

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT


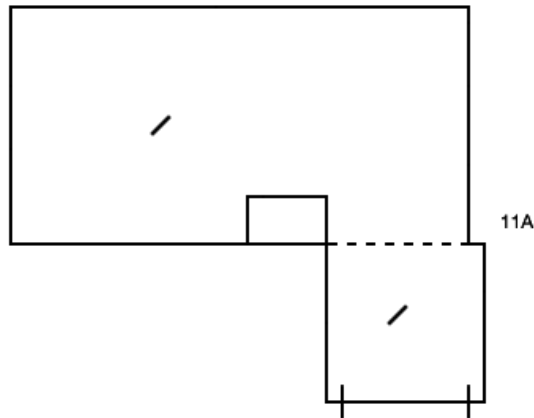
Building No. 2901	Street Jody Ln.	City Oceanside	ZIP 92056	Date of Inspection 05/01/2023	Number of Pages 3				
			Bite Away Termite and Pest Control, Inc. 926 S. Andreasen Dr. Suite 110 Escondido CA 92029 (619) 582-7378 (888) 321-2483 info@biteawaypest.com		Report # : 10770 Registration # : PR4826 Escrow # : <input type="checkbox"/> CORRECTED REPORT				
Ordered by: Alex Kussoff 2901 Jody Ln. Oceanside CA 92056 MOBILE: (310) 709-1461 kussoff@yahoo.com		Property Owner and/or Party of Interest: Alex Kussoff 2901 Jody Ln. Oceanside CA 92056 MOBILE: (310) 709-1461 kussoff@yahoo.com		Report sent to: Peter Bolane 2901 Jody Ln. Oceanside CA 92056 MOBILE: (760) 214-7456 peterbolane@gmail.com					
COMPLETE REPORT <input checked="" type="checkbox"/>			LIMITED REPORT <input type="checkbox"/>		SUPPLEMENTAL REPORT <input type="checkbox"/>		REINSPECTION REPORT <input type="checkbox"/>		
GENERAL DESCRIPTION: One-story single family residence, stucco, composition roof, occupied/furnished, attached garage						Inspection Tag Posted: Garage			
						Other Tags Posted:			
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.									
Subterranean Termites <input 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 the 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: Terry Ratigan State License No. FR29887 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, 95815-3831.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov.

BITE AWAY TERMITE AND PEST CONTROL, INC.

Page 2 of 3 inspection report

2901	Jody Ln.	Oceanside	CA	92056
Address of Property Inspected		City	State	ZIP
05/01/2023	10770			
Date of Inspection	Corresponding Report No.	Escrow No.		

WHAT IS A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT? READ THIS DOCUMENT. IT EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION AND A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT.

A Wood Destroying Pest & Organism Inspection Report contains findings as to the presence or absence of evidence of wood destroying pests and organisms in visible and accessible areas and contains recommendations for correcting any infestations or infections found. The contents of Wood Destroying Pest & Organism Inspection Reports are governed by the Structural Pest Control Act and regulations.

Some structures do not comply with building code requirements or may have structural, plumbing, electrical, mechanical, heating, air conditioning or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest & Organism Inspection Report does not contain information on such defects, if any, as they are not within the scope of the licenses of either this company, or it's employees.

The Structural Pest Control Act requires inspection of only those areas which are visible and accessible at the time of inspection. Some areas of the structure are not accessible to inspection, such as the interior of hollow walls, spaces between floors, areas concealed by carpeting, appliances, furniture or cabinets. Infestations or infections may be active in these areas without visible and accessible evidence. If you desire information about areas that were not inspected, a further inspection may be performed at an additional cost. Carpets, furniture or appliances are not moved and windows are not opened during a routine inspection.

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 Contractor's State License Board.

This company does not certify or guarantee against any leakage, such as (but not limited to) plumbing, appliances, walls, doors, windows, any type of seepage, roof or deck coverings. This company renders no guarantee, whatsoever, against any infection, infestation or any other adverse condition which may exist in such areas or may become visibly evident in such area after this date. Upon request, further inspection of these areas would be performed at an additional charge.

In the event damage or infestation described herein is later found to extend further than anticipated, our bid will not include such repairs. OWNER SHOULD BE AWARE OF THIS CLOSED BID WHEN CONTRACTING WITH OTHERS OR UNDERTAKING THE WORK HIMSELF/HERSELF.

If requested by the person ordering this report, a re-inspection of the structure will be performed. Such requests must be within four (4) months of the date of this inspection. Every re-inspection fee amount shall not exceed the original inspection fee.

Wall paper, stain, or interior painting are excluded from our contract. New wood exposed to the weather will be prime painted, only upon request at an additional expense.

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.

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.

This Wood Destroying Pest & Organisms Report DOES NOT INCLUDE MOLD or any mold like conditions. No reference will be made to mold or mold-like conditions. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold like conditions, please contact the appropriate mold professional.

BITE AWAY TERMITE AND PEST CONTROL, INC.

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Address of Property Inspected		City	State	ZIP
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SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION.

SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND.

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

All fences and / or gates, attached or detached are excluded form this report.

There is extensive use of wood filler on the exterior wood members that was present prior to this inspection. Bite Away will not be held liable for any damage that is concealed by wood fillers.

SECTION I:

11A - Other / Exterior

Evidence of drywood termite infestation noted at eaves, as per report dated 10/12/22.

Cover house and garage and fumigate for the elimination of dry wood termites. Cover or remove accessible termite pellets.

Thank you for selecting us to perform a structural pest control inspection on your property. Should you have any questions regarding this report, please call us directly by the contact information provided on the first page of the inspection report.

Our inspectors have determined that your property will benefit from a safe application of chemicals commonly used for structural pest control. In accordance with the laws and regulations of the State of California, we are required to provide you and your occupants with the following information prior to any application of chemicals to such property.

Please take a few moments to read and become familiar with the content. 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 scientific evidence, there are no appreciable risks weighted by the benefits. The degree of risk depends on the degree of exposure, so exposure should be minimized.

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

For further information, contact any of the following agencies in your area:

Fumigation is warranted for a period of two (2) years.

Poison Control Center	(800) 222-1222
Agricultural Department	(858) 694-2739
Health Department	(866) 358-2966
Structural Pest Control Board	(916) 561-8700
2005 Evergreen Street, Ste. 1500. Sacramento, CA 95815	



Bite Away Termite and Pest Control, Inc.

926 S. Andreasen Dr. Suite 110
Escondido CA 92029
(619) 582-7378 (888) 321-2483
info@biteawaypest.com

WORK AUTHORIZATION

Report #: 10770

No work will be performed until a signed copy of this agreement has been received.

Address of Property : 2901 Jody Ln.
City: Oceanside
State/ZIP: CA 92056

The inspection report of the company dated, **05/01/2023** is incorporated herein by reference as though fully set forth. The company is authorized to proceed with the work outlined in the items circled below from the Termite Inspection Report for the property inspected, for a total sum of \$ _____. This total amount is due and payable within 30 days from completion repair work and/or chemical application.

This is a contract between the Client and Bite Away Termite and Pest Control, Inc.

No work will be performed until a signed copy of this agreement has been submitted to info@biteawaypest.com.

Bite Away Termite and Pest Control (Company) strives to perform the highest quality repairs, and return the damaged areas to like-new condition. When evaluating our proposal, consider that we avoid using wood fillers that eventually fail, or splicing in small pieces of wood in a larger piece simply to obtain a clearance. When wood is damaged, we recommend replacing the entire piece of wood as the most durable, professional repair. There are optional alternative methods of repair that range in price. Please contact your inspector if you have questions about the proposal.

THE COMPANY AGREES

To guarantee all repairs completed by this Company for one year from the date of completion except for caulking, grouting, or plumbing, which is guaranteed for a period of ninety (90) days. We assume no responsibility for work performed by others. We agree to be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days, to use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any shrubs, plants, or roof.

THE PERSON SIGNING THIS AGREEMENT AGREES

To pay for services rendered and any additional services requested by CLIENT upon completion of work within 30 days. Outstanding invoices that are unpaid after 30 days are subject to a service charge of one and one-half percent (1-1/2%) interest per month, or portion of any month, (annual interest rate of eighteen percent 18%). CLIENT agrees that submitting invoices to escrow is a courtesy, but invoices are still payable within 30 days regardless of the status of escrow. CLIENT grants to The Company a security interest in the property to secure payment sum for work and inspection fee completed. In case of non-payment by The CLIENT, reasonable attorney fees and costs of collection shall be paid by CLIENT, whether a suit be filed or not.

(Initials _____)

SECURITY DEPOSIT

CLIENT agrees to pay a 20% deposit towards the proposed work, or leave a credit card on file as security for payment in the event an escrow gets cancelled. CLIENT agrees to allow Company to charge the credit card for any outstanding balance upon the invoice due date. A separate secure payment link will be sent upon receipt of this signed work authorization.

ALL PARTIES AGREE

If any additional work is deemed necessary by the local building inspector (AHJ), said work will not be performed without additional authorization from the CLIENT. This contract price does not include the charge of any Inspection Report fees. Circle the items you wish performed by The Company, below and enter the total amount.

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.

In the event Client discovers a material defect or other deficiency that was not identified and reported by the inspector, Client shall immediately notify Inspection Company and allow Company and/or Company's designated representative to re-inspect and document the condition(s) of the material defect or deficiency prior to making any repair, alteration or replacement. **Client agrees to hold Company harmless if Client fails to inform the Inspection Company prior to performing repairs.**

If Company agrees to pay for any repairs, the Company reserves the right to select the qualified service provider to perform the repair(s). In the event Client chooses to use another service provider, Company reserves the right to pay for the lesser of the cost between the Company's chosen service provider, and the Client's chosen service provider. In the event Company reimburses Client for any amount, Client will release Company from any and all further claims or liability.

LIQUIDATED DAMAGES CLAUSE: The contracting parties understand the complexities of litigation, and legal fees, expert fees, mediation, arbitration, and/or trial over and above the personal time spent by the parties. As a compromise and wanting to avoid the high costs of time

Property Owner: _____ Date: _____ Inspected By: _____ Date: _____

Owner's Agent: _____ Date: _____



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WORK AUTHORIZATION

Report #: 10770

expended in mediation, arbitration, litigation, and/or trial, it is agreed by the parties to this written contract that a reasonable resolution in the amount of three (3) times the cost of the inspection is fair to both Client and Company.

LEGAL FEES: In any action at law or equity, the parties agree that the prevailing party is entitled to reasonable attorney fees, expert fees, and all costs including the costs of the binding arbitrator or mediator.

MANDATORY MEDIATION AGREEMENT: The contracting parties agree to a mandatory mediation clause applying to all disputes through a mediation program before any litigation is filed or a demand for binding arbitration is sent. Notice of mediation must be sent return-receipt requested with 30 days *allowed* for the opposing party to respond. If the responding party agrees, an agreed-upon mediator will be selected by the contracting parties. If a lawsuit is filed or if a demand for binding arbitration is sent preceding the above, the non-complying violator then forfeits all rights to the prevailing party's attorney fees, expert fees, and costs. Each contracting party shall share the mediation fees equally, The mediator must have the background, education, and experience in the home inspection industry to be appointed as a mediator for the contracting parties.

MANDATORY BINDING ARBITRATION AGREEMENT: The contracting parties agree to mandatory binding arbitration through **Construction Defect Resolution Service (CDRS)** which is a national arbitration service throughout the United States. In agreeing to this mandatory binding arbitration program, each party to this contract agrees to waive his/her/their right to a trial by judge or jury and appeal. Punitive damages are expressly waived for the contracting parties in his/her/their complaint or cross-complaint. Each side will pay their proportionate share of the fees to the binding arbitrator which shall be "an expense" which may or may not apply on a "cost bill" post arbitration subject to the terms and conditions set forth in the mediation clause set forth above.

JURISDICTIONAL INTERPRETATION: The interpretation of the binding arbitrator will be accepted as valid in the jurisdiction to which the matter is tried. The decision of the binding arbitrator is final.

The written report to be prepared by Inspector shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. No one relying on the findings of this inspection should consider any verbal/oral statements made during the inspection. Only the written comments in this inspection report should be relied upon regardless of any verbal/oral comments made during the inspection. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, and assigns.

This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.

Any party signing this Agreement warrants and represents that they have the full capacity and authority to execute this Agreement on behalf of the named party and/or any spouse or business partner, or take full responsibility for any balance due to Company. If this Agreement is executed on behalf of CLIENT by any third party, the person executing this Agreement expressly represents to Company that they have the authority to sign this Agreement on CLIENT'S behalf and to fully and completely bind CLIENT to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement. Inspections terminated onsite due to any reason including the absence of utility service will be billed the entire inspection fee.

I (Client) have read this entire agreement, and I understand and agree to be bound by the terms of this contract. I am aware that this is a contract between Client and Bite Away Termite and Pest Control, Inc.

This work will be billed to (Check one):

_____ Owner (Sign Below)

or

_____ Escrow (Complete info required)

Escrow Company: _____
Escrow Officer: _____
Officer's email: _____
Officer's phone: _____
Escrow #: _____
Escrow close date: _____

_____ Check here if you are interested in financing options

Agreed to and accepted by: Print name _____ **Signature** _____
Date ___/___/___

This is a contract between the Client and Bite Away Termite and Pest Control, Inc.
No work will be performed until a signed copy of this agreement has been submitted to info@biteawaypest.com.

Property Owner: _____ Date: _____ Inspected By: _____ Date: _____
Owner's Agent: _____ Date: _____



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WORK AUTHORIZATION

Report #: 10770

ITEMS

Prefix	Section I	Section II	Further Inspection	Other
11A	1,820.00			
Total:	1,820.00	0.00	0.00	0.00
GRAND TOTAL:	1,820.00			

Property Owner: _____ Date: _____ Inspected By: _____ Date: _____

Owner's Agent: _____ Date: _____