Branch Phone:	8008473525				
Terminix Branch Address:	3501 PEGASUS DR, BAKERSFIELD, CA 93308				

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1.800.TELLTMX (1.800.835.5869).

FOR TEXAS RESIDENTS: Licensed and regulated by Texas Department of Agriculture, PO Box 12847, Austin, TX 78711-2847 Phone 1.866.918.4481 Fax 1.888.232.2567.

MD License HIC Reg # 141049 shall be exhibited, as required by Maryland Home Improvement Commission Regulations.
NJ License HIC Reg #NJHIC-13VH01287900 shall be exhibited, as required by N.J. Division of Consumer Affairs
PA License HIC Reg # PA1112363 shall be exhibited, as required by PA Office of the Attorney General

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TERMS AND CONDITIONS

1. **LIMITED WARRANTY.** Terminix warrants that the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation installed by it will be free from defects in material or workmanship for a period of one (1) year from the date of installation. If any Floor Support(s) move(s) from the location where installed, or if any part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation fail(s) during this period because of defective work- manship, the customer should notify the nearest Terminix office. If the customer is unsure where the nearest office is located, then the customer should write Terminix International, 860 Ridge Lake Boulevard, Memphis, Tennessee 38120. Terminix will then send a representative out to examine the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation. If the examination, in the judgement of Terminix, indicates that any part of the Floor Support(s), Auto- Vent(s), Vapo-Check and/or R-Plus Insulation has or have failed because of defective material or workmanship or has or have moved then Terminix will, at its option, either replace or repair the part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation without charge to the customer. These Warranties do not apply, and Terminix assumes no responsibility for any damages that arise in any case where Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation has or have been either tampered with or altered in any way.

2. **NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim arising out of or relating to this Agreement must be made to Terminix during the term of this Agreement. Purchaser must allow Terminix access to the identified property for purpose contemplated by this Agreement, including but not limited to reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix, and failure to allow Terminix such access will terminate this Plan without further notice.

3. **DISCLAIMER.**

   A. Terminix's liability under this agreement will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fire, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances beyond the control of Terminix.

   B. This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for:
   1. Any and all damage resulting from termites and/or any other wood destroying organisms.

   2. Moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage.

   3. Concrete or masonry failure or grade alterations.

   4. Inherent structural problems, including but not limited to, wood to ground contacts.

   5. Termites entering any rigid foam, wooden or cellulose containing component in contact with the earth and the identified property regardless of whether the component is a part of the identified property.

   6. Damage resulting from or services required for moisture conditions, including but not limited to fungus damage.

   7. Damage resulting from or services required for concrete or masonry failure of grade alterations.

   8. Inherent structural problems or damage resulting from such problems.

   C. This agreement does not provide coverage for any variety of termite or any other wood destroying insects.

   EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, STIGMA AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the annual renewal charge or terminate this Agreement.

5. **NON-PAYMENT, DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this agreement.

6. **ENTIRE AGREEMENT.** This Contract, these Terms and Conditions and the Inspection Graph constitute the entire Agreement between the parties and no other representations or statements will be binding upon the parties.

7. **MANDATORY ARBITRATION.** Purchaser and Terminix agree that any claim, dispute or controversy ("Claim") between them or against the other or the employees, agents or assigns of the other, and any Claim arising from or relating to this Agreement or the relationships which result from this agreement, including but not limited to any tort or statutory Claim, shall be resolved by neutral binding arbitration by the American Arbitration Association ("AAA"), under the Rules of the AAA in effect at the time the Claim is filed ("AAA Rules"). Any arbitration hearing at which the parties appear personally will take place at a location within the United States federal judicial district in which Purchaser resides. AAA Rules and forms may be obtained and all claims shall be filed at any AAA office, www.adr.org or by calling 1-800-778-7879. Each party shall be responsible for paying its own attorneys' fees, costs and expenses; the arbitration fees and arbitrator compensation shall be payable as provided in the AAA Rules. However, for a Claim of $15,000 or less brought by Purchaser in his/her/its individual capacity, if Purchaser so requests in writing, terminix will pay Purchaser's arbitration fees and arbitrator compensation due to the AAA for such Claim to the extent they exceed any filing fees that the Purchaser would pay to a court with jurisdiction over the Claim. The arbitrator's power to conduct any arbitration proceeding under this arbitration agreement shall be limited as follows: any arbitration proceeding under this agreement will not be consolidated or joined with any arbitration proceeding under any other agreement, or involving any other property or premises, and will not proceed as a class action or private attorney general action. The foregoing prohibition on consolidated, class action and private attorney general arbitrations is an essential and integral part of this arbitration clause and is not severable from the remainder of the clause. The decision of the arbitrator shall be a final and binding resolution of the Claim. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of this arbitration agreement or of the arbitrator's award. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.

8. **SEVERABILITY.** If any part of this agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.

9. **Notice for California Consumers:** In order to establish an account and provide you with service, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at www.terminix.com/privacy.

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TERMINIX®

Contract #: 130239-062426233309-6454

DRYWOOD TERMITE ONE-TIME PLAN

THIS AGREEMENT PROVIDES FOR THE ARRANGEMENT OF TREATMENT OF A STRUCTURE FOR DRYWOOD TERMITES (*KALOTERMES SPP.*, *INCISITERMES SPP.*, *CRYPTOTERMES SPP.*) BUT SUBJECT TO THE EXCLUSIONS AND LIMITATIONS ON PAGE 2, DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY SUCH DRYWOOD TERMITES.

PLEASE READ THIS ENTIRE DOCUMENT, INCLUDING THE "TERMS AND CONDITIONS," BEFORE SIGNING.

Purchaser:	NANCY MARQUEZ	Home Phone:	6618861803	Work Phone:	
Purchaser Mailing Address	, ,				
Property Address	3804 LOVERN AVE, BAKERSFIELD,CA 93309				
Description of Structure(s) Covered	Garage/Carport,House			Email:	economuconstruction@gmail.com

SERVICE / PAYMENT TERMS

Drywood Termite One-Time Plan*	$	2750.00

*Excludes tax (if applicable)

THE TREATMENT IS ONLY FOR THE CONTROL OF THE STRUCTURE(S) AS IDENTIFIED ON THE INSPECTION GRAPH(S) FROM DRYWOOD TERMITES (*KALOTERMES SPP.*, *INCISITERMES SPP.*, *CRYPTOTERMES SPP.*) (COLLECTIVELY "DRYWOOD TERMITES") INFESTATIONS. THE TREATMENT DOES NOT CONTROL FROM SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SSP.*, *HETEROTERMES SPP.*), ASIAN TERMITES (*COPTOTERMES GESTROI SPP.*) AND FORMOSAN TERMITES (*COPTOTERMES SPP.*) INFESTATIONS OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, DAMPWOOD TERMITES, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI.

TERMINIX MAY ARRANGE FOR THE PERFORMANCE OF THE WORK TO ANOTHER LICENSED COMPANY. TERMINIX SHALL NOTIFY YOU, THE PURCHASER, IF THE WORK SHALL BE PERFORMED BY AN ENTITY OTHER THAN TERMINIX. IN THE EVENT THAT THE WORK IS TO BE PERFORMED BY A SEPARATE ENTITY, YOU, THE PURCHASER, CONSENT AND AGREE TO THE WORK BEING PERFORMED BY SUCH ENTITY.

PURCHASER SIGNATURE _____

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

For All Residents:

- As required, Terminix has provided the Purchaser with a copy of any federal, state or locally required documents regarding the treatment for the above-named property.

For California Residents:

- Terminix has provided to Purchaser for review and execution the *Wood Destroying Pests and Organisms Inspection Report* as required by Cal. Bus. & Prof. Code §8516, which, along with the Inspection Graph referenced on Page 2 and any service records provided to Purchaser, is a part of this Agreement and is incorporated by reference herein.
- Purchaser will be or has been provided with the *Notice to Owner/Tenant* as required by Cal. Bus. & Prof. Code §8538.
- Purchaser will be or has been provided with the *Occupants Fumigation Notice and Pesticide Disclosure Statement* as required by Cal. Code of Regulations, Title 16, Article 4, §1970.4.
- Purchaser will be or has been provided with the following Notices: (a) *Preparation by Owner or Occupant Prior to Fumigation Notice* and (b) *Fumigation Services Notice*.

For Florida Residents:

- A treatment sticker will be placed on the electrical box by the service provider upon job completion.

PURCHASER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1-2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS IN SECTIONS 17 AND 18 OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. PURCHASER AGREES THAT THE INSPECTION GRAPH AND THE WOOD DESTROYING ORGANISM APPLICATION RECORD PROVIDED TO PURCHASER CONSTITUTES PART OF THIS AGREEMENT AND IS FULLY INCORPORATED BY REFERENCE.

Purchaser Name:	NANCY MARQUEZ	Purchaser (Signature):		Date:	
Representative Name:	CHAVEZ, IVAN	Representative (Signature):		Date:	
Terminix Branch Phone:	8008473525	Terminix Branch Charter No.:			
Terminix Branch Address:	3501 PEGASUS DR, BAKERSFIELD, CA 93308				

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1.800.TELLTMX (1.800.835.5869).

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TERMSANDCONDITIONS

1. **CALIFORNIA-ONLY CONSUMER INFORMATION:**

   (a) **CAL. BUS. & PROF. CODE §8516 REQUIREMENT.** Terminix shall conduct a full inspection of the Structures for wood destroying pests and organisms and provide a written report to Purchaser within ten (10) business days of the date of the inspection and prior to commencing the provision of any services under this Agreement in accordance with Cal. Bus. & Prof. Code §8516.

   (b) **NOTICE OF WORK COMPLETED AND NOT COMPLETED.** Within ten (10) business days of the date of the completion of the initial fumigation service, Terminix will file with the California Structural Pest Control Board and furnish to Purchaser a copy of the written Notice of Work Completed and Not Completed in accordance with Cal. Bus. & Prof. Code §8518 and Title 16, Article 4, §1996.2 of the California Code of Regulationsrespectively.

2. **GENERAL DESCRIPTION.** By executing this Drywood Termite Plan (hereinafter the "Agreement"), Purchaser and Terminix agree that: a) Terminix shall procure on Purchaser's behalf the Services (as defined below) at the Structures identified on page 1 of this Agreement and b) Purchaser shall pay Terminix the Fees stated on the face of this Agreement in exchange for the procurement of such Services.

3. **FEES.** Purchaser shall pay the fees based upon the Payment Option selected by Purchaser.

4. **INSPECTION GRAPH.** This Inspection Graph, prepared by Terminix and provided to Purchaser, is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/ damage. Terminix is not responsible for repairs to damages identified on the Inspection Graph. In addition, hidden damage or infestation may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc., to search for hidden damage or infestation was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises depicted in the Inspection Graph represents the entirety of the damage or infestation which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any damages to the Structures including, without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of the Inspection Graph. If X (circled or not) appears on the Inspection Graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.

5. **LIMITED PLAN SERVICES.** Purchaser and Terminix agree that the Services shall consist exclusively of the following (hereinafter collectively the "Services"): Purchaser authorizes Terminix on Purchaser's behalf to (a) Arrange for the Services to be performed by a third party (the "Provider"), as applicable; (b) When necessary, issue a work order to the Provider to perform Services at Purchaser's Structures to control for and/or mitigate against infestation of Drywood termites; (c) Pay the Provider upon completion of the Services and after acknowledgment by the Purchaser that the Services have been satisfactorily completed.

6. **LICENSES, PERMITS, SAFETY RULES AND OTHER LAWS.** Each Provider shall be properly licensed, permitted and credentialed, as required by applicable laws and regulations. The Provider shall be solely responsible to Purchaser for obtaining any and all licenses which are legally required to perform the Services. The Provider shall also be solely responsible to Purchaser for the Services being performed in compliance with all applicable safety rules, pest control regulations and other laws and regulations.

7. **LIMITED PLAN SERVICES; NO COVERAGE FOR DAMAGES.** The sole obligation of Terminix is as follows: (a) Perform the Services at the Structures identified on page 1 of this Agreement and (b) During the ninety (90) day period immediately following the Effective Date, if requested by Purchaser, conduct a full inspection of the Structures for Drywood termite activity and, if activity is found, retreat the area(s) of activity with liquid spot treatments, if necessary, to control for infestations of Drywood termites, as determined by Terminix in its sole discretion. Subsequent to the ninety (90) day period, Terminix has no obligation to re-inspect the Structures. This Agreement expires ninety (90) days following the Effective Date and may not be renewed or extended by Purchaser. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY DRYWOOD TERMITES, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE DATE OF ANY TREATMENT. All corrections of infestations covered by this Agreement shall be completed within 6 months of discovery, unless otherwise agreed to in writing by the parties.

8. **NOTICE OF CLAIMS; TIMING.** Any claim made by Purchaser for Terminix to repair any Covered Damage must be made in writing to Terminix during the Initial Term, any Renewal Term or within the one (1) year following the expiration or termination of this Agreement ("Claim Period"). Purchaser's failure to provide such written notice of a claim within the Claim Period shall constitute an intentional waiver of any such claim.

9. **PURCHASER RESPONSIBILITIES.** Purchaser agrees to pay Terminix according to these Terms and Conditions. Purchaser agrees to provide Provider with access to work areas of the Structures during working hours. The failure to allow Terminix and/ or Provider such access will allow Terminix to terminate this Agreement without further notice. Purchaser agrees that if Purchaser or anyone Purchaser controls interferes with or delays performance of the Services, Purchaser may be subject to additional fees.

10. **PURCHASER SATISFACTION.** Subject to Purchaser's Cooperation (as defined below), if Purchaser is not satisfied with the services rendered, upon the request of Purchaser and as Purchaser's sole and exclusive remedy, at no additional cost(s) to Purchaser Terminix shall reapply and/or retreat pesticides to the Structure(s) as is reasonably necessary to control for and mitigate against acute infestations of Standard Pests and/or Premium Pests, as the case may be.

11. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY DRYWOOD TERMITES, OTHER THAN AS SPECIFICALLY STATED HEREIN. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING THE SERVICES DELIVERED BY PROVIDER. TERMINIX DOES WARRANT THAT THE SERVICES DELIVERED BY PROVIDER WILL BE PERFORMED BY PROVIDER IN A GOOD AND WORKMANLIKE MANNER. TERMINIX'S WARRANTY THAT THE SERVICES WILL BE PERFORMED BY THE PROVIDER IN A GOOD AND WORKMANLIKE MANNER DOES NOT COVER, AND TERMINIX WILL NOT BE RESPONSIBLE FOR, ANY DEFECT IN SUCH SERVICES DUE TO ANY DEFECT, WEAKNESS OR DANGEROUS CONDITION IN THE STRUCTURES, OR OTHER PRE-EXISTING PHYSICAL OR ENVIRONMENTAL HAZARD. TERMINIX'S WARRANTY FOR PROVIDER'S SERVICES SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.

    TERMINIX'S PROCUREMENT OF THE SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, TERMINIX AND ITS AFFILIATES (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE DELIVERED BY PROVIDER OR ANY OTHER THIRD PARTY AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESSED WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES WILL BE ERROR FREE OR FREE OF HARMFUL COMPONENTS.

12. **FORCE MAJEURE.** Terminix shall not be liable to Purchaser for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage. Additionally, Terminix shall not be liable to Purchaser and this Agreement shall be automatically terminated in the event the Structure(s) are destroyed or substantially damaged due to an event beyond Terminix's reasonable control including, but not limited to, acts of God, fires, storms, hurricanes, floods or earthquakes.

13. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Terminix will not be responsible for, damage resulting from or services required for: (a) termites and/ or any other wood-destroying organisms, except as specifically provided herein this Agreement; (b) moisture conditions including, but not limited to, fungus damage and/ or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems including, but not limited to, wood-to-ground contacts; (e) termites entering any rigid foam, wooden or cellulose-containing components in contact with the earth and the Structures, regardless of whether the component is a part of the Structures; and (f) the failure of Purchaser to properly cure at Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation.

14. **CHANGE IN LAW.** In the event of a change in existing law as it pertains to the Services herein, Terminix reserves the right to terminate this Agreement.

15. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement without notice. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.

16. **SEVERABILITY**. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any

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part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 17 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act and Federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.

20. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties.

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Summary of Charges

	Product	Renewals	Amount	Tax	Discount	Total Amount
Special Charges	Related Repair		$1595.00	$0.00	$0.00	$1595.00
Special Charges	Tent Defend System		$2750.00	$0.00	$0.00	$2750.00
					Grand Total:	$4345

Product	Merchandise	Quantity

Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process this one-time payment without further signature or authorization from me.

$

Payment Authorization

Purchaser Name: NANCY MARQUEZ **Purchaser (Signature):** _____ Date: _____

AUTOPAY: Purchaser authorizes Terminix and affiliates including SMAC to automatically debit Purchaser's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix's receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser's obligations under this Agreement.

Autopay Authorization

Purchaser Name: NANCY MARQUEZ **Purchaser (Signature):** _____ Date: _____

SMAC Authorization

Purchaser Name: NANCY MARQUEZ **Purchaser (Signature):** _____ Date: _____

Providing Exterminating Solutions Today, Inc. (P.E.S.T.)

CALIFORNIA CUSTOMER AGREEMENT FOR STRUCTURAL FUMIGATION -RESIDENTIAL-

THIS AGREEMENT IS FOR P.E.S.T. OR A CONTRACTOR SELECTED BY P.E.S.T. TO PROVIDE FUMIGATION TREATMENT OF A STRUCTURE CURRENTLY UNDER CONTRACT WITH RENTOKIL NORTH AMERICA, INC. DBA TERMINIX TO CONTROL DRYWOOD TERMITES (KALOTERMES SPP. INCISITERMES SPP., CRYPTOTERMES SPP.) OR OTHER TARGET PESTS AS PER THE APPLICABLE PRODUCT LABEL. THE SERVICES BEING PERFORMED BY P.E.S.T. ARE BEING PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF YOUR CONTRACT WITH TERMINIX.

Purchaser	NANCY MARQUEZ	Home Phone	6618861803	Work Phone	
Purchaser Mailing Address	, ,				
Property Address	3804 LOVERN AVE, BAKERSFIELD,CA 93309				
Description of Structure(s) Covered				Email	economuconstruction@gmail.com

THE FUMIGATION SERVICES IDENTIFIED HEREIN MAY BE PERFORMED BY P.E.S.T., OR MAY BE PERFORMED BY ANOTHER CONTRACTOR SELECTED BY P.E.S.T.

P.E.S.T. IS NOT RESPONSIBLE FOR WOOD DESTROYING ORGANISM DAMAGE OR DAMAGE RESULTING FROM FUMIGATION TREATMENT. CUSTOMER UNDERSTANDS THAT FUMIGATION OF THE STRUCTURE DOES NOT GUARANTEE THAT ALL TARGET PESTS WILL BE EXTERMINATED OR THAT ALL TARGET PESTS WILL NOT RETURN. CUSTOMER ACKNOWLEDGES THAT WOOD DESTROYING ORGANISM INFESTATION AND DAMAGE MAY BE PRESENT OR MAY OCCUR IN THE FUTURE AND IN EXCHANGE FOR THE SERVICES PROVIDED BY PEST WAIVES ANY CLAIM OR LIABILITY AS TO PEST FOR THE SAME. CUSTOMER ACKNOWLEDGES THAT THE PROCESS OF FUMIGATION MAY RESULT IN DAMAGE TO THE STRUCTURE AND/OR ITS CONTENTS, INCLUDING LANDSCAPING NEAR THE STRUCTURE AND HEREBY ASSUMES ALL RISK THEREOF AND WAIVES ANY CLAIM FOR THE SAME AS TO PEST. CUSTOMER ACKNOWLEDGES THAT IT IS POSSIBLE THAT ILLEGAL ENTRY BY THIRD PARTIES MAY OCCUR DURING THE PROCESS OF FUMIGATION AND THAT CUSTOMER ASSUMES THE RISK THEREOF AND ASSUMES RESPONSIBILITY FOR THE REMOVAL OR SAFEGUARDING OF THE STRUCTURE AND VALUABLES THEREIN. CUSTOMER ACKNOWLEDGES THAT PEST DOES NOT PROVIDE SECURITY AGAINST ILLEGAL ENTRY BY THIRD PARTIES AND WAIVES ANY CLAIM AGAINST PEST AS A RESULT THEREOF.

CONSIDERATION FOR SERVICES PERFORMED BY P.ES.T. AS DEFINED BY THIS AGREEMENT HAS BEEN SATISFIED BY TERMINIX AND CUSTOMER'S ACCEPTANCE OF SERVICES FROM P.E.S.T. THERE IS NO SEPARATE AMOUNT OWED BY CUSTOMER TO P.E.S.T. FOR THE SERVICES DEFINED BY THIS AGREEMENT. P.E.S.T. IS NOT RESPONSIBLE FOR COLLECTION OF ANY AMOUNT OWED TO TERMINIX BY CUSTOMER.

CUSTOMER WILL COOPERATE WITH P.E.S.T. WITH RESPECT TO THE EXECUTION OF ANY ADDITIONAL NOTICES AND ALL PREPARATION AND SAFETY DIRECTIVES REASONABLY NECESSARY FOR P.E.S.T. TO SAFELY PERFORM THE SERVICES OUTLINED IN THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

A TREATMENT TAG WILL BE PLACED IN THE ATTIC, SUB-AREA, OR A CONSPICUOUS PLACE IF THE PROPERTY DOES NOT HAVE EITHER UPON JOB COMPLETION.

CUSTOMER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1–2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer Rules, as applicable.

Customer or Representative (signature) _ Date _____

Customer or Representative (Name and/or title) NANCY MARQUEZ

Authorized Agent (signature)

Authorized Agent (Name and Title) CHAVEZ, IVAN Terminix Sales Professional

Company License No. 8150

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TELLTMX (1-800-835-5869).

TERMS AND CONDITIONS

1. **LIMITED SERVICES; NO COVERAGE FOR DAMAGES.** The sole obligation of PEST under this agreement is to provide the following Services: Treat the Structures as described on the Inspection Graph that has been prepared by Terminix and attached to your Terminix contract, and to re-fumigate the Structures for one year thereafter, at Terminix's sole discretion. THIS AGREEMENT DOES NOT COVER AND PEST SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, FOR ANY OTHER OBLIGATION.

2. **ACCESS TO PROPERTY.** Customer must allow PEST access to the Structures for any purpose contemplated by this Agreement including, but not limited to, re-inspections, whether the inspections were requested by the customer or considered necessary by Terminix or the PEST Failure to allow PEST such access will terminate this Agreement without further notice.

3. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, SUBCONMTRACTOR DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF PEST SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY DRYWOOD TERMITES. THIS AGREEMENT DOES NOT GUARANTEE, AND PEST DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING ANY TREATMENTS.

4. **FORCE MAJEURE.** PEST shall not be liable to customer for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, fires, floods, earthquakes, strikes, unavailability of necessary materials or utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.

5. **CHANGE IN LAW.** PEST performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, PEST reserves the right to revise or terminate this Agreement.

6. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

7. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in or near the location of the Structure identified in this Agreement.

8. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

9. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.

10. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.

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BAKERSFIELD
3501 PEGASUS DR
BAKERSFIELD,CA 93308
8008473525

Contract #: 130239-062426233309-6454
Inspection Date: 06/24/2026
Inspector: CHAVEZ, IVAN

Product Labels & Safety Data Sheets

Product Labels & Safety Data Sheets, please visit: https://lycensed.com/orgs/terminix/public/chemical_documents
For NY customers, please select 'NY' as your locale

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