

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

BUILDING NO. 3244	STREET, CITY, STATE, ZIP McGraw Street, San Diego CA 92117	Date of Inspection 2/10/2025	No. of Pages 9
-----------------------------	--	--	--------------------------

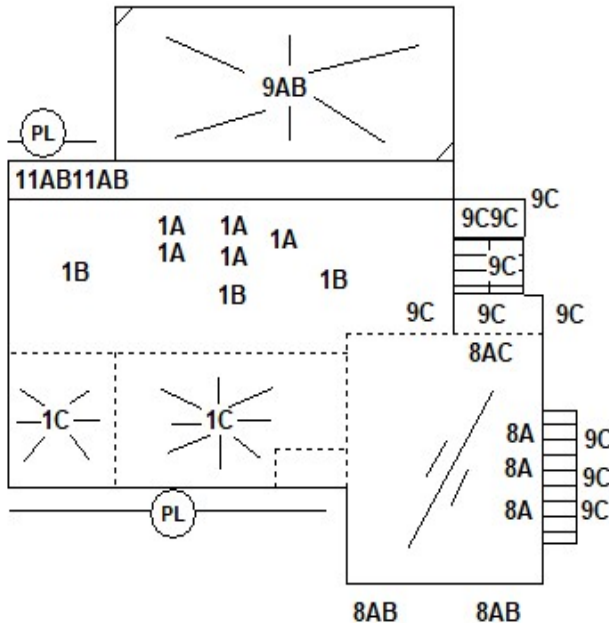


Thrasher Termite & Pest Control of So Cal, Inc.
 8957 Complex Drive
 San Diego, CA 92123
 Call/Text: 619-955-5121
Info@ThrasherPest.com
www.ThrasherPest.com

Firm Registration No. PR 7462	Report No. 37708	Escrow No.
Ordered By: Estela Williamson 3244 McGraw Street San Diego, CA 92117 Attn: estelawilliamson@gmail.com 619-549-0501	Property Owner/Party of Interest Estela Williamson 3244 McGraw Street San Diego, CA 92117 Attn: estelawilliamson@gmail.com 619-549-0501	Report Sent To:

COMPLETE REPORT <input checked="" type="checkbox"/>	LIMITED REPORT <input type="checkbox"/>	SUPPLEMENTAL REPORT <input type="checkbox"/>	REINSPECTION REPORT <input type="checkbox"/>
General Description: A two story stucco sided residence on a raised foundation with attached garage and composition roof		Inspection Tag Posted: Garage	
		Other Tags Posted: None Noted	
An inspection has been made to the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.			
Subterranean Termites <input checked="" type="checkbox"/> Drywood Termites <input checked="" type="checkbox"/> Fungus/Dryrot <input type="checkbox"/> Other Findings <input type="checkbox"/> Further Inspection <input type="checkbox"/>			
If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.			

DIAGRAM NOT TO SCALE



Inspected by Michael Marrero State License No. FR 20220 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, California 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, or (800) 737-8188 or www.pestboard.ca.gov.
 43M-41 (Rev. 04/2015)

3244

McGraw Street, San Diego CA 92117

2/10/2025

37708

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

SCOPE AND LIMITATIONS OF THIS WOOD DESTROYING PESTS AND ORGANISMS (WDO) INSPECTION REPORT:

"Company" and "we" refers to Thrasher Termite & Pest Control of So Cal, Inc.

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

DEFINITIONS:

a) Complete inspection report. A complete report is the report of an inspection of all visible and accessible portions of a structure.

b) Limited inspection report. A limited report is the report on only part of a structure. It includes a diagram of the area inspected and indicates which portions of the structure were inspected with a recommendation for further inspection of the entire structure.

c) Supplemental inspection report. A supplemental report is the report on the inspection performed on inaccessible areas that have been made accessible as recommended on a previous report. If, after the WDO inspection report has been made, authority is given later to open inaccessible areas, a supplemental report on conditions in these areas shall be made at an additional cost.

d) Reinspection report. A reinspection report is the report on the inspections of item(s) completed as recommended on an original report or subsequent report(s). The areas reinspected are limited to the items requested by the person ordering the original inspection report. When requested by the person ordering the original report, "This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs." § 1993.1.

e) Further inspection. Further inspection items are defined as recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete the inspection. If inspection of a particular area is found to be inaccessible or limited in any way, a further inspection will be recommended by this company. At an additional cost, a further inspection will be conducted when requested by the owner after the area(s) are made accessible.

f) Local treatment.

i) Treatment of a specific area(s) of infestation or infection for the target wood-destroying pest or organism.

ii) "Local treatment is not intended to be an entire structure treatment method. If infestations of wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated." § 8516(b)10. Secondary Recommendations are below the standard of Structural Pest Control Act as a primary whole structure treatment and will be performed at the owner's or owner's agents' request.

g) Escrow Clearance. Lenders often require certification or clearance that a structure is free from wood-destroying pests and organisms and from conditions deemed likely to lead to infestation. A LIMITED INSPECTION REPORT WILL NOT SATISFY AN ESCROW TRANSACTION OR PROVIDE A SECTION 1 OR SECTION 2 CERTIFICATION/CLEARANCE. TO CERTIFY/CLEAR A PROPERTY. A COMPLETE INSPECTION is required for Section 1 or Section 2 certification or clearance. Check with your escrow officer. Exception: when

3244

McGraw Street, San Diego CA 92117

2/10/2025

37708

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

the property is an attached home sharing common walls with others. If requested to perform an interior-only inspection for a condominium/townhome, we will also perform an exterior inspection of the unit and provide a second limited inspection report.

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

a. A complete inspection report will include an inspection of all visible and accessible areas of the structure on the date of the inspection.

b. A limited inspection report will include inspection of only the specific visible and accessible areas requested by the owner or owner's representative.

c. A limited inspection report for condominium/townhome-type units sharing common walls, foundations and/or attics with adjacent units, will be limited to interior inspection. A separate limited inspection report may be provided for the exterior. (Adjacent units are not inspected and are not included in the report. No opinion is rendered, nor guarantee implied regarding the spreading of infections or infestations from other areas into the inspected unit. If infestations or infections are found in the condominium type unit, it is recommended that all attached and adjacent units be inspected for infestations or infections.)

EXCLUDED FROM THE INSPECTION. This Wood Destroying Pests and Organisms (WDO) Inspection Report excludes the following:

a. Inaccessible areas. Some areas of the structure were not visible or accessible on the date of the inspection, these include but are not limited to furnished interiors; inaccessible attics and sub areas, or portions thereof that lack 12 inches of crawl space; interior of hollow walls; spaces between floor or porch deck and the ceiling or soffit below; stall shower over finished ceilings; such structural segments as porte cocheres, enclosed balconies, buttresses, and similar areas to which there is no access without defacing or tearing out lumber, masonry or finished work, or vegetation; built-in cabinet work; floors beneath coverings and/or carpeting, or concealed by appliances, furniture, or cabinets; areas where storage conditions make inspection impracticable; areas concealed by heavy items such as carpets, furniture, or appliances (we do not move heavy items).

b. Newly repaired or painted areas. Newly painted surfaces or repairs in some instances can conceal evidence of damage. Company does not assume any responsibility for hidden defects when a structure has recently been painted or any repair work has been done deliberately or inadvertently that conceals adverse conditions or infections.

c. Second story eaves. Second story eaves are inspected from the ground level only. Our inspectors do not carry second story ladders and for safety reasons close access to these areas is inaccessible to an inspector working alone.

d. Ancillary structures. Unless otherwise specified in this report, the following were not inspected: fences, sheds, dog houses, playhouses/play structures, detached patios, gazebos, detached wood decks, wood retaining walls or wood walkways. If you desire information about areas that were not inspected, a further inspection may be performed at an additional cost.

OUTSIDE THE SCOPE OF WORK. The following areas are outside the scope of a Wood Destroying Pests and Organisms (WDO) Inspection Report.

3244

McGraw Street, San Diego CA 92117

2/10/2025

37708

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

a. Household Pests: This is not a household pest inspection report and does not include common household pests such as ants, cockroaches, termites, beetles, fleas, moths, weevils, vermin, mice, rats, etc. If you would like your property inspected for household pests, please let us know and we will have one of our licensed general pest representatives inspect your property.

b. Home Inspection: This is not a home inspection. No opinion is rendered, nor guarantee implied, regarding building code requirements or structural plumbing, electrical, mechanical, heating, air conditioning, appliances or other defects that do not pertain to wood destroying organisms.

c. Roof: The exterior surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractors State License Board.

d. Mold or Asbestos: This property was not inspected nor tested for mold or asbestos. No opinion is rendered, nor guarantee implied, regarding mold, asbestos, or any mold or asbestos-like conditions. There may be health related issues associated with the structural repairs recommended in this inspection report. These issues may include, but are not limited to, the possible release of mold spores during the course of the repairs. We are not qualified to, and do not, render any opinions concerning such health issues or any special precautions. Any questions concerning health issues or special precautions to be taken prior to or during the course of such repairs, should be directed to the appropriate health care professional before any such repairs are undertaken.

e. Lead: This property was not inspected nor tested for lead. No opinion is rendered, nor guarantee implied, regarding lead. Federal Environmental Protection Agency (EPA) regulations require that certain precautions be taken to protect you and your family from any lead-based paint dust. A contractor that disturbs painted surfaces in homes, childcare facilities and schools, which were built before 1978, must be certified by the EPA and follow specific work practices set forth by the EPA, to prevent lead contamination. If you have any questions about the regulations or if you plan to do any work yourself, you can contact the National Lead Information Center at (800) 424-5323. This notice is provided in compliance with California's Proposition 65. LEAD IS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS AND/OR OTHER REPRODUCTIVE HARM.

f. Leaks: This property was not inspected for leaks. No opinion is rendered, nor guarantee implied, regarding any leakage, such as (but not limited to) plumbing, appliances, walls, doors, windows, any type of seepage, roof or deck coverings.

LIMITATION OF LIABILITY. When a corrective condition is identified, and the property owner or the property owner's designated agent chooses not to correct those conditions, the Company is not liable for damages resulting from a failure to correct those conditions. Company is not liable for damages caused by any infection, infestation or any other adverse condition which may exist in inaccessible areas or which may become visibly evident in such areas after the date of this report.

This Wood Destroying Pests and Organisms Inspection Report covers existing infestations or infections that are described in this report.

SEPARATED REPORT

"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 of infection.

3244

McGraw Street, San Diego CA 92117

2/10/2025

37708

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

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 area(s) which during the original inspection did not allow the inspector access to complete the inspection and cannot be defined as Section I or Section II." (§ 1990.f)

3244

McGraw Street, San Diego CA 92117

2/10/2025

37708

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

SUB AREA:

ITEM 1A FINDING: Evidence of SUBTERRANEAN TERMITES was noted at the SUBFLOORING. These infestations appear to be originating at the soil beneath the FOUNDATION.

RECOMMENDATION: PERFORM A COMPLETE SOIL TREATMENT treatment for subterranean termites. (*Substructure*)- locally treat the subarea at the areas infestation (foundation walls, soil around piers and/or plumbing lines, etc.) (*Exterior*)-Treat soil adjacent to the exterior foundation walls by drill/treat, trench/treat and/or rod/treat applications. Trench soil adjacent to foundation to 6"depth. A series of holes will be drilled at all exterior abutting concrete walkways, porches and at the base of any exterior veneer. The trenches and holes will be injected with the termiticide.

***** This is a Section 1 Item *****

NOTE: After the treatment is completed all accessible evidence of subterranean termites (mud shelter tubes/swarmers) will be removed.

NOTE: The treatment outlined above in ITEM #1A will guarantee the entire structure against SUBTERRANEAN TERMITES infestations for a period of TWO (2) YEARS.

In the performance of the above recommendation, we propose to use the chemical TERMI DOR - (Fipronil)

ITEM 1B FINDING: CELLULOSE DEBRIS was noted on the SUBAREA SOIL.

RECOMMENDATION: REMOVE THE CELLULOSE DEBRIS of rakeable size and dispose of it properly.

***** This is a Section 2 Item *****

ITEM 1C NOTE: PORTIONS OF THE SUBSTRUCTURE AREA WAS INACCESSIBLE FOR INSPECTION, DUE TO STORAGE AND THE BASEMENT ROOM FLOORING. We will assume no responsibility for any inaccessible area that has not been inspected by our firm.

***** Information Item *****

GARAGE:

ITEM 8A FINDING: EVIDENCE OF DRYWOOD TERMITES was noted at the GARAGE FRAMING, DOOR TRIM, HEADER TRIM AND AT THE PEDESTRIAN GARAGE DOOR. These infestations may extend into inaccessible areas.

RECOMMENDATION: FUMIGATE THE ENTIRE STRUCTURE and fumigate it with a registered termiticide for complete guaranteed eradication of drywood termite infestations. Note: Owner/Agent to prepare the structure according to the terms and conditions outlined in the Occupant's Fumigation Notice, to be furnished by Thrasher Termite. Remove and/or mask all accessible drywood termite pellets and/or swarmers as necessary. NOTE: If the patio cover is removed prior to the fumigation date, the cost will be reduced to \$3120.00.

***** This is a Section 1 Item *****

NOTE: The plant life surrounding the property will impede fumigation. TRIM BACK ALL PLANTS TO CREATE AN 8"-12" SPACE BETWEEN THE STRUCTURE AND PLANT LIFE, so the fumigators will be able to achieve a seal. Noted on diagram as PL.

NOTE: Any rocks, decorative bark or debris should be raked away from the structure.

3244

McGraw Street, San Diego CA 92117

2/10/2025

37708

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

GARAGE:

NOTE: Drywood termite FUMIGATION IS GUARANTEED for TWO (2) YEARS from the date of completion and includes the entire structure.

In the performance of the above recommendation, we propose to use the chemical Vikane (Sulfuryl Flouride), along with the chemical Chloropicrin.

ITEM 8B FINDING: Evidence of DRYWOOD TERMITES DAMAGE was noted at the GARAGE DOOR TRIM AND HEADER TRIM.

RECOMMENDATION: REMOVE THE DAMAGED WOOD MEMBERS AND REPLACE WITH NEW MATERIALS. If any further damage is found, a Supplemental Report will be issued with our additional findings and cost. This area will be painted to match the existing paint color. An exact paint match is not guaranteed.

***** This is a Section 1 Item *****

ITEM 8C FINDING: Evidence of WATER DAMAGE was noted at the GARAGE PEDESTRIAN DOOR.

RECOMMENDATION: REMOVE THE DAMAGED WOOD MEMBERS AND REPLACE WITH NEW MATERIALS. If any further damage is found, a Supplemental Report will be issued with our additional findings and cost. This area will be painted to match the existing paint color. An exact paint match is not guaranteed.

***** This is a Section 2 Item *****

DECKS and PATIOS:

ITEM 9A FINDING: EVIDENCE OF DRYWOOD TERMITES ACTIVITY was noted at the PATIO COVER JOISTS, LEDGER BOARD, BEAMS, POSTS AND RAILING. These infestations may extend into inaccessible areas.

RECOMMENDATION: FUMIGATE THE ENTIRE STRUCTURE and fumigate it with a registered termiticide for complete guaranteed eradication of drywood termite infestations. Note: Owner/Agent to prepare the structure according to the terms and conditions outlined in the Occupant's Fumigation Notice, to be furnished by Thrasher Termite. Remove and/or mask all accessible drywood termite pellets and/or swarms as necessary.

***** This is a Section 1 Item *****

ITEM 9B FINDING: DRYWOOD TERMITES DAMAGE AND FUNGUS DAMAGE were noted to the PATIO COVER.

RECOMMENDATION: REMOVE AND DISPOSE OF THE EXISTING PATIO COVER. We will then patch any stucco or seal exterior of structure where it was connected to the structure. No repairs or wood replacement is included in this estimate. *(Demolish and haul away only).*

***** This is a Section 1 Item *****

ITEM 9C FINDING: Evidence of FUNGUS DAMAGE was noted at the STAIRCASE PLATFORM, JOISTS, PLANKS, STRINGERS, RAILING POSTS AND RIM JOISTS.

RECOMMENDATION: REMOVE THE DAMAGED WOOD MEMBERS AND REPLACE WITH NEW MATERIALS. If any further damage is found, a Supplemental Report will be issued with our additional findings and cost. This area will be painted to match the existing paint color. An exact paint match is not guaranteed.

***** This is a Section 1 Item *****

3244

McGraw Street, San Diego CA 92117

2/10/2025

37708

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

EXTERIOR:

ITEM 11A FINDING: EVIDENCE OF DRYWOOD TERMITE ACTIVITY was noted at the WOOD FRAMING AT THE LOWER ENTRY DOOR. These infestations may extend into inaccessible areas.

RECOMMENDATION: FUMIGATE THE ENTIRE STRUCTURE and fumigate it with a registered termiticide for complete guaranteed eradication of drywood termite infestations. Note: Owner/Agent to prepare the structure according to the terms and conditions outlined in the Occupant's Fumigation Notice, to be furnished by Thrasher Termite. Remove and/or mask all accessible drywood termite pellets and/or swarmers as necessary.

***** This is a Section 1 Item *****

ITEM 11B FINDING: Evidence of DRYWOOD TERMITE DAMAGE was noted at the WOOD FRAMING AT THE LOWER ENTRY DOOR.

RECOMMENDATION: REPAIR THE DAMAGED WOOD MEMBERS BY TRIMMING OUT THE DAMAGED PORTION(S) AND REPAIR BY FILLING WITH A QUALITY WOOD FILLER. If any further damage is found, a Supplemental Report will be issued with our additional findings and cost. This area will be painted to match the existing paint color. An exact paint match is not guaranteed.

***** This is a Section 1 Item *****

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.

THANK YOU FOR SELECTING THRASHER TERMITE AND PEST CONTROL OF SO CAL, INC., TO PERFORM A WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT ON YOUR PROPERTY. Our inspections have determined that your property will benefit from the safe application of chemical(s) listed below commonly used for structural pest control. In accordance with the laws and regulations of the State of California, we are required to notify you and your occupants with the following information prior to any

"State law requires 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 (EPA). 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 SYMPTOMS SIMILAR TO COMMON SEASONAL ILLNESS OR COMPARABLE TO THE FLU, or difficulty breathing or shortness of breath, feeling of tightness in the chest or chest wall pain, numbness or slowed speech or movements contact your physician and/or the Poison Control Center (800) 222-1222 and Thrasher Termite & Pest Control of So Cal, Inc (



**Thrasher Termite & Pest Control
of So Cal, Inc.**
8957 Complex Drive
San Diego, CA 92123
Call/Text: 619-955-5121
Info@ThrasherPest.com
www.ThrasherPest.com

WORK AUTHORIZATION CONTRACT

Address of Property: 3244 McGraw Street, San Diego CA 92117
 Inspection Date: 2/10/2025
 Report #: 37708
 Title Co. & Escrow #:

SECTION 1	SECTION 2	FURTHER INSPECTION
1A \$ 1700.00 Subtreat	1B SEE #1A Cellulose Debris Removal	
8A \$ 3510.00 Fumigation	8C Trades	
8B Trades Wood Repairs		
9A SEE #8A		
9B \$ 3100.00 Demo & Dispose of Patio Cover		
9C Trades Wood Repairs - Exterior		
11A SEE #8A		
11B Trades Wood Repairs - Exterior		

**We Authorized the Following
Section 1 Items to be Performed.**

List Items & Dollar Amount Approved: _____

**We Authorized the Following
Section 2 Items to be Performed.**

List Items & Dollar Amount Approved: _____

**We Authorized the Following
Items for Further Inspection.**

Proposed Cost Section 1: \$0.00

Proposed Cost Section 2: \$0.00

Proposed Cost Fur.Insp.: \$0.00

Total: \$0.00

UNDER THE CALIFORNIA MECHANIC'S LIEN LAW: Any structural pest control company who contracts to perform 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.

By executing this Work Authorization Contract, customer acknowledges that he/she has been advised of the foregoing and has had the opportunity to consult with a qualified professional.

A LIEN WILL BE FILED ON THE PROPERTY SIXTY (60) DAYS AFTER THE NOTICE OF COMPLETION IS ISSUED, IF BILL IS UNPAID. THE LIEN WILL BE RELEASED UPON RECEIPT OF PAYMENT.

I have read this Work Authorization Contract and WDO inspection report it refers to.

A SIGNED WORK AUTHORIZATION CONTRACT MUST BE RECEIVED BEFORE ANY WORK WILL BE SCHEDULED.

I have read and understand the terms of this Work Authorization Contract and hereby agree to all terms thereof.

APPROVED AND READ BY: _____

DATE _____

ACCEPTED FOR:
THRASHER TERMITE & PEST

DATE _____



**Thrasher Termite & Pest Control
of So Cal, Inc.**
8957 Complex Drive
San Diego, CA 92123
Call/Text: 619-955-5121
Info@ThrasherPest.com
www.ThrasherPest.com

WORK AUTHORIZATION CONTRACT

Address of Property: **3244 McGraw Street, San Diego CA 92117**
 Inspection Date: **2/10/2025**
 Report #: **37708**
 Title Co. & Escrow #:

IMPORTANT BILLING INFORMATION

THRASHER TERMITE & PEST CONTROL CANNOT SCHEDULE WORK ON ANY PROPERTY WITHOUT SECURING A MEANS OF PAYMENT. SPECIAL ORDERS FOR MATERIALS OR WORK EXCEEDING \$5,000.00, WILL REQUIRE A \$1,000 DEPOSIT.

HOMEOWNERS PAYING DIRECTLY: *(Please choose one of the following options)*

I will provide a valid credit card number that can be billed for the entire amount of work scheduled, once the job has been completed

OR

I will mail a pre-printed local check written for the entire amount of work to be completed – *(To be mailed in prior to performing work).*

FOR WORK THAT IS BILLED THROUGH ESCROW:

Thrasher requires the person scheduling the work shall provide A VALID CREDIT CARD NUMBER, EXPIRATION DATE and CVV CODE at the time the work is scheduled. We accept the following cards - *(American Express, Discover, Mastercard or Visa).*

Thrasher will hold the credit card information provided until such time as full payment is received from the seller/buyer or the escrow company. The credit card number will be destroyed immediately upon receipt of payment. A charge in the full amount will be placed on this credit card if payment is NOT RECEIVED from seller/buyer or the escrow company WITHIN FIVE (5) DAYS after escrow closes or within 45 days from full completion of job.

PLEASE FILL OUT THIS SECTION IN ITS ENTIRETY

Name on Credit Card: _____

Email Address: _____

Phone Number of Cardholder: (_____) _____

Billing Address Zip: _____

Card Number: _____ - _____ - _____ - _____

Exp: _____ / _____

CVV Code: _____

By signing this agreement, you are stating that you have read and fully understand this Important Billing Information form and authorize THRASHER TERMITE & PEST CONTROL of SO CAL, INC. to charge this credit card if payment is not received from the seller/buyer or the escrow company you provided to us within the allotted time.

Printed Name of Card Holder

Title: *(Buyer, Seller, Owner, Agent, Property Manager)*

Signature of Card Holder

Date



License PR7462

Thrasher Termite & Pest Control of So Cal, Inc.
8957 Complex Drive, San Diego CA 92123
Call or Text: 619-955-5121
Learn more at ThrasherPest.com

GENERAL TERMS AND CONDITIONS

v2024.05

"Customer" refers to the individual(s) or company responsible for payment. (Customer may be a property owner, landlord, or property manager.)

"Occupant" refers to any individual living in or using any portion of the property; occupant may be an owner, renter, or tenant, or other person authorized or unauthorized to reside at the property.

"Company" refers to Thrasher Termite & Pest Control of So Cal, Inc., license number PR7462.

The Customer is responsible for the occupant's compliance with the terms and conditions of Company's pest control services. Customer agrees to communicate appropriate information about any treatment to Occupant(s) prior to date of service.

The agreed upon fees and terms and conditions are for the treatment of target pests in areas specifically noted in the referenced WDO Inspection Report. Inspection and treatment for any of the following pests are expressly excluded unless otherwise noted as Target Pests in the body of the referenced WDO Inspection Report: bed bugs, carpenter ants, brown banded cockroaches, German cockroaches, fleas, flies, mosquitoes, ticks, wood destroying beetles, rodents and other mammals, birds, fungi, and other pests not specifically listed as Target Pests.

Due to fluctuating material costs, quotes for treatments and repairs are void after 45 days and are subject to re-evaluation and adjustment as necessary.

Damage and Injury. In the course of its work, Company will exercise due care to avoid damaging any part of Customer's or occupant's property, plants or animals. Under no circumstances or conditions shall Company be responsible for damage caused by Company at the time the work is performed except those damages resulting from gross negligence on the part of Company. Further, Company will not be held responsible or assume liability for (1) any past, present, or future damage to property or its contents as a result of any Target or Non-Target pest activity, or (2) any costs, compensation thereof, or expenses incurred by the Customer or occupant's as a result of any such damage, or (3) for any injury, disease, allergic reactions, or illness caused, or allegedly caused, by bites, stings or contamination by any insect, arachnid, fungus, or rodent, nor is Thrasher liable for infestations of any pests during or after services are rendered.

Regulatory Requirements. Company abides by all local, state, and federal regulations. Should regulations now, or in the future, be amended in such a way as to limit Company's ability to perform under this agreement, then Company shall have the option of terminating the agreement AND Company shall not be responsible for damages resulting from Company's inability to perform.

Transfer. Limited warranties may be transferred to a subsequent owner of the structure(s) with the prior written consent of Company.

Governing Law. The validity, performance and construction of this agreement shall be governed by the laws of the state of California.

LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED HEREUNDER, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR KNEW OR SHOULD HAVE KNOWN THEREOF. COMPANY'S LIABILITY HEREUNDER TO THE CUSTOMER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO COMPANY BY THE CUSTOMER.

PESTICIDE NOTICE (SECTION 8538)

"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 symptoms similar to common seasonal illness comparable to the flu, or any of the following (excessive sweating, salivation, nausea, stomach pain, dizziness, muscle weakness, skin or eye irritation, numbness, tingling, shortness of breath, seizures, or mood changes) contact your physician or poison control center 1-800-222-1222 and your pest control company immediately."

"For further information contact any of the following: Thrasher Termite & Pest Control of So Cal, Inc. (619) 955-5121; for Health Questions—the County Health Department (phone number below); for Application Information--the County Agriculture Commissioner (phone number below); and for Regulatory Information--the Structural Pest Control Board, 916-561-8700, at 2005 Evergreen Street #1500, Sacramento CA, 95815."

Orange County Health Dept. 800-564-8448; Agriculture Commissioner 714-955-0100
Riverside County Health Dept. 951-358-5000; Agriculture. Commissioner 951-955-3045
San Diego County Health Dept. 619-692-8499; Agriculture Commissioner 858-694-8980

Pests targeted for control are listed on the referenced WDO Inspection Report.

Pesticides(s) to be used may include any or all of the following:

Vikane (Sulfuryl-fluoride used with chloropicrin)
Bora-Care or Borathor or Timbor Professional (Disodium octaborate tetrahydrate)
Termidor (Fipronil)
Premise (Imidacloprid)
Altriset (Chlorantraniliprole)
Trelona (diflubenzuron)

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: Authority cited: Section 8525, Business and Professions Code. Reference: Section 8513, Business and Professions Code.

By executing this Work Authorization Contract, Customer acknowledges that Customer has been advised of the foregoing and has had the opportunity to consult with a qualified professional.

A LIEN WILL BE FILED ON THE PROPERTY SIXTY (60) DAYS AFTER THE NOTICE OF COMPLETION IS ISSUED, IF BILL IS UNPAID. THE LIEN WILL BE RELEASED UPON RECEIPT OF PAYMENT.

NOTICES

CHEMICAL SENSITIVITY. If Customer or Occupant(s) of the structure(s), or adjacent buildings, believe they are or may be sensitive to pesticides or their odors, or if Customer or Occupant(s) have consulted with a medical doctor, or other healthcare provider, regarding such sensitivity, Customer must notify Thrasher in writing, in advance of treatment of the structure(s). Company reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide such notification represents Customer's assumption of risk and waiver of any claims against Thrasher in connection with such sensitivity. It is the duty of Customer to notify the Occupant(s) of the covered structure of any and all impending treatments.

LEAD. (Buildings Constructed before 1978) The estimate and prices quoted are given with the assumption that lead paint is not present. If lead paint is discovered, the estimated prices quoted will be revised. Federal Environmental Protection Agency (EPA) regulations require that certain precautions be taken to protect you and your family from any lead-based paint dust, which might be disturbed during our work. Any contractor that disturbs painted surfaces in homes, childcare facilities and schools, which were built before 1978, must be certified by the EPA and follow specific work practices set forth by the EPA, to prevent lead contamination. If you have any questions about the regulations or if you plan to do any work yourself, you can contact the National Lead Information Center at (800) 424-5323. This notice is provided in compliance with California's Proposition 65. **LEAD IS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS AND/OR OTHER REPRODUCTIVE HARM.**

MOLD OR ASBESTOS. The WDO Inspection DID NOT include any inspection for, or identification of mold, asbestos, or any mold or asbestos like conditions. There may be health related issues associated in the performance of repairs recommended in the referenced WDO Inspection Report. These issues may include, but are not limited to, the possible release of mold spores during the course of the repairs. Company is not qualified to, and does not, render any opinions concerning such health issues or any special precautions. Any questions concerning health issues or special precautions to be taken prior to or during the course of such repairs, should be directed to the appropriate health care professional or industrial hygienist before any such repairs are authorized by Customer.

USE OF SUBCONTRACTORS. Company may use subcontractors for specialty work. The charge for service that Company subcontracts to another registered company may include Company's charges for arranging and administrating such services that are in addition to the direct costs associated with paying the subcontractor. Customer may accept Company's quoted price or Customer may contract directly with another registered company licensed to perform the work. If Customer elects to contract directly with another registered company, Thrasher Termite and Pest Control of So Cal, Inc. will not in any way be responsible for any act or omission in the performance of work that Customer directly contracts with another to perform.

TITLE IN ESCROW.

Escrow Certification. When the Work Authorization Contract includes all Section 1 and Section 2 items listed in the referenced WDO Inspection Report, Company will provide Escrow Certification when work is completed.

Certification of Work Completed by Others. For purposes of certification of work completed, Company will reinspect visible and accessible areas of work completed by others. We will not attest to the work's quality or efficacy. Company cannot make any statements regarding completed work that we cannot visibly inspect either because the area is covered by paint, other finish work, or is inaccessible for any reason.

No Certification for Work Associated with a "Limited" WDO Inspection Report. A WDO INSPECTION REPORT DESIGNATED AS "LIMITED" WILL NOT SATISFY AN ESCROW TRANSACTION OR ALLOW FOR A SECTION 1 OR SECTION 2 CERTIFICATION. To certify a property, Company must perform a complete inspection and then all Section 1 and Section 2 items must be cleared. The only exception is if the property is an attached home sharing common walls with others. By signing the Work Authorization Contract, Customer acknowledges that they understand this statement.

SERVICE-SPECIFIC TERMS & CONDITIONS

FUMIGATION

Use of Subcontractors. Company is not licensed as a structural fumigator and will sub-contract fumigations to a registered fumigator licensed by the Structural Pest Control Board to perform fumigations. **YOUR FUMIGATION WILL BE SUB-CONTRACTED TO A LICENSED AND BONDED FUMIGATION COMPANY.**

Limitations of Liability. Fumigation is an undertaking that involves coordination between Customer, Company, sub-contractor, the gas utility, neighbors, tenants, and preparation work crew. As Customer's selected vendor, Thrasher Termite & Pest Control of So Cal, Inc. will assign a fumigation coordinator to work directly with Customer to explain the fumigation process and to provide additional, legally required notices prior to fumigation. The following constitutes a summary of important notices. **THIS LIST IS NOT INCLUSIVE:**

Company assumes no responsibility for damage to landscaping, shrubbery, trees, plants, roof-mounted TV antennas, roofs, or roof tiles.

Company assumes no responsibility for the security of the premises or of theft or vandalism prevention. Customers are advised to remove valuable personal property from the premises prior to fumigation.

Company assumes no responsibility for activities that MUST be performed by Customer, including, but not limited to, preparing the exterior of the structure for fumigation; securing the cooperation of neighbors; providing an Occupant's Fumigation Notice to tenants; removing all ingestible items from the premises or placing ingestible items in approved and sealed nylon bags; removing valuable personal property from the premises; and relocating plants and animals away from the premises for the duration of the fumigation.

Limited Warranty. For two (2) years from the date of work completed Fumigation for Drywood Termites is warranted to be effective in the extermination of live drywood termites from the fumigated structure at the time of the fumigation. This limited warranty does not cover any consequential or subsequent damages or future infestations. Fumigation leaves behind no residue and does not prevent future infestations of drywood termites. Suspected drywood termite activity reported to Company will be inspected at no additional charge.

Customer Limited Warranty Obligations: As a condition of the limited warranty, Customer is required to maintain the structure free from any factors that contribute to infestation by drywood termites. Damaged wood that remains unrepaired after drywood termite fumigation is a condition conducive to reinfestation. Customer agrees to complete all Company-recommended repairs within 180 days of fumigation. Failure to do so may void the limited warranty at Company's option. Customer is required to correct/prevent the following conditions conducive to drywood termite infestation: firewood storage within 36 inches of the structure; trash, lumber, or wood fencing with direct wood-soil contact; standing water in or abutting the structure; allowing bare wood to be exposed to the elements; or allowing water to hit directly on to the structure. Failure to properly maintain the structure will void the limited warranty. Customer is required to notify Company of suspected new termite activity within 30 days of discovery. Failure to do so will void the limited warranty.

Limited Warranty Claims. During the limited warranty period, remedial treatment is offered for active pest(s) originally targeted by treatment and in the structures originally treated. Treatment will be at no additional charge. Treatment measures, methods, and materials are at the sole discretion of Company. Remedial treatments are not individually guaranteed, and do not extend any warranty. All corrections of infestations or infections covered by the limited warranty shall be completed within six months of discovery unless otherwise agreed to in writing by both parties.

REPAIR SERVICE: **WOOD, DECK, PATIO COVER, AND/OR HOUSE REPAIR(S)**

Materials, Wood. Company will remove and replacement of damaged wood members with like-type, current-sized materials. If wood to be replaced is not standard sized, Customer may request that wood members be specially milled at an additional cost.

Materials, Other. Company will replace other materials with standard, construction grade materials. **Customer may request upgraded materials at an additional cost.**

Discovery of further damage. In the course of repairs, damage or infestation described in the referenced WDO Inspection Report is later found to extend further than anticipated, or after opening walls or previously concealed or inaccessible areas, further damage or infection or infestation is found, this quote does not include such repairs. Work will pause. A Supplemental Report will be prepared listing any additional repairs, treatment and additional costs. Any work completed in these areas will be at the owner's direction and at an additional charge. **CUSTOMER SHOULD BE AWARE OF THIS CLOSED BID WHEN CONTRACTING WITH OTHERS OR UNDERTAKING THE WORK THEMSELVES.**

Hold Harmless. Customer agrees to hold Thrasher Termite and Pest Control of So Cal, Inc., harmless for any damage which may occur to plant life, wiring, trees, pets, sprinkler systems, tile roofs, plumbing leaks or changes which may occur during the performance of the work. We assume no responsibility for damage to any plumbing, water, gas or electrical lines, during the process performing repairs.

Limited Warranty. For one (1) year from the date of work completed Repairs are warranted to be free from defects in materials and workmanship. The limited warranty does not cover conditions hidden by finished surfaces or that may develop in/or from inaccessible areas and/or after the date of inspection.

LOCAL TREATMENT **FOR DRYWOOD TERMITES OR WESTERN SUBTERRANEAN TERMITES**

Note: LOCAL TREATMENT IS NOT INTENDED TO BE AN ENTIRE STRUCTURE TREATMENT METHOD. If infestations of Wood Destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated.

Risks when drilling through surfaces. During the process of treatment it may be necessary to drill holes through stucco walls, siding, or wood trim; or through ceramic tiles or other floor coverings; or through cement or stone patios or walkways. These holes will be sealed with cement or other appropriate sealer. **Company assumes no responsibility for cracks, chipping, or other damage, to walls, patios, walkways, or floor coverings.** Company does not re-lay carpeting. Customer may have carpet re-laid at their own expense.

Hold Harmless. Customer agrees to hold Thrasher Termite and Pest Control of So Cal, Inc., harmless for any damage which may occur to plant life, wiring, trees, pets, sprinkler systems, tile roofs, plumbing leaks or changes which may occur during the performance of the work. We assume no responsibility for damage to any plumbing, water, gas or electrical lines, during the process of pressure treatment of concrete slab areas or replacement of concrete or structural timbers.

Limited Warranty. For one (1) year from the date of work completed Local Treatments are warranted to be effective in preventing reinfestation of the target organism at the treated areas only.

Limited Warranty Claims. During the limited warranty period, remedial treatment is offered for active pest(s) originally targeted by treatment and in the locations originally treated. Treatment will be at no additional charge. Treatment measures, methods, and materials are at the sole discretion of Company. Remedial treatments are not individually guaranteed, and do not extend any warranty. All corrections of infestations or infections covered by the limited warranty shall be completed within six months of discovery unless otherwise agreed to in writing by both parties.

COMPLETE WESTERN SUBTERRANEAN TERMITE TREATMENT

Risks when drilling through surfaces. During the process of treatment it may be necessary to drill holes through stucco walls, siding, or wood trim; or through ceramic tiles or other floor coverings; or through cement or stone patios or walkways. These holes will be sealed with cement or other appropriate sealer. **Company assumes no responsibility for cracks, chipping, or other damage, to walls, patios, walkways, or floor coverings.** Company does not re-lay carpeting. Customer may have carpet re-laid at their own expense.

Limited Warranty. For two (2) years from the date of work completed Complete Western Subterranean Termite Treatments are warranted to be effective in preventing reinfestation of the treated structure by Western subterranean termites.

Customer Limited Warranty Obligations: As a condition of the limited warranty, Customer is required to correct/prevent the following conditions conducive to subterranean termite infestation: firewood storage within 36 inches of the structure; trash, lumber, or wood fencing with direct wood-soil contact; standing water in or abutting the structure; allowing bare wood to be exposed to the elements; or allowing water to hit directly on to the structure. Failure to properly maintain the structure will void the limited warranty. Customer is required to notify Company of suspected new termite activity within 30 days of discovery. Failure to do so will void the limited warranty.

Limited Warranty Claims. During the limited warranty period, remedial treatment is offered for active pest(s) originally targeted by treatment and in the locations originally treated. Treatment will be at no additional charge. Treatment measures, methods, and materials are at the sole discretion of Company. Remedial treatments are not individually guaranteed, and do not extend any warranty. All corrections of infestations or infections covered by the limited warranty shall be completed within six months of discovery unless otherwise agreed to in writing by both parties.

PAYMENT TERMS

THE WORK AUTHORIZATION CONTRACT MUST BE SIGNED BY CUSTOMER AND RECEIVED BY COMPANY BEFORE ANY WORK WILL BE SCHEDULED. In the event of a cancellation or other breach of this Work Authorization Contract, or any of the provisions thereof, Thrasher Termite and Pest Control of So Cal, Inc., shall be entitled to recover from the party who cancels or breaches, in addition to any other relief provided by law, such costs and expenses as may be incurred including reasonable attorney's fees, court costs and other costs and expenses taxable or otherwise, reasonably necessary in preparing and seeking relief whether or not a lawsuit is filed.

A METHOD OF PAYMENT MUST BE SECURED BEFORE ANY WORK WILL BE SCHEDULED. Electronic funds transfer (EFT/ACH) is the preferred method of payment. A 1% discount is applied to EFT/ACH payments. Company will also accept either a valid credit card that will be billed for the entire amount of authorized work upon completion; or, a live, local, check for the entire amount of authorized work that will be deposited upon completion of the work.

DEPOSIT. A deposit of \$1,000 is required for special orders for materials or when work exceeds \$5000.

CANCELLATION FEE. A \$250 cancellation fee will be levied when work is cancelled by Customer on the same day that work is scheduled. Cancellation fee also applies when Customer is not properly prepared on or ready for treatment on the scheduled day of service and Company is thereby prevented from starting work.

PAYMENT DUE. THE TOTAL AMOUNT OF THE WORK AUTHORIZATION CONTRACT IS DUE AND PAYABLE UPON COMPLETION OF THE WORK DESCRIBED IN THE WORK AUTHORIZATION CONTRACT, unless otherwise agreed in writing.

INSUFFICIENT FUNDS-BAD CHECK: Pursuant to California Civil Code section 1719(a) Customer is liable for full amount of the check plus a service charge of \$25 for the first bounced check and \$35.00 for each subsequent bounced check. Customer shall also be liable for damages equal to three times the amount of the check, (which

shall be at least \$100, but not more than \$1,500, if Customer fails to pay within thirty (30) days from the date the Notice of Bad Check is mailed.

NONPAYMENT. In the event legal action is necessary to collect any amount due Company, Company will be entitled to recover from the Customer all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to the outstanding amount due. A service charge of 1.5% per month, 18% per annum, shall accrue on all balances payable over thirty (30) days late from the date due until payment is received.

CANCELLED ESCROW. IN THE EVENT OF A CANCELLED TITLE ESCROW, WORK PERFORMED AGAINST AN EXISTING TITLE ESCROW IS THE FINANCIAL RESPONSIBILITY OF THE PROPERTY OWNER AND THE PARTY WHO SIGNED THE WORK AUTHORIZATION CONTRACT. In case of a late or non-payment by owner, or other responsible party, a service charge of 1.5% per month, 18% per annum, shall accrue on all balances payable over thirty (30) days late from the date due until payment is received.

FORMOSAN SUBTERRANEAN TERMITE TREATMENT ADDENDUM

A separate Addendum to the General Terms and Conditions applies when Formosan Subterranean Termite Treatment is contracted for by Customer.

SUBTERRANEAN TERMITE BAITING SYSTEM SERVICE ADDENDUM

This Addendum to the General Terms and Conditions applies when Subterranean Termite Baiting is contracted for by Customer.

Effective with the date of installation and for one year thereafter, Thrasher Termite & Pest Control, Inc. (Company) will install and maintain a subterranean termite bait system at the service address.

1. Company's Service Commitment

- A. Install termite bait stations in the soil around the perimeter of the structure(s).
- B. Monitor those stations as needed during the term of this agreement and according to manufacturer's specifications.
- C. During the term of this agreement, add termite bait to and remove it from the stations as appropriate.
- D. Provide periodic service reports.

2. Continuing Protection

To maintain uninterrupted service, your credit card will be billed annually. You may cancel service at any time. Company reserves the right to revise the monitoring fee after the second year of implementation.

3. Customer Understanding of Performance of the Subterranean Termite Bait System

Customer understands that: The baiting system involves monitoring, colony elimination or control with termite bait, and subsequent monitoring for continuous protection from new termite activity. Colony elimination or control is anticipated, but cannot be assured, to occur within 6 to 24 months from the commencement of the program.

- During the period before colony elimination or control is achieved, new damage from subterranean termites may occur. Company is not responsible for remediating any damage whatsoever caused by termites or other organisms.
- If after 24 months from commencement of the bait system, termite colony elimination or control has not been achieved, Company may in its sole discretion propose treatment using a different termite bait formulation, or using a liquid termiticide and a new agreement will be offered for consideration.

- Additional services such as spot applications of liquid termiticides are available for an addition fee to combat termite activity on a localized basis if desired, but are not necessary or needed for termite colony elimination.

4. Customer Responsibilities

- A. Customer will allow timely and convenient access to property to perform necessary treatments, service and inspection.
- B. Customer will not move, open or handle monitor stations, bait tubes, or any part of the system.
- C. Customer will notify Company in advance of any landscaping near the system and follow advice from Company to avoid undue disruption of the system.
- D. Customer will make necessary corrections to property as recommended to prevent new and to correct existing conducive conditions. Conducive conditions can be defined as (but not limited to) any condition around, in, or under building or structure that favors the presence of subterranean termites, such as areas where there is structural wood to ground contact, wood debris in crawl space, excessive moisture, improper ventilation and stucco/veneer/Rigid Board Insulation below grade.
- E. Customer will keep the baited/monitored areas free from any factors contributing to infestations, such as wood, debris, lumber, standing water, etc.
- F. Customer will not apply or agreement to apply any insecticide to baited/monitored areas and will disclose to Company any and all prior and future pesticide treatments.
- G. Customer will contact Company immediately should Customer see evidence of subterranean termites inside the structure.

5. Limited Warranty

Company warrants that during the term of this agreement it will follow state laws and manufacturer's instructions for the installation and maintenance of the baiting system. **Damage caused by subterranean termites is not covered by the limited warranty. This agreement expressly excludes treatment of or damage caused by drywood termites, dampwood termites, subterranean termites (Western or Formosan or other), or any other wood destroying organisms.**

SUBTERRANEAN TERMITE BAITING SYSTEM GENERAL TERMS AND CONDITIONS

1. **Additional Damage.** Subterranean Termite Baiting is designed to reduce and/or eliminate termite activity to the extent required to provide the structure with protection from future infestation. Achievement of this result may take several months or in some cases longer depending on the size and number of subterranean termite colonies present the number of conducive conditions, the treatment method used, and the number of stations used and their placement. Additional damage may occur during term of this agreement because of the nature of the control program. Company reserves the right to substitute or modify this program.
2. **Structural/Landscaping Changes.** This agreement covers the structure(s) listed in this agreement as of the date of the initial treatment. In the event that the Customer effects structural changes to the treated structures, disturbs the surrounding grounds and/or constructs additional structures on the property, including but not limited to guest houses, swimming pools, tennis courts, landscaping and landscaping timbers, etc., after the date of initial treatment, this agreement shall terminate unless Customer gives Company advance notice of such construction and agrees to pay such additional amounts as are necessary to maintain the efficiency of the system for all structures on the premises. Company may also adjust the monitoring fee in accordance with such additional structures and/or construction.
3. **Ownership of Bait Stations.** All of the components of the baiting system ("Components") are and will remain the property of Company. The Customer has no rights to any of the components, other than the right to their use as installed by Company on the Customer's premises under this agreement. Baiting has NO residual effect and infestation is possible after removal of the system. On the expiration or termination of this agreement, Company or its representatives are authorized by the Customer to retrieve from the Customer's premises the stations and other Components for appropriate disposition.

4. **Bait Station Integrity.** Customer shall promptly advise Company in the event that any of the monitoring or bait stations are damaged or removed for any reason so as to facilitate the repair or replacement of the same. Any cost incurred including the labor and materials shall be the responsibility of the Customer at the then current cost per station plus labor.
5. **Hold Harmless.** Although Company will exercise reasonable care installing, inspecting or removing the bait stations, Customer agrees to hold the Company and its agents harmless for any landscaping blemishes or damages to plumbing or electric conduit.
6. **Flood.** Flooding, whether an act of nature or other causes, may destroy the effectiveness of Company's treatment. After the Customer reports remediation of the flooded area, Company will inspect the bait system and refresh bait as necessary.
7. **Payment.** This agreement is not valid unless actual work is performed and paid for as promised in this agreement. Should Customer fail to pay as agreed, Company is released from liability and a collecting fee equal to the price of the work performed as indicated in the agreement, plus a removal fee of \$20.00 per station will be assessed. The Customer agrees to pay all costs of collection including but not limited to interest on unpaid balance equal to 1.75% (21% per year) per month, court costs, legal fees, collection fees and reasonable attorney's fees.
8. **Rigid Board Insulation Provision.** Rigid board insulation, foam board, and similar materials (hereinafter collectively referred to as "RBI") are conducive to infestation by wood destroying organisms. The presence of RBI in structures makes it difficult, and sometimes impossible, to control infestations by wood destroying organisms. If RBI exists in the structure covered by this agreement, Company, will use its best efforts to control subterranean termites pursuant to this agreement. In no event will Company, be responsible for infestation or damage which occurs due to RBI.
9. **3-Year Inspection.** A full inspection of the property covered by this agreement will be conducted once every three years from the date of the agreement, unless the Customer cancels the agreement within three years from the date of the agreement.