

**WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT**

Building No. 4801 BOONE DR, FREMONT, 94538	Street, City, Zip	Date of Inspection 09/19/2024	Number of Pages 6
TERMINIX INTERNATIONAL, BRANCH #2342 6678 OWENS DR STE 100 PLEASANTON, CA 94588 PH: 9494589393		Firm Registration No PR 0801 Report No.: 124273-091924160123-2017	
Ordered by: NYLA QUINTANA STURGIS 4801 BOONE DR FREMONT CA 94538	Property Owner or Party of Interest: NYLA QUINTANA STURGIS 4801 BOONE DR FREMONT CA 94538	Report sent to: NYLA QUINTANA STURGIS 4801 BOONE DR FREMONT CA 94538	
COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>			
General Description: 1 Story(s), Single Family Dwelling, Attached Garage, Not Occupied and Not Furnished		Inspection Tag Posted: Garage	
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.		Other Tags Posted: None	
Subterranean Termites <input type="checkbox"/> Drywood Termites <input type="checkbox"/> Fungus / Dryrot <input type="checkbox"/> Other Findings <input type="checkbox"/> Further Inspection <input 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.			

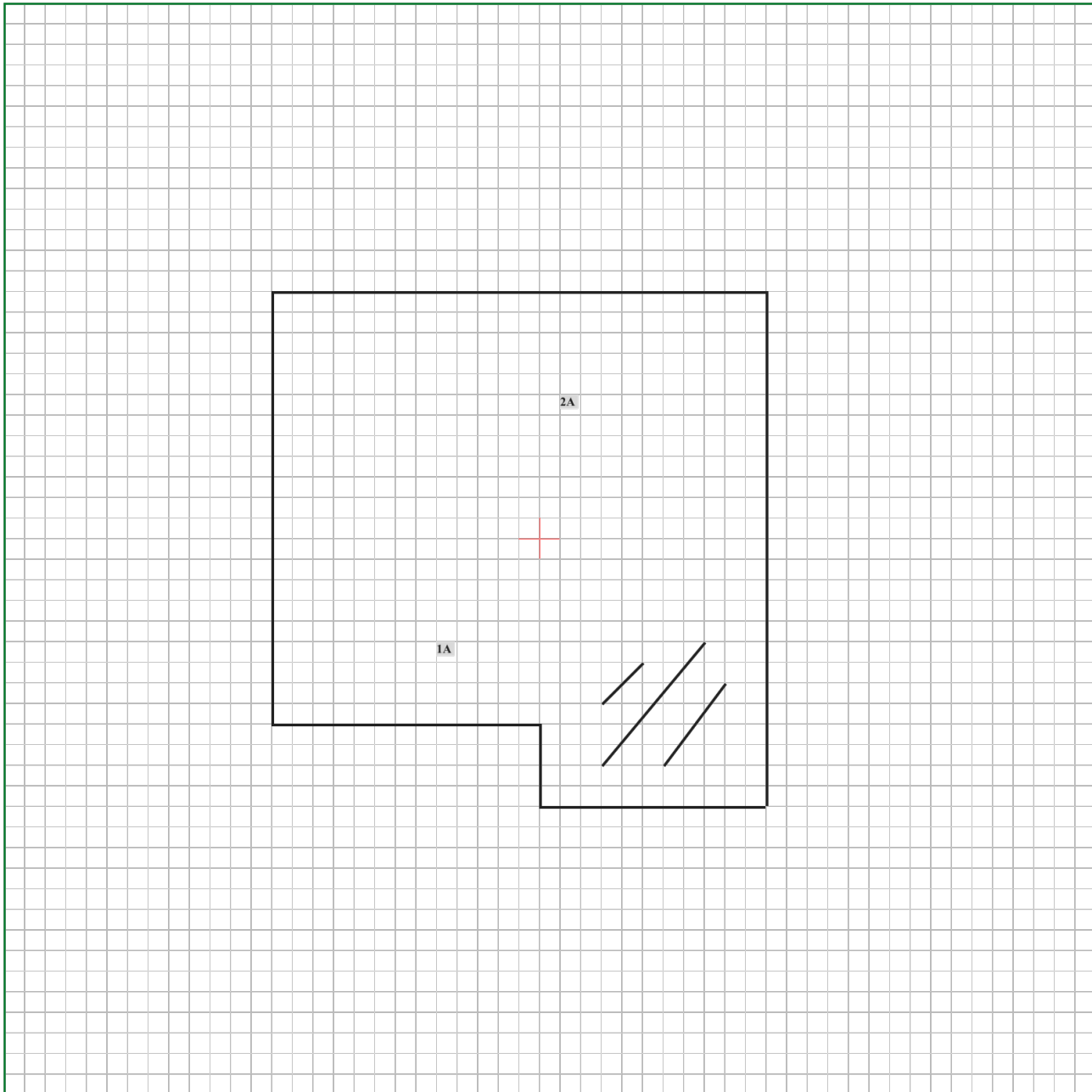
**(PLEASE SEE THE GRAPH DIAGRAM ON THE FOLLOWING PAGE)**

Inspected by: ORTEGA, HECTOR State License No. FR 66329 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](http://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.



EAST BAY RESIDENTIAL  
6678 OWENS DR STE 100  
PLEASANTON, CA 94588  
9494589393

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Inspector: ORTEGA, HECTOR

#### 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.

**NOTE:** This is a separated report which is defined as section I/section II conditions evident on the date of the inspection. Section I contains items where there is visible 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 items are defined as recommendations to inspect areas which during the original inspection did not allow the inspector access to complete the inspection and cannot be defined as



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section I or section II.

## SEE BELOW FOR YOUR FINDINGS AND RECOMMENDATIONS:

### Subterranean Termites

#### Item 1A

FINDING: No evidence of subterranean termites was noted at the time of this inspection. However, the absence of subterranean termite activity is no assurance that future infestations will not occur. Preventative service can be rendered according to the following recommendation(s).

RECOMMENDATION: Install a subterranean termite baiting system for the prevention of subterranean termites. Installation of a subterranean termite baiting program will require periodic monitoring by Terminix technicians.

### Drywood Termites

#### Item 2A

FINDING: No evidence of drywood termites was noted in visible and accessible areas at the time of this inspection. However, the absence of visible evidence is no assurance that future infestations will not occur or that current infestations do not already exist in areas that are not visible and inaccessible to inspection. Preventative service can be rendered according to the following recommendation.

RECOMMENDATION: Apply a preventative treatment to exposed wood surfaces and potential entry points on the exterior, in the attic as well as the subarea (if there is a subarea) with properly labeled an approved termiticide(s). The terms and conditions of this service are detailed in your program agreement. Annual inspection is required.

NOTE: This finding/recommendations is section II



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**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, contact 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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Homeowner Name: NYLA QUINTANA STURGIS  
Address: 4801 BOONE DR  
City State Zip: FREMONT, CA, 94538  
Home Phone: 5102464450  
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:	<u>182</u>	Built Pre 1985:	<input checked="" type="checkbox"/>	Primary Use:	<u>Single Family Dwelling</u>
# of Stories:	<u>1</u>	Roof Type:	<u>Shingle Roof</u>	Foundation Type:	<u>Concrete</u>
Construction Type:	<u>Accessible Crawlspace</u>	Siding:	<u>Stucco</u>	Industry Type:	_____
Square Footage:	<u>1152</u>	Lot Size:	_____	# of Gas Meters:	_____
Cubic Feet:	_____	Eave Height:	_____	Peak Height:	_____

### 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:	

### CONDUCTIVE CONDITIONS

Indications of pests, rodents, termites, wildlife, or other wood-destroying pests?	<input checked="" type="checkbox"/>	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:		



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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: \_\_\_\_\_

### CONDUCTIVE 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: 1 Crawl Space Access Location: Inside

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

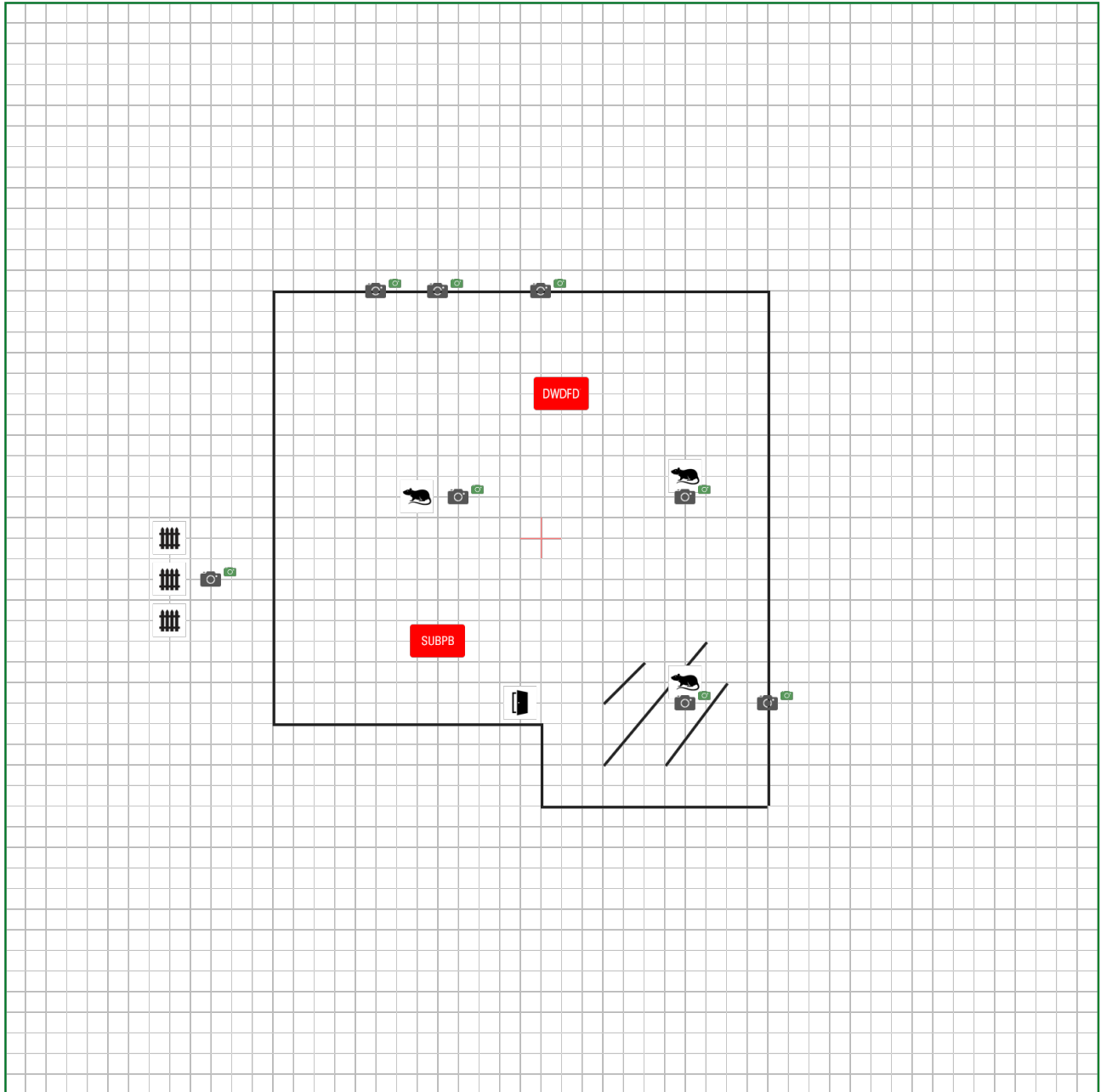
No visible damage found at time of inspection

Date: 09/19/2024

### TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

Date:





### 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
	Air Conditioner		Exterior New Paint		Exterior Weather Door		Foam Board Insulation
	French Drain		Finished Garage Wall		Interior New Paint		Stall Shower
	Stump		Sump Pump		Visible Waterway		Zero Property Line

### KEY TO EVIDENCE

	Access Holes Allowing Pest Entry		Ant Activity		Bed Bug Activity		Bird Activity
	Carpenter Ants Fume		Carpenter Ants Local Treatment		Carpenter Bee Local Treatment		Cellulose Debris
	Cistern		Cracks In Foundation Wall		Cracks In Stucco		Dampwood Termites
	Drywood Termites Local Treatment		Drywood Termites (Existing Customer)		Drywood Termites Preventative Treatment		Drywood Termites Fumigation
	Earth Contact		Excessive Moisture		Excessive Moisture In Subarea		Exterior Slab Over Basement Area
	Faulty Grade		Faulty Grade At Vent		Faulty Grade Flash Wall		Firewood At Foundation
	Flaking Peeling Wall		Flies		Fungus		Gnaw Marks/Debris (Rodent)
	Heavy Vegetation		Inaccessible Area(s) Attic: Duct Work		Inaccessible Area(s) Attic: Insulation		Inaccessible Area(s) Attic: No Clearance
	Inaccessible Area(s) Attic: No Opening		Inaccessible Area(s) Attic: Storage		Inaccessible Area(s) Attic: Closet Storage		Inaccessible Area(s) Attic: High Temp
	Inaccessible Area(s) Deck: No Clearance		Inaccessible Area(s) Deck: No Clearance		Inaccessible Area(s) Garage: Storage		Inaccessible Area(s)
	Inaccessible Subarea		Inadequate Ventilation		Large Gaps		Mice
	Mosquitoes		Missing Screens/Vent Covers		Plumbing Leak		Powder Post Beetles Fume
	Roaches		Rodents		Rodent Droppings		Rodent Tunneling In Insulation
	Rodent Tunneling Under Slab Or Concrete Pad		Rodent Waste (Droppings)		Rub Marks (Rodent)		Siding Less Than 6" From Grade
	Spiders		Standing Water in Subarea		Stucco Below Grade		Styrofoam Insulation Or DRI-Vit Below Grade
	Subterranean Termites (Existing Customer)		Subterranean Termites Preventative Treatment		Subterranean Termites Liquid Treatment		Subterranean Termites Local Treatment
	Subterranean Termites Curative Bait		Vent Below Grade		Water Stains		Water Stains: Deck Stucco
	Water Stains: Garage Ceiling		Water Stains: Attic		Wildlife		Wood Embedded In Concrete



## 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-rodging 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-rodging 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-rodging 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		



## 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
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### 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





Other



Other



Other



Other



Other



Other



### PestFree365+ Service Agreement

**THIS AGREEMENT PROVIDES FOR SERVICES TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF CERTAIN INSECTS, SPIDERS AND RODENTS. TERMINIX SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DISEASE OR ILLNESS RESULTING FROM BITES, INFESTATION OR CONTAMINATION OR FOR THE REPAIR OF ANY DAMAGE TO THE STRUCTURE(S) ON THE PREMISES CAUSED BY SUCH INSECTS, SPIDERS OR RODENTS.**

Customer NYLA QUINTANA STURGIS Home Phone 5102464450 Work Phone \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 Property Address 4801 BOONE DR, FREMONT, CA 94538  
 Description of Structure(s) Covered House Email jennychuerta@gmail.com

#### SERVICE / PAYMENT TERMS

INITIAL CORRECTIVE SERVICE FEES .....	\$	299.00
SERVICE AGREEMENT RECURRING FEES.....	\$	65.00
ADDITIONAL UPCHARGE .....	\$	0.00
BILLING FREQUENCY.....		Monthly

Please read accompanying Terms and Conditions for Payment specifications. If Customer selects an automatic payment method, Customer authorizes Company to automatically debit Customer's checking account or credit card, as provided to Company by Customer, in an amount equal to any recurring service charges due to Company 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 the Company's receipt from Customer of a written notice to cancel such authorization. Customer understands that cancellation of this authorization does not cancel Customer's obligations under this Agreement. Prices do not include any applicable taxes.

#### PEST CONTROL SERVICES

- A one-time initial corrective service may be necessary for immediate action to an existing pest problem and, if applicable, will be invoiced to you separately.
- The PestFree365+ service agreement includes:
  - Year round protection against the Covered Pests identified in the accompanying Terms and Conditions.
  - Initial Service plus future pest treatment(s) as necessary, determined by Company in its sole discretion, during the Term of the Agreement.
  - Upon contacting us, prompt response for additional visits when needed at no extra charge.
  - A thorough inspection and service report with each visit.
  - Upon your request, a visual termite inspection can be scheduled.
- In order to include bed bugs as Covered Pests under the PestFree365+ service agreement, all of the following conditions must be met:
  - Customer's home must be a single-family home. No multi-unit residential structures, including condominiums, apartments, carriage homes, twins and duplexes are eligible for this part of the service agreement;
  - The Customer must be the property owner and residing in the home as the primary residence, i.e., no rental properties are eligible for this part of the service agreement;
  - The Customer must enroll in an automatic payment plan;
  - The Customer may not have any open proposals for bed bug services in Company's systems;
  - A Company service technician must confirm that the Customer's property is free of bed bugs at the time of the initial inspection.

Should service be needed for pests in addition to the Covered Pests identified in the accompanying Terms and Conditions, an additional

**NOTICE: YOU, THE CUSTOMER, 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.**

**TERMINIX MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE EFFECTIVE DATE.**

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

The above quotations are hereby accepted including the accompanying Terms and Conditions in their entirety, which include mandatory arbitration and class action waiver provisions.

Customer Name: NYLA QUINTANA STURGIS Customer (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name: ORTEGA, HECTOR Representative (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Terminix Branch \_\_\_\_\_ Terminix Branch Charter \_\_\_\_\_  
 Phone: 9494589393 No.: \_\_\_\_\_  
 Terminix Branch Address: 6678 OWENS DR STE 100, PLEASANTON, CA 94588

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

#### STATE-SPECIFIC DISCLOSURES.

**CALIFORNIA:** Supplier shall provide the "Notice to Owner/Tenant" as required by Cal. Bus. & Prof. Code section 8538.

**GEORGIA:** The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

**TEXAS:** 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.



# TERMS AND CONDITIONS

- 1. Agreement.** "Customer" and The Terminix International Company Limited Partnership ("Company") agree to the following terms and conditions in connection with the services indicated on this agreement (hereinafter collectively referred to as "Agreement").
- 2. Standard of Care.** Company will use its professional expertise to determine the products and services appropriate for treatment, and will follow all label and legal requirements. All reasonable care will be used in installing the specified services. Company hereby affirmatively disclaims any liability for damage or injury caused by the use of any materials in accordance with the manufacturer label directions. Reasonable care will be taken in applying the treatment, however, the nature of the work is such that Company cannot be responsible for the safety of domestic animals, stains, discolorations, or other damages. Subject to Customer's cooperation, if Customer is not satisfied with the services rendered, upon the request of Customer and as Customer's sole and exclusive remedy, at no additional cost(s) to Customer, Company shall retreat and/or reapply pesticides to the structure(s) as is reasonably necessary to control for and mitigate against acute infestations of pests covered by this Agreement, as the case may be.
- 3. Pest Control.** Company shall control for and mitigate against infestations of Covered Pests located in and around the structure(s) on the Customer's premises through delivery of regular pest control service. All services shall be performed in accordance with procedures recognized in the pest control industry and scientific community as effective against target pests. This Agreement does not cover and Company shall have no obligation whatsoever, whether express or implied, to repair any damage to the structure(s) on the premises or the contents therein caused by any pests (covered by this Agreement or otherwise) or to compensate Customer for any such damage. **Initial service; subsequent service visits.** On the initial service visit, Company will apply pesticides both to the interior of the structure(s) and the exterior perimeter of the structure(s) on the premises. Subsequent to the initial service and during the term, Company may apply pesticides to the exterior perimeter or the interior of the structure(s) located on the premises as necessary, determined solely by Company, to control Covered Pest infestations. **Excluded pests.** Company pest control treatment(s) shall have no obligation to control for or mitigate against any pests other than the Covered Pests identified in this Agreement. **Interim service visits.** Subject to the Customer's cooperation and upon the request of Customer, Company shall make an interim service visit to reapply pesticides to the structure(s) on the premises as is reasonably necessary to control for and mitigate against acute infestations of Covered Pests in accordance with laws and regulations for product label application instructions.
- 4. Covered Pests.** For customers under a PestFree365 Service Agreement, the following are Covered Pests: "House" Ants, Bird Mites, Indoor Ticks, Cockroaches, Carpet Beetles, Fabric Moths, Overwintering Insects, Ground Beetles, Centipedes, Crickets, Earwigs, Firebrats, Millipedes, Clover Mites, Pillbugs/Sowbugs, Psocids, Scorpions, Silverfish, Wasps, Springtails, Spiders, Stored Product Beetles, Stored Product Moths, Mice, and Rats. For customers under a PestFree365+ Service Agreement, in addition to the Covered Pests included within a PestFree365 Service Agreement, the following are also Covered Pests: Black Widow Spiders, Brown Recluse Spiders, Voles (interior only), Bed Bugs, Fleas (interior only), Bumble Bees, Carpenter Bees, Solitary Ground Bees, Yellowjackets, Hornets, Bald-faced Hornets, Crazy Ants, Carpenter Ants, and Fire Ants.
- 5. Customer Responsibilities.** Effective service requires the cooperation of the Customer. The Customer, therefore, warrants full cooperation with Company during this Agreement. Customer agrees to maintain premises free from any factor or condition conducive to the breeding and harborage of pests covered by this Agreement and following instructions provided. This cooperation includes, but is not limited to, proper garbage handling; repairing structure; not adding chemicals or self-treating in ways that are not part of Service; emptying grease traps, not damaging or turning off equipment, etc. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported in writing by Company to the Customer and are not corrected by Customer, Company cannot ensure effective services. If Customer fails to correct the conditions noted by Company within a reasonable time period, all guarantees as to the effectiveness of the services in this Agreement shall automatically terminate. Company's failure to alert the Customer to any negative conditions does not alter the Customer's responsibility. If Customer is unable to comply with preparation or maintenance requirements, the Company will make determination on site if service can be completed or rescheduled; additional fees may be applied. If the Customer or other occupants of the structure(s), believe they are or may be sensitive to products being used or their odors, or if the Customer or other occupants have consulted with a medical doctor or other healthcare provider, regarding such sensitivity, the Customer must notify Company in writing, in advance of treatment of the structure(s). Company assumes no liability should Customer fail to warn Company of these sensitivities. Company reserves the right, upon receipt of such notification, to deny or terminate services. Any arrangements, costs or inconvenience resulting from the need to evacuate occupants, or other precautions deemed necessary, shall be the sole responsibility of the Customer. The Customer agrees to give Company complete or reasonable access to all areas, as may be required to enable effective service and maintenance, including individual units of multi-unit residential structures and electrical outlets, if needed. The failure to allow Company such access will terminate this Agreement without further notice.
- 6. Modification.** Any deviation from the requirements outlined that involve extra cost of material and labor will result in extra charges. If conditions require Company to use specialized equipment or products, Company shall advise the Customer of the additional costs. Due to safety concerns and regulations, Company may be required to use fall protection when service involves working on the roof of a structure. Fall protection safety equipment includes a number of devices and may include roof anchors, of which Customer will be advised. Some roof anchors are designed to be left on the roof; others are to be removed. If Customer prefers to have anchors removed, this should be discussed with the sales representative before service is performed.
- 7. Substructure.** Services under this Agreement do not include services to the substructure of the premises. Should substructural treatment be required, additional costs shall apply, of which the Company will advise the Customer.
- 8. Moisture, Mold and Mildew.** Moisture is a condition found in varying degrees in most structures. Moisture conditions in and around structures can be conducive to a variety of pests and wood destroying insects. Moisture conditions can also provide an environment favorable to the growth of mold, mildew and other fungi. It is the Customer's sole responsibility to direct questions concerning the presence or dispersal of mold, mildew, mold spores or fungi; health-related issues; or indoor air quality to qualified professionals. Company does not possess the knowledge or expertise to identify mold, mildew or fungi that may lower air quality or be injurious to health, nor does it possess the knowledge or expertise to give opinion or recommendation regarding exposure to, or effective remediation of mold, mildew or other fungi (including decay or non-decay) as they might relate to air quality or health related risks. Company is not responsible for personal injury or property damage resulting from the presence, disruption or dispersal of mold, mold spores, mildew or fungi, even if Company inadvertently causes such disruption or dispersal by its inspection or treatment of pest-related problems. Customer waives and releases Company from any claim or injuries related to mold, mildew or fungal growth.
- 9. Water Leakage.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the structure(s) may destroy the effectiveness of treatment by Company and is conducive to new infestation. Customer is responsible for making timely repairs as necessary to stop the leakage. Customer's failure to make timely repairs will terminate this Agreement automatically without further notice. Company shall have no responsibility for water leakage, or anything related to water leakage.
- 10. Warranty.** For equipment and products, manufacturer warranties apply; there is no further warranty from Company on products or equipment.
- 11. Right to Subcontract.** Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.
- 12. Ownership and Replacement of Equipment.** All equipment, devices and components are property of and/or remain property of or under the control of the Company. Company will replace rental devices and components as required, except for those items lost or damaged due to Customer's neglect, in which event, the Customer will be responsible for replacement cost. Company will be granted access to the Customer's location to recover equipment, devices and components at the expiration of this Agreement, or at any time an amount due from the Customer to Company is more than sixty (60) days beyond due date. If Customer terminates an equipment rental earlier than the term of the Agreement then in effect, Customer is responsible for paying the full amount remaining for rental of devices.
- 13. Force Majeure.** Company shall not be liable for any delay or failure in performing the services due to any cause beyond its reasonable control.
- 14. Insurance.** Public liability and property damage insurance against injury to members of the public from accidents that may arise from operations will be carried by Company, and evidence of insurance will be issued to the Customer upon request. Georgia customers, please note: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this Company.
- 15. Limitation of Liability.** The Customer agrees that the work provided under this Agreement is not to be construed as insurance, or as a covenant, guarantee, warranty, or promise of any kind that the Customer is in compliance with any legal guidelines or requirements. Company disclaims any liability or responsibility regarding the practices and operations of the Customer, and bears no responsibility or liability for whether the Customer carries out the recommendations made by Company, and in no event will the Company be liable for indirect, special, incidental, consequential, exemplary, punitive, and/or loss of enjoyment damages. The Customer shall indemnify and hold Company harmless from and against all claims, demands, liabilities, obligations and attorneys' fees or costs brought by any third parties, arising out of, or related to this Agreement, or by failure of the Customer to act in accordance with any requirements in connection with the services. The obligations of Company 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. In consideration of sums charged by Company hereunder and as a liquidated damage and not as a penalty, and notwithstanding any contract, tort, or other claim that Company failed to perform its obligations hereunder, the sole responsibility of Company in the event of a claim based upon the services shall be to provide further treatment found necessary by Company free of charge. Customer expressly releases Company from, and agrees to indemnify Company with respect to, any other obligation to Customer whatsoever. This Agreement does not provide for the repair of any damage caused by pests (covered by this Agreement or otherwise), and this Agreement does not guarantee, and Company does not represent, that pests (covered by this Agreement or otherwise) will not return subsequent to service treatments.
- 16. Animal Disposal.** Company will dispose of any trapped wildlife in accordance with the laws and regulations of local governing authorities; however, if Customer requests the release of the animal on his/her property, Company shall not be responsible for, nor guarantee, that the animal will not return to infest or damage the serviced property.
- 17. Choice of Law.** Except for the Mandatory Arbitration provision 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.
- 18. 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](http://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 be within the state where the customer's property, that is the subject of the services provided, is located.

19. **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 plaintiffs, 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.
20. **Intellectual Property.** Except as expressly set forth herein, between Company and Customer, each is and shall remain the owner of all Intellectual Property that it owns or controls as of the Effective Date, or that it develops or acquires thereafter. This shall be binding upon all successors of the Customer's business.
21. **Data Security.** Company may provide Customer with access to Company's online and digital tools to store service reports and visit history, or other applications that may be developed, to give Customer access to pest management information, if applicable to the services in this Agreement. While Company follows standard procedures to secure systems and Customer data, including securing online tools and applications through the use of hashed passwords, HTTPS encryption and a secure data center, Customer confirms and acknowledges that:
- Company and/or any of its subsidiaries are not responsible for the integrity or confidentiality of Customer's access credentials. Customers are encouraged to take precautions to secure login id's and passwords.
  - All usage rights to Company's online or digital tools are immediately discontinued upon the Customer's termination of the Agreement.
  - The Customer agrees to indemnify, defend, and hold Company harmless from any claims arising out of, or connected or associated with the use of Company's online and digital tools, including but not limited to, any claims arising from internet hacking.
  - This agreement shall be binding upon all successors of the Customer's business.

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 <https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx>.

22. **Third Party and Marketing Disclosure.** Unless Customer notifies Company otherwise or opts out, Customer agrees to and accepts the receipt of marketing and sales communications relating to Company's service offerings.
23. **Anti-Bribery and Anti-Corruption.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
24. **Term.** Agreement shall automatically renew on a month to month basis, with either party having the ability to cancel this Agreement upon 60-days written notice to the other party, with the first month being the Initial Term and each subsequent month a Renewal Term.
25. **Termination.** Agreement may be terminated by either party with 60 days written notice, providing all accounts are current. In cases of Customer nonpayment or entering bankruptcy or insolvency per the Bankruptcy Code, Company reserves the right to terminate the Agreement upon immediate written notification.
26. **Change in Terms.** Company may change the terms of this Agreement, including pricing, after the Initial Term by providing at least thirty (30) days' advance written notice. Customer's failure to cancel this Agreement after receiving notice of any changes will constitute acceptance of such changes.
27. **Payment.** Initial corrective service fees and any applicable curative upcharge fees (whether initially identified by Customer or subsequently identified by Company during the initial service visit) are due upon completion of the service, unless another payment plan is selected on the Agreement. Other corrective service, rental and/or equipment/product fees will be invoiced upon completion/delivery. Subsequent services will be invoiced in accordance with the Agreement and payment plan selected by Customer. If a service date has been mutually agreed upon by Company and the Customer, it will be the Customer's responsibility to pay for service if Company has attempted to render service at the Customer's property. Payments for services are due within thirty (30) days from the date of each invoice. Customer agrees to remit payment in one of the acceptable forms of payment detailed in the Agreement or invoice. In the event full payment is not made within thirty (30) days after invoicing, a finance charge per month will be added to the unpaid balance, up to the maximum allowed by law. Late fee charges may also be applied. Additionally, the Customer is responsible for all collection costs, including reasonable attorneys' fees, for any invoices not paid by the due date. Any check returned for any reason, will result in a fee in the amount charged by Company's bank. All service warranties under this Agreement will be voided should any payment due exceed sixty (60) days. Should it become necessary to temporarily discontinue a periodic service due to causes beyond the Company's control, it is agreed that the periodic payments due under this agreement will be suspended until service is resumed, and that such

temporary discontinuation of service will, in no way, breach this agreement.

28. **Fuel/Transportation Surcharge.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
29. **Change in Law.** Company 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, Company reserves the right to revise the Renewal Term amount or terminate this Agreement.
30. **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.
31. **Entire Agreement.** This Agreement, together with a record of initial application, and 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.



Contract #: 124273-091924160123-2017

Property Work Authorization And Service Agreement
Terminix Insulation Service

Purchaser (print name) NYLA QUINTANA STURGIS Home Phone 5102464450 Work Phone
Purchaser Mailing Address
Property Address 4801 BOONE DR, FREMONT,CA 94538
Description of Structure(s) Covered Email jennychuerta@gmail.com
Estimated Start Date Estimated Completion Date

Terminix will install Insulation to add R-0 with a minimum settled thickness of \_\_\_\_\_.

Table with 2 columns: SERVICE / PAYMENT TERMS, Amount. Row 1: SERVICE(S) PURCHASED Installation \* \$ 2250.00. Row 2: \*Excludes tax (if applicable)

TO DO THIS JOB, WE WILL NEED ACCESS TO YOUR POWER BOX. WE RECOMMEND THAT IF YOU HAVE A CENTRAL HEATING OR COOLING UNIT, IT NEEDS TO BE TURNED OFF DURING INSTALLATION. IT IS ALSO RECOMMENDED THAT ALL ITEMS STORED IN THE ATTIC BE REMOVED AND ALL INTERIOR DOORS ARE CLOSED. SOME DUST WILL BE GENERATED AROUND THE ATTIC ACCESS AREA DURING INSTALLATION. IF ANY MEMBER OF YOUR FAMILY HAS ALLERGIES OR IS ON A RESPIRATOR, THEY SHOULD VACATE THE PREMISE FOR AT LEAST 12 HOURS AFTER INSTALLATION.

IN THE EVENT THAT EVENTS OCCUR BEYOND THE REASONABLE CONTROL OF TERMINIX, IT IS POSSIBLE DELAYS WILL OCCUR IN PROVIDING FOR THE CONTRACTED SERVICES. SUCH DELAYS DO NOT CONSTITUTE ABANDONMENT AND ARE NOT INCLUDED IN CALCULATING TIMEFRAMES FOR PAYMENT OR PERFORMANCE.

TERMINIX WILL COMPLY WITH ALL LOCAL REQUIREMENTS FOR BUILDING PERMITS, INSPECTIONS AND ZONING. ANY MODIFICATION TO THE CONTRACT, WHICH CHANGES THE COST, MATERIALS, WORK TO BE PERFORMED, OR ESTIMATED COMPLETION DATE, MUST BE IN WRITING AND SIGNED BY PURCHASER AND TERMINIX.

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 09/19/2024 ARE PART OF THIS AGREEMENT.

Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state-required documents 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:	NYLA QUINTANA STURGIS	Purchaser (Signature):	_____	Date:	_____
Representative Name:	ORTEGA, HECTOR	Representative (Signature):	_____	Date:	_____
Terminix Branch Phone:	9494589393	Terminix Branch Charter No.:	_____		
Terminix Branch Address:	6678 OWENS DR STE 100, PLEASANTON, CA 94588				

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

**STATE-SPECIFIC DISCLOSURES.**

Virginia: The Virginia Contractor Transaction Recovery Act provides relief to eligible consumers who have incurred losses through the improper or dishonest conduct of a licensed residential contractor. For more information, contact: Recovery Fund Office | DPOR 9960 Mayland Drive, Suite 400 Richmond, VA 23233; (804)367-1559

For Pennsylvania Residents: As required, If the purchaser has any questions with the information provided, the purchaser can contact the Pennsylvania Office of Attorney General at 717-772-2425 or [HIC@attorneygeneral.gov](mailto:HIC@attorneygeneral.gov). Terminix HIC #PA11236

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

# 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 workmanship, 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](http://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](http://www.terminix.com/privacy).



### RODENT EXCLUSION SERVICE PLAN

**THIS AGREEMENT PROVIDES FOR INSTALLATION AND MONITORING OF A PEST EXCLUSION SYSTEM TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF CERTAIN RODENTS.**

Purchaser (print name) NYLA QUINTANA STURGIS Home Phone 5102464450 Work Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_

Property Address 4801 BOONE DR, FREMONT, CA 94538

Description of Structure(s) Covered House Email jennychuerta@gmail.com

Estimated Start Date \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_

**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 acknowledges, accepts and agrees that:**

Terminix has provided the Purchaser with a copy of the manufacturer’s specimen label or other state-required documents for the rodenticide(s), which will be applied to the Structures.

Terminix has provided the Purchaser with an Inspection Graph as described in Section 3-Inspection Graph of the Terms and Conditions on page 2 of this Agreement.

Purchaser has reviewed and agrees to the Roof Damage Waiver provision set forth in Section 7-Roof Damage Waiver of the Terms and Conditions on page 2 of this Agreement.

#### SERVICE / PAYMENT TERMS

INITIAL CHARGE* (Installation Services & Exclusion System Components).....	\$	1821.00
ANNUAL RENEWAL CHARGE*.....	\$	230.05
BILLING FREQUENCY.....		Annual
*Excludes tax (if applicable)		

Purchaser accepts and agrees to the Terms and Conditions on pages 1-2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 19 and 20 of the Terms and Conditions on page 2 of this Agreement:

In the event that events occur beyond the reasonable control of Terminix, it is possible delays will occur in providing for the contracted services. Such delays do not constitute abandonment and are not included in calculating timeframes for payment or performance.

Terminix will comply with all local requirements for building permits, inspections and zoning. Any modification to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by Purchaser and Terminix.

Purchaser Name: NYLA QUINTANA STURGIS Purchaser (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name: ORTEGA, HECTOR Representative (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Terminix Branch Phone: 9494589393 Terminix Branch Charter No.: \_\_\_\_\_

Terminix Branch Address: 6678 OWENS DR STE 100, PLEASANTON, CA 94588

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

**STATE-SPECIFIC DISCLOSURES:**

- FOR CALIFORNIA RESIDENTS:** Supplier shall provide the “Notice to Owner/Tenant” as required by Cal. Bus. & Prof. Code section 8538.
- FOR GEORGIA RESIDENTS:** The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.
- 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.
- FOR VIRGINIA RESIDENTS:** Virginia: The Virginia Contractor Transaction Recovery Act provides relief to eligible consumers who have incurred losses through the improper or dishonest conduct of a licensed residential contractor. For more information, contact: Recovery Fund Office | DPOR 9960 Mayland Drive, Suite 400 Richmond, VA 23233; (804) 367-1559



# TERMS AND CONDITIONS

- 1. INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the date of initial installation (the "Installation Date") of the Exclusion System Components and shall continue thereafter for one year (the "Initial Term"), unless terminated earlier as set forth herein. Purchaser may extend the Initial Term for additional one year periods (each a "Renewal Term") for so long as Purchaser owns the property described on the Inspection Graph by paying the *Annual Renewal Term Fee* set forth in this Agreement prior to the expiration of the Initial Term or any Renewal Term. Terminix reserves the right to revise the *Annual Renewal Term Fee* following the expiration of the second Renewal Term.
- 2. FEES.** Purchaser shall pay the fees for Installation of the Exclusion System and purchase of the Exclusion System Components in accordance with the payment terms set forth in this Agreement based upon the Payment Option selected by Purchaser.
- 3. 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 Structures for purposes of identifying access points utilized by Covered Pests to gain entry to the Structures and any existing infestations of Covered Pests.
- 4. COVERED PESTS.** The obligations of Terminix hereunder only apply to the following pests: commensal rodents (including rats and mice), bats, tree squirrels and flying squirrels and pigeons, starlings and sparrows (collectively "*Covered Pests*").
- 5. EXCLUDED PESTS.** The following pests are not covered by this Agreement and Terminix shall have no obligations hereunder with respect to such pests: *insects, spiders and wildlife (including, but not limited to, raccoons, opossums, skunks, armadillos and snakes [whether venomous or non-venomous], groundhogs, rabbits, ground squirrels, chipmunks, foxes, large lizards, pocket gophers, voles, mole alligators, beavers, muskrats, marmots, porcupines and deer) or any other pests not specified as a Covered Pest in Section 4-Covered Pests (collectively "Excluded Pests").*  
THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO: (A) REPAIR ANY DAMAGE TO THE EXCLUSION SYSTEM COMPONENTS CAUSED BY EXCLUDED PESTS; OR (B) CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF ANY EXCLUDED PESTS.
- 6. LIMITED EXCLUSION PLAN SERVICES; NO DAMAGE WARRANTY.** The sole obligation of Terminix during the Initial Term or any Renewal Term, as applicable, of this Agreement (hereinafter the "*Services*") is as follows: (a) Analyzing the Structures on Purchaser's premises to identify actual and potential entry points to the Structures that could be used by Covered Pests to gain access to the Structures; (b) Identifying any existing infestations of Covered Pests; (c) Sealing of all entry points through installation of screens, excluder fabrics and sealants (the "*Exclusion System Components*") in the locations identified on the Inspection Graph attached to this Agreement to prevent Covered Pests from entering the Structures; (d) Controlling for and mitigating against infestation of Covered Pests existing at time of inspection using rodenticides and/or traps; (e) On an annual basis or at any time, upon the reasonable request of Purchaser, inspecting the installed Exclusion System Components and Structures for damage to the Exclusion System Components caused by Covered Pests and/or any actual entry to the Structures by Covered Pests and resulting infestations; (f) Subject to Section 9-Purchaser Cooperation, repairing or replacing any Exclusion System Components damaged by Covered Pests and/or installing additional Exclusion System Components to seal new access points utilized by Covered Pests to gain entry to the Structures; and (g) Controlling for and mitigating against infestations of Covered Pests which actually gain entry to the Structures. EXCEPT FOR REPAIRS TO THE EXCLUSION SYSTEM COMPONENTS CAUSED BY COVERED PESTS AS EXPRESSLY PROVIDED FOR HEREIN, THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY ANY PESTS, WHETHER COVERED PESTS OR EXCLUDED PESTS, TO THE STRUCTURES OR ITS CONTENTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT COVERED PESTS WILL NOT ATTEMPT TO, AND/OR REAGIN ENTRY TO, THE STRUCTURES SUBSEQUENT TO THE INSTALLATION OF THE EXCLUSION SYSTEM COMPONENTS.
- 7. ROOF DAMAGE WAIVER.** PURCHASER ACKNOWLEDGES AND AGREES THAT, IN ORDER TO INSTALL THE EXCLUSION SYSTEM COMPONENTS, TERMINIX WILL HAVE TO GAIN ACCESS TO AND WALK ON THE ROOF OF PURCHASER'S STRUCTURES AND THAT DAMAGE TO ROOFING TILES AND OTHER ROOFING SYSTEM COMPONENTS MAY BE UNAVOIDABLE IN SUCH INSTALLATION PROCESS, NO MATTER WHAT DEGREE OF CARE IS EXERCISED BY TERMINIX. ACCORDINGLY, PURCHASER HEREBY RELEASES TERMINIX FROM ANY AND ALL CLAIMS OF DAMAGE TO THE STRUCTURES, INCLUDING ROOFING TILE, GUTTERS, PLUMBING VENTS OR ANY OTHER COMPONENT OF THE ROOFING SYSTEM, WHICH OCCURS AS A RESULT OF THE INSTALLATION OF THE EXCLUSION SYSTEM COMPONENTS.
- 8. ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Structures (including the attic and roof) for any purpose contemplated by this Agreement including, but not limited to, installation and monitoring of the installed Exclusion System Components and controlling for and mitigating against Covered Pests which gain entry to the Structures. The failure to allow Terminix such access will terminate this Agreement without further notice.
- 9. PURCHASER COOPERATION.** Purchaser's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Purchaser, and are not corrected by Purchaser, Terminix cannot ensure effective Services. If Purchaser fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Purchaser as an extra charge.
- 10. 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. 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.
- 11. INFORMATION REGARDING EXCLUSION SYSTEM SERVICES.** Purchaser acknowledges and agrees that the installation of the Exclusion System Components requires sealing of all potential access points to the Structures through which a Covered Pest may gain entry which may require installation of roof returns, plumbing caps, mushroom cages, chimney caps, garage door seals, dryer vent caps and/or wire mesh. Purchaser further understands and agrees that the installation of the Exclusion System Components shall be determined by Terminix, in its sole discretion, based upon its review and analysis of the Structures. Purchaser hereby releases Terminix from any and all claims of damage to the Structures as a result of the installation of the Exclusion System Components. If Purchaser fails and refuses to authorize Terminix to install the Exclusion System Components, in the locations and in the manner as determined by Terminix in its sole discretion, this Agreement shall automatically terminate.
- 12. ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structures described on the Inspection Graph as of the date of the installation of the Exclusion System Components. If the Structures or areas on or near the installed Exclusion System Components are structurally modified, altered or otherwise changed (collectively "*Alterations*"), Purchaser must provide Terminix with written notice of such Alterations within ten (10) days of the occurrence of such Alterations. Purchaser's failure to provide such notice will terminate this Agreement automatically without further notice. The failure of Terminix to discover such Alterations does not release Purchaser from the obligations to provide written notice to Terminix of the same. Purchaser shall pay Terminix's then-current charges for a service call to evaluate the Alterations and install additional Exclusion System Components as a result of the Alterations. Terminix reserves the right to increase the *Annual Renewal Term Fee* as a result of the Alterations.
- 13. OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structures, Services may be continued upon request of the new owner and upon payment of an ownership transfer fee as determined by Terminix in its sole discretion. In addition, Terminix reserves the right to revise the *Annual Renewal Term Fee* upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised *Annual Renewal Term Fee*, this Agreement will terminate automatically as of the date of the change of ownership.
- 14. 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.
- 15. 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 Term Fee* or terminate this Agreement.
- 16. NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. 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.
- 17. CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.
- 18. 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.
- 19. 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](http://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 Memphis, TN.
- 20. 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.
- 21. GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 19 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.
- 22. 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.
- 23. 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](http://www.terminix.com/privacy).



Contract #: 124273-091924160123-2017

# DRYWOOD TERMITE DEFEND SYSTEM™ SERVICE PLAN

THIS AGREEMENT PROVIDES FOR 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 DAMAGE CAUSED BY DRYWOOD TERMITES.

Purchaser NYLA QUINTANA STURGIS Home Phone 5102464450 Work Phone \_\_\_\_\_  
 Purchaser Mailing Address \_\_\_\_\_  
 Property Address 4801 BOONE DR, FREMONT, CA 94538  
 Description of Structure(s) Covered House Email jennychuerta@gmail.com

### SERVICE / PAYMENT TERMS

INITIAL CHARGES* (Initial Inspection and Initial Term Fee).....	\$	1600.00
ANNUAL RENEWAL CHARGE*.....	\$	309.23
OWNERSHIP TRANSFER FEE*.....	\$	.00
BILLING FREQUENCY.....		Annual

\*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 SPP.*, *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.**

**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.

**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.

**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 20 AND 21 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: NYLA QUINTANA STURGIS Purchaser (Signature): \_\_\_\_\_ Date: \_\_\_\_\_  
 Representative Name: ORTEGA, HECTOR Representative (Signature): \_\_\_\_\_ Date: \_\_\_\_\_  
 Terminix Branch Phone: 9494589393 Terminix Branch Charter No.: \_\_\_\_\_  
 Terminix Branch Address: 6678 OWENS DR STE 100, PLEASANTON, CA 94588

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. **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 Regulations respectively.
2. **GENERAL DESCRIPTION.** By executing this Drywood Termite Defend System Service Plan (hereinafter the "Agreement"), Purchaser and Terminix agree that: a) Terminix shall provide 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 Services.
3. **INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the Effective Date, as indicated above and shall continue for one year (the "Initial Term"), unless terminated earlier as set forth herein. The Purchaser may extend the Initial Term for additional one-year periods (each a "Renewal Term") for so long as Purchaser owns the property described on the Inspection Graph by paying the Renewal Term Fee set forth in this Agreement prior to the expiration of the Initial Term or any Renewal Term. The Renewal Term Fee shall remain fixed for the first Renewal Term. However, Terminix has the right to modify the Renewal Term Fee applicable to any Renewal Term following the first Renewal Term upon thirty (30) days' prior written notice to Purchaser.
4. **FEES.** Purchaser shall pay the fees for the Initial Term and any prepaid Renewal Term based upon the Payment Option selected by Purchaser. Purchaser shall pay the fees for any subsequent Renewal Term in the form of check, credit card, money order or any other payment form acceptable to Terminix.
5. **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.
6. **LIMITED PLAN SERVICES; NO COVERAGE FOR DAMAGES.** The sole obligations of Terminix under this Agreement are to: (a) Apply a treatment, consisting of any chemical and/or non chemical products as deemed necessary by Terminix to provide mitigation against and/or control of Drywood termites to certain areas of the Structure(s) as identified by Terminix, in its sole discretion (hereinafter the "Services"); (b) Provide additional Services to the Structure(s) following the commencement of each Renewal Term, as deemed necessary by Terminix, to provide ongoing mitigation and/or for control of Drywood termite activity in the Structure(s); and (c) Inspect the Structure(s), as consistent with the terms of this Agreement and/or at any time upon the reasonable request of Purchaser for Drywood termite activity. THIS AGREEMENT DOES NOT COVER, AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY DRYWOOD TERMITES, SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SSP.*, *HETEROTERMES SPP.*), ASIAN TERMITES (*COPTOTERMES GESTROI SPP.*), FORMOSAN TERMITES (*COPTOTERMES SPP.*) OR ANY OTHER WOOD-DESTROYING ORGANISMS, INCLUDING, BUT NOT LIMITED TO, DAMPWOOD TERMITES, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE APPLICATION OF THE SERVICES.
7. **ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Structures for any purpose contemplated by this Agreement including, but not limited to, reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix. The failure to allow Terminix such access will allow Terminix to terminate this Agreement without further notice.
8. **PURCHASER RESPONSIBILITIES.** Purchaser's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Purchaser, and are not corrected by Purchaser Terminix cannot ensure effective Services. If Purchaser fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Purchaser as an extra charge. Purchaser agrees to pay Terminix according to these Terms and Conditions. Purchaser agrees to provide 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.
9. **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..
10. **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. 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. 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 ANY TREATMENTS
11. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Structures may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.
12. **ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structure(s) described on the Inspection Graph as of the Effective Date. If the Structure(s) are structurally modified, altered or otherwise changed (collectively "Alterations"), Purchaser must provide Terminix with written notice of such Alterations within ten (10) days of the occurrence of such Alterations. Purchaser's failure to provide such notice will provide Terminix the option to terminate this Agreement, at its sole discretion. The failure of Terminix to discover such Alterations does not release Purchaser from the obligations to provide written notice to Terminix of the same. Purchaser shall pay Terminix's then-current charges for a service call to evaluate the Alterations and provide additional treatments as a result of the Alterations. Terminix reserves the right to increase the Renewal Term Fee as a result of the Alterations.
13. **OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structure(s), Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the Renewal Term Fee upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised Renewal Term Fee, this Agreement will terminate automatically as of the date of the change of ownership.
14. **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.
15. **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.
16. **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 Renewal Term Fee or terminate this Agreement.
17. **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.
18. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.
19. **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.
20. **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](http://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 be within the state where the customer's property, that is the subject of the services provided, is located.
21. **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.
22. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 20 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.
23. **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.





Contract #: 124273-091924160123-2017

BASIC TERMITE SERVICE PLAN

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS. THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN A LACK OF TERMITE PROTECTION.

Purchaser (print name) NYLA QUINTANA STURGIS Home Phone 5102464450 Work Phone
Purchaser Mailing Address , ,
Property Address 4801 BOONE DR, FREMONT,CA 94538
Description of Structure(s) Covered House Email jennychuerta@gmail.com

SERVICE / PAYMENT TERMS

Table with 2 columns: Description and Amount. Rows include INITIAL CHARGES\* (1900.00), ANNUAL RENEWAL CHARGE\* (300.00), TRANSFER FEE\*, and BILLING FREQUENCY (Annual).

\*Excludes tax (if applicable)

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 acknowledges, accepts and agrees that:

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

Terminix has provided the Purchaser with an Inspection Graph, as described in Section 3-Inspection Graph of the Terms and Conditions on page 2 of this Agreement.

Purchaser accepts and agrees to the Terms and Conditions on pages 1-2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 21 and 22 of the Terms and Conditions on page 2 of this Agreement:

Signature lines for Purchaser Name (NYLA QUINTANA STURGIS) and Representative Name (ORTEGA, HECTOR), including phone and address information for the Terminix Branch.

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1.800.TELLTMX (1.800.835.5869). The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.



# TERMS AND CONDITIONS

- INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the date of initial installation (the "Installation Date") of the Baiting System and shall continue thereafter for one year (the "Initial Term"), unless terminated earlier as set forth herein. Purchaser may extend the Initial Term for additional one-year periods (each a "Renewal Term") for so long as Purchaser owns the property described on the Inspection Graph by paying the Annual Renewal Term Fee set forth in this Agreement prior to the expiration of the Initial Term or any Renewal Term. The Annual Renewal Term Fee shall remain fixed for the initial Renewal Term. However, Terminix has the right to modify the Annual Renewal Term Fee applicable to any Renewal Term subsequent to the initial Renewal Term upon thirty (30) days prior written notice to Purchaser.
- FEES.** Purchaser shall pay the fees for Baiting System Installation and Services for the Initial Term and any Renewal Term based upon the Payment Option selected by Purchaser.
- 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 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 damage disclosed by visual inspection of the premises depicted in the Inspection Graph 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 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.
- LIMITED PLAN SERVICES; NO COVERAGE FOR DAMAGES.** THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY SUBTERRANEAN TERMITES REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE INSTALLATION OF THE BAITING SYSTEM. The sole obligation of Terminix during the Initial Term or any Renewal Term, as applicable, of this Agreement (hereinafter the "Services") is as follows: (a) Install the Terminix Subterranean Termite Baiting System (the "Baiting System") on and around the Structures described on the Inspection Graph attached to this Agreement, which contains termite bait in all stations; (b) At least once each year, inspect the Structures identified on the Inspection Graph and the installed Baiting System for termite activity, and if necessary, service the Baiting System including replacement of termite bait and other components of the Baiting System at no additional charge to Purchaser, as deemed necessary by Terminix in its sole discretion, to provide ongoing prevention, control and/or elimination of Subterranean Termite colonies.
- PROTECTION AGAINST SUBTERRANEAN TERMITES.** THE BAITING SYSTEM ONLY CONTROLS FOR AND PROTECTS THE STRUCTURES FROM SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SSP.*, *HETEROTERMES SPP.*) AND FORMOSAN TERMITES (*COPTOTERMES SPP.*) (COLLECTIVELY "SUBTERRANEAN TERMITES") INFESTATIONS. THE BAITING SYSTEM DOES NOT CONTROL OR PROTECT THE STRUCTURES FROM AERIAL (ABOVE-GROUND) INFESTATION OF ANY KIND, DRYWOOD TERMITES (*KALOTERMES SPP.*, *INCISITERMES SPP.*, *CRYPTOTERMES SPP.*) OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI. FUMIGATION OR SPOT TREATMENT MAY BE NECESSARY TO CONTROL AERIAL INFESTATIONS. IF A FUMIGATION OR SPOT TREATMENT IS DEEMED NECESSARY BY TERMINIX TO CONTROL AN AERIAL (ABOVE-GROUND) INFESTATION, PURCHASER GRANTS TERMINIX A RIGHT OF ACCESS TO THE STRUCTURES TO TREAT SUCH AERIAL INFESTATION AND PURCHASER SHALL PAY TO TERMINIX ADDITIONAL CHARGES FOR SUCH AERIAL INFESTATION TREATMENT AT TERMINIX'S THEN-CURRENT RATES.
- ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Structures for any purpose contemplated by this Agreement including, but not limited to, reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.
- PURCHASER COOPERATION.** Purchaser's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Purchaser, and are not corrected by Purchaser, Terminix cannot ensure effective Services. If Purchaser fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Purchaser as an extracharge.
- 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.
- 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. 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. PURCHASER ACKNOWLEDGES THAT TERMINIX HAS NOT TREATED THE STRUCTURES WITH TERMITICIDE, HAS NOT TREATED THE SOIL OF THE STRUCTURES WITH TERMITICIDE, IS NOT REQUIRED TO TREAT THE PROPERTY AND IS ONLY OBLIGATED TO PROVIDE FURTHER BAITING SYSTEM TREATMENT IF DEEMED NECESSARY BY TERMINIX. IN CONSIDERATION OF SUMS CHARGED BY TERMINIX HEREUNDER AND AS A LIQUIDATED DAMAGE AND NOT AS A PENALTY, AND NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM THAT TERMINIX FAILED TO PERFORM ITS OBLIGATIONS HEREUNDER, THE SOLE RESPONSIBILITY OF TERMINIX IN THE EVENT OF A CLAIM SHALL BE TO PROVIDE FURTHER BAITING SYSTEM TREATMENT FOUND NECESSARY BY TERMINIX FREE OF CHARGE. PURCHASER EXPRESSLY RELEASES TERMINIX FROM, AND AGREES TO INDEMNIFY TERMINIX WITH RESPECT TO, ANY OTHER OBLIGATION TO PURCHASER WHATSOEVER. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY SUBTERRANEAN TERMITES. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN.
- WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Structures may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.
- INFORMATION REGARDING THE BAITING SYSTEM.** Purchaser understands that: (a) As termites feed on the bait in the stations, their growth is disrupted, causing a decline of the termite colony to the point where the colony can no longer sustain itself and is eliminated. Subterranean Termite colony elimination or control is impacted by the colony size, geographical location, weather and/or other factors. During the period before colony elimination or control is achieved, new damage to Structures from termite feeding may occur. State regulations may require specific treatment standards be performed for liquid termite treatments. These standards do not apply to Subterranean Termite baiting treatments. The termite bait used within the Baiting System is registered for use in this state; (b) The Baiting System involves installation, an initial period of monitoring, colony elimination or control with termite bait and subsequent monitoring for continuous protection from new Subterranean Termite activity; (c) Intervals of from two to several months may occur between: (i) installation of the Baiting System and sufficient termite activity to allow additional termite bait; (ii) addition of termite bait and mitigation or elimination of the Subterranean Termite colony; and (iii) the total time from initial installation to Subterranean Termite colony mitigation or elimination is dependent upon geographical location, weather and/or other factors; (d) Additional services, such as spot applications of conventional termiticides, are available for an additional fee to combat termite activity on a localized basis, if desired, but are not necessarily needed for the Subterranean Termite colony elimination or control; and (e) In some circumstances, the Baiting System may not eliminate or control the Subterranean Termite colony. If after 24 months from commencement of the Baiting System, Subterranean Termite colony elimination or control has not been achieved, Terminix may, in its sole discretion, propose treatment using conventional methods at no additional charge. In that case, Purchaser may elect to continue with the Baiting System (on the same terms and conditions) or the conventional treatment. If Purchaser chooses not to continue with the Baiting System, this Agreement will terminate without further obligation of Terminix. If treatment using conventional methods is offered by Terminix and agreed to by Purchaser, then Purchaser must first execute a new written contract in the form then in use by Terminix.
- OWNERSHIP OF BAITING SYSTEMS COMPONENTS.** The Purchaser understands that some or all of the components of the Baiting System ("Components") may be, and may remain, the property of the manufacturer. The Purchaser has no ownership rights to any of the Components other than the right to their use as installed by Terminix under this Agreement. Upon the expiration or termination of the Agreement, Terminix or its authorized representatives are authorized by Purchaser to retrieve from Purchaser's premises the system Stations and other Components contained therein for appropriate disposition. If Terminix, for whatever reason, ceases to use the Baiting System, Terminix will: (a) so notify Purchaser, (b) offer Purchaser the alternative of either using a different system of termite protection or control or terminating this Agreement and (c) retrieve the Components from Purchaser's premises.
- ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structures described on the Inspection Graph as of the date of the installation of the Baiting System. In the event the premises are structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if Baiting System stations are removed or disturbed (collectively "Alterations"), Purchaser must provide Terminix with written notice of such Alterations within ten (10) days of the occurrence of such Alterations. Purchaser's failure to provide such notice will terminate this Agreement automatically without further notice. The failure of Terminix to discover such Alterations does not release Purchaser from the obligations to provide written notice to Terminix of the same. Purchaser shall pay Terminix's then-current charges for a service call to evaluate the Alterations and provide additional Bait Station treatment as a result of the Alterations. Terminix reserves the right to increase the Annual Renewal Term Fee as a result of the Alterations.
- OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structures, Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the Annual Renewal Term Fee upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised Annual Renewal Term Fee, this Agreement will terminate automatically as of the date of the change of ownership.
- 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.
- 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; (b) moisture conditions including, but not limited to, fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/c 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.
- 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 Term Fee or terminate this Agreement.
- NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. 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.
- CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.
- 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.
- 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](http://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 Memphis, TN.
- 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.
- GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 21 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.
- 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.



### Summary of Charges

	Product	Renewals	Amount	Tax	Discount	Total Amount
Initial Term	Drywood Defend Plan		\$1600.00	\$0.00	\$0.00	\$1600.00
Initial Term	TERMITE BAIT PREVENTATIVE		\$1900.00	\$0.00	\$0.00	\$1900.00
Initial Term	Residential Exclusion		\$1821.00	\$0.00	\$0.00	\$1821.00
Initial Term	PESTFREE365+		\$1079.00	\$0.00	\$50.00	\$1029.00
Special Charges	Attic Insulation		\$2250.00	\$0.00	\$0.00	\$2250.00
<b>Grand Total:</b>						\$8600

Product	Merchandise	Quantity
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### Purchaser Payments

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

\$

### Authorization

**Purchaser Name:** NYLA QUINTANA  
STURGIS      **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.

### Terminix Authorization

**Purchaser Name:** NYLA QUINTANA  
STURGIS      **Purchaser (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_

### SMAC Authorization



**Purchaser Name:**

NYLA QUINTANA  
STURGIS

**Purchaser (Signature):** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Product Labels & Safety Data Sheets

Product Labels & Safety Data Sheets, please visit: [https://licensed.com/orgs/terminix/public/chemical\\_documents](https://licensed.com/orgs/terminix/public/chemical_documents)  
For NY customers, please select 'NY' as your locale

# BEING A TERMINIX CUSTOMER HAS ITS BENEFITS.

## MANAGE YOUR ACCOUNT 24/7.



Manage your Terminix account around the clock on your computer, tablet or smartphone. Just sign up and [Terminix.com/my-account](https://terminix.com/my-account).

- **MOBILE-FRIENDLY ACCESS:**  
Access your account from anywhere
- **MANAGE UPCOMING APPOINTMENTS:**  
View and schedule service visits
- **UPDATE YOUR PROFILE:**  
Update your payment and contact info
- **SIMPLE PROTECTION PLAN RENEWALS:**  
Maintain your plan without the hassle

## MAKE PAYMENTS WORRY-FREE.



Save time and money with **AutoPay**. Payments are automatically charged to your preferred payment method when they're due so there's no need to worry about another bill.

## HAPPY WITH YOUR SERVICE? PASS THE WORD ALONG.



Want to earn a credit on your next service? Recommend Terminix to your friends and family. Ask your technician for more details.

## FIND OUT WHAT PEOPLE ARE SAYING.

**CONSUMERAFFAIRS**

Find reviews and ratings by other customers.  
[consumeraffairs.com/homeowners/terminix](https://consumeraffairs.com/homeowners/terminix)

