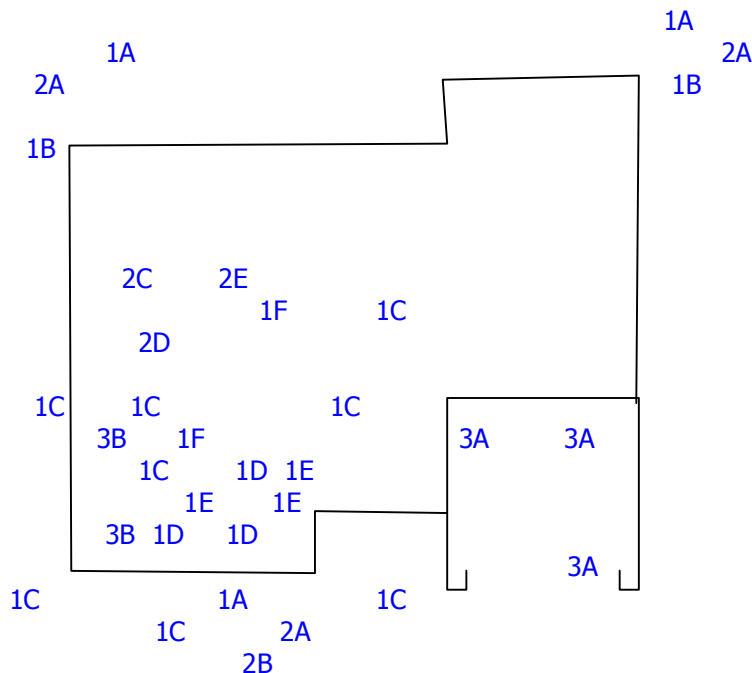


WOOD DESTROYING PESTS AND ORGANISM INSPECTION REPORT

| | | | | | |
|--|--------------------------------|--|---------------------|---|--|
| Building No. 1952 | Street Camargo Drive | City San Jose | ZIP 95132 | Date of Inspection 6/17/2022 | Number of Pages Page 1 of 10 |
| <div style="display: flex; align-items: center;"> <div> 510 Madera Avenue San Jose, CA 95112 (855) 331-1900 • Fax (408) 993-1944 </div> </div> | | | | | |
| Registration #: PR1452 | | HomeGuard #: 595652 | | Escrow #: | |
| Ordered By: Lisa Blaylock Coldwell Banker 1712 Meridian Avenue San Jose, CA 95125 | | Property Owner/Party in Interest: Mark & Lavonne Simmons 1952 Camargo Drive San Jose, CA 95132 | | Report Sent to: Suzanne Stone Williams | |
| COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/> | | | | | |
| General Description: This is a one story single family dwelling with wood and stucco exterior. | | | | Inspection Tag Posted: Subarea 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 checked="" type="checkbox"/> Drywood Termites <input checked="" type="checkbox"/> Fungus / DryRot <input checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input checked="" 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. | | | | | |
| Key to Items on diagram: [1] Section 1 Items [2] Section 2 Items [3] Unknown Further Inspection Items | | | | | |



FRONT
Diagram Not To Scale

Inspected by: **Thomas Powell**

License#: **FR17123**

Signature: *Thomas Powell*

You are entitled to obtain copies of all reports and completion notices on this property filed with the board during the preceeding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite1500, Sacramento, California 95815.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916)561-8700, (800) 737-8188 or www.pestboard.ca.gov.

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AREAS NOT INSPECTED PLEASE READ

This report is an inspection for wood destroying pests and organisms to a furnished, occupied structure. Some areas of the structure were inaccessible for inspection due to furnishings, appliances, floor covering, and/or stored personal property. We did not inspect areas immediately under furnishings or appliances, nor did we inspect inside finished walls or ceilings. Our inspection does not include any electrical, heating, air conditioning, structural adequacy, pest other than wood destroying pest or mechanical systems of the structure and will not detect building code violations. The plumbing was inspected and only the leaks outlined in our report were found at this time. However, we assume no responsibility for leaks that occur after the date of this inspection. There may be health related issues associated with the findings reflected in this report. We are not qualified to and do not render an opinion concerning any such health issues. The inspection report was limited to the visible and accessible areas only. Questions concerning health related issues, which may be associated with the findings or recommendations reflected in this report, the presence of mold, the release of mold spores or concerning indoor air quality should be directed to a Certified Industrial Hygienist. The inaccessible areas listed above which were not inspected will be inspected upon the owner's request and will be conditional to additional inspection fees.

WE GUARANTEE ALL REPAIRS DONE BY THIS COMPANY FOR ONE (1) YEAR AND FUMIGATIONS FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF COMPLETION WITH THE EXCEPTION OF PLUMBING, GROUTING, CAULKING, RAIN GUTTERS AND RE-SETTING OF TOILETS WHICH ARE GUARANTEED FOR 30 DAYS FROM THE DATE OF COMPLETION. WE CANNOT GUARANTEE WORK PERFORMED BY OTHERS. WE MAKE NO GUARANTEE AGAINST FUTURE INFECTIONS, ADVERSE CONDITIONS, OR CONDITIONS PRESENT BUT NOT EVIDENT AT THE TIME OF OUR 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 CONTRACTORS STATE LICENSE BOARD.

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 differ from company to company. You have the right to seek a second opinion from another company.

"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 while in progress will be necessary. Any guarantees must be received from parties performing repairs." Work performed by others will be reinspected for a fee of \$195.00 for each trip out to the property. Open wall and open floor inspections are desirable if certification is required.

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THIS IS A SEPARATED REPORT WHICH IS DEFINED AS SECTION I AND SECTION II CONDITIONS EVIDENT ON THE DATE OF INSPECTION. 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 SECTION II.

Section 1 Items

1A. FINDING: The roof sheathing as indicated on the diagram is damaged by fungus. The contributing moisture source appears to have been caused by a failure of the roof covering. (See Photo 1)

RECOMMENDATION: Remove and replace the damaged wood members to correct this condition. This bid includes repair of the roof covering if disturbed by our repairs. If existing gutters need to be removed to perform the repairs then our bid also includes reinstallation of original gutters. If it becomes necessary or desirable to install new gutters this will be done only if authorized and at an additional cost. The guarantees on the roof covering are limited to the areas where the repairs were performed.

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

1B. FINDING: The barge rafter(s) as indicated on the diagram are damaged by fungus. The contributing moisture source appears to be exposure to the weather. (See Photo 3)

RECOMMENDATION: Remove and replace a section of the damaged barge rafter(s) to correct this condition. This bid includes repair of the roof covering if disturbed by our repairs. If existing gutters need to be removed to perform the repairs then our bid also includes reinstallation of original gutters. If it becomes necessary or desirable to install new gutters this will be done only if authorized and at an additional cost. The guarantees on the roof covering are limited to the areas where the work was performed.

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

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1C. FINDING: Subterranean termites were noted throughout the structure. (See Photo 4) (See Photo 6) (See Photo 7)

RECOMMENDATION: Chemically treat the entire structure at probable termite entry points for the control of Subterranean termites with Termidor HE(Fipronil:5-amino-1-(2,6-dichloro-4-(trifluoromethyl) phenyl)-4-((1,R,S)-trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile and break down and brush away all subterranean termite migratory tubes. In conventional construction, this may include, but is not limited to, rodding or trenching the soil around the foundation walls, piers, and plumbing pipes in the subarea; rodding or trenching the soil around the exterior foundation; drilling attached slabs such as patios, porches, sidewalks, or driveways that abut the structure; drilling brick or stone veneer that extends below grade level; treating voids in the foundation walls or piers. The holes drilled into any concrete slab, while performing the treatments, will be plugged with mortar. It will be the owners responsibility to have these areas repaired to match the existing surfaces as desired. HomeGuard Inc. assumes no liability for any damage to concealed pipes, finished floors, tiles or bricks. NOTE: In order to perform this treatment the property must be vacant for the period during and 3 hours after the treatment has been completed. HomeGuard will use a ground fault device to hopefully prevent drilling through any pipes, conduit or electrical wiring however if this were to happen it will be the owners responsibility and expense to repair any damage done.

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

1D. FINDING: Infestation by Drywood Termites was noted at the subarea. (See Photo 8) (See Photo 9)

RECOMMENDATION: Due to the nature of these infestations, it will be necessary to seal the entire structure and fumigate it with Vikane (sulfuryl fluoride), using Chloropicrin as a warning agent. The entire structure must be vacant for this process. It is the owners responsibility to make any preparations required by the fumigators or to have someone to do so at a separate expense and to have the gas turned back on when the fumigation is complete. "NOTICE: The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept HomeGuard Incorporated's bid or you may contract directly with another registered company licensed to perform the work.

If you choose to contract directly with another registered company, HomeGuard Incorporated will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform." HomeGuard Incorporated guarantees all fumigations for a period of three years from the date of completion.

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

1E. FINDING: Drywood termite pellets were evident as noted in the above recommendation. (See Photo 8) (See Photo 9)

RECOMMENDATION: Remove and/or mask over all accessible termite pellets. It is possible for the drywood termite pellets to sift down or reappear in these areas where they have been masked over.

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

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1F. FINDING: There is cellulose debris in earth contact in the substructure area and evidence of subterranean termites was noted in the cellulose debris. (See Photo 10)

RECOMMENDATION: Remove the cellulose debris of a size that can be raked from the substructure area.

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

Section 2 Items

2A. FINDING: Water stains are evident at the sheathing as indicated on the diagram. This could indicate leakage through the roof covering.

RECOMMENDATION: The owner should contact HomeGuard Incorporated to arrange for a licensed roof inspector from our roofing division to inspect this area and provide a bid to repair the roof covering if necessary.

***** (SECTION 2 ITEM) *****

2B. FINDING: The rain gutters and downspouts appear to be leaking and/or clogged where indicated on the diagram

RECOMMENDATION: Clean and/or repair the gutters or downspouts as needed.

***** (SECTION 2 ITEM) *****

2C. FINDING: The tub surface at the hall bathroom tub was noted to be chipped.

RECOMMENDATION: The owner should have the proper tradesperson maintain and repair these areas.

***** (SECTION 2 ITEM) *****

2D. FINDING: The window is lower than the shower head at the hall tub. This could allow moisture intrusion onto the enclosed framing.

RECOMMENDATION: The owner is to keep this area well sealed and as dry as possible. Consideration should be given to installing a water proof window curtain to prevent moisture intrusion.

***** (SECTION 2 ITEM) *****

2E. FINDING: The plumbing fittings at the subarea were noted to be heavily corroded. Active leakage evident at this time.

RECOMMENDATION: Repair or replace the corroded fittings to prevent against leakage.

***** (SECTION 2 ITEM) *****

Further Inspection Items

3A. FINDING: We were unable to inspect a portion of the interior of the garage due to stored personal property. (See Photo 2)

RECOMMENDATION: The owner should move the storage away from the garage walls to allow for further inspection. All findings, recommendations, and bids will be issued in a supplemental report.

***** (FURTHER INSPECTION ITEM) *****

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3B. FINDING: We are unable to inspect the substructure area due to a lack of clearance under the structure. Therefore no portion of the subarea was inspected. The crawl space contains important structural components. (See Photo 5)

RECOMMENDATION: Further inspection is recommended. Dig trenches under the structure to allow a partial inspection of the perimeter of the structure and issue a supplemental report with findings, recommendations, and bids.

*******(FURTHER INSPECTION ITEM)*******

NOTE: Please be aware that current law dictates that homes constructed prior to 1978 require a company performing the repairs be a Lead Certified Renovation Firm with Certified Renovators. HomeGuard Incorporated is a Lead Certified Renovation Firm, certification number NAT-64235-2 and when required will follow all lead safe work practices as prescribed by the United States Environmental Protection Agency.

NOTE: HomeGuard Incorporated assumes no liability for, nor do we guarantee work performed by others. All guarantees, warranties, and permits if required should be obtained from the parties performing the repairs.

NOTE: In our opinion, item(s) listed in this report may require a building permit. If it becomes necessary to install smoke detectors and/or carbon monoxide detectors, this will be performed and charged at \$150.00 per detector. Should the local building department require additional changes or repairs not outlined in this report, there will be an additional charge.

NOTE: If any of the wood repairs outlined in the above report are done by others, an open inspection must be performed by this company if a certification is desired.

NOTE: Should the further inspection items noted in this report not be performed, HomeGuard Incorporated will assume no liability for any infestations or infection which may be concealed in these areas.

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NOTE: "State law requires that you be given the following information:

CAUTION-PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of 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, contact your physician or poison control center and your pest control company immediately."

For further information contact any of the following:

| | |
|---|----------------|
| HOMEGUARD INCORPORATED | (408) 993-1900 |
| Poison Control Center: | (800) 876-4766 |
| Santa Clara County Agricultural Commission | (408) 918-4600 |
| Santa Clara County Health Department | (408) 918-3400 |
| San Benito County Health Department | (831) 637-5367 |
| San Benito County Agricultural Commission | (831) 637-5344 |
| Alameda County Agricultural Commission | (510) 670-5232 |
| Alameda County Health Department | (510) 267-8000 |
| Contra Costa County Agricultural Commission | (925) 646-5250 |
| Contra Costa County Health Department | (925) 646-6014 |
| San Mateo County Agricultural Commission | (650) 363-4700 |
| San Mateo County Health Department | (650) 573-2582 |
| Structural Pest Control Board | (800) 737-8188 |
| 2005 Evergreen Street Ste. #1500, Sacramento, CA 95815-3831 | |

"Local treatment is not intended to be an entire structure treatment method. If infestations of wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated".

NOTE: This property has recently been painted. We assume no responsibility for any infestations or infections that may be concealed by this fresh paint.

NOTE: If damage is found to extend into any inaccessible areas a supplemental report will be issued listing additional findings, recommendations and bids.

NOTE: Due to the building materials used on this structure, it may be difficult to match the existing mill patterns and materials used in the original construction. HomeGuard Incorporated will replace damaged wood members with material that resembles the existing wood members with standard grade readily available wood members. IF MATCHING THE EXISTING WOOD MEMBERS IS DESIRED IT IS THE OWNERS RESPONSIBILITY TO NOTIFY HOMEGUARD INCORPORATED SO THAT ADDITIONAL COST ASSOCIATED WITH MATCHING CAN BE CALCULATED INTO OUR BID.

NOTE: The attic was insulated; therefore, our inspection is limited to the visible and accessible wood members only.

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NOTE: This property has recently been remodeled. We assume no responsibility for any infestations or infections that may be concealed by any new construction or installations. HomeGuard Incorporated assumes no liability for, nor do we guarantee work performed by others. All guarantees, warranties, and permits if required should be obtained from the parties performing the repairs.

NOTE: Thank you for choosing HomeGuard Incorporated to perform your inspections. If you have any questions regarding this report, please e-mail tpowell@homeguard.com .

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Report Pictures:

Pictures are provided to assist in clarifying some of the findings made in this report. No relative importance should be placed on these pictures. There are likely to be significant comments that do not have pictures associated with them. The pictures in this report do not illustrate all of the damage associated with a particular item. Please read the report thoroughly and contact the inspector if you have any specific questions.



Photo 01



Photo 02



Photo 03



Photo 04



Photo 05



Photo 06



Photo 07



Photo 08



Photo 09



Photo 10

Fact Sheet for Vikane* (Sulfuryl Fluoride)

In the interest of Dow AgroScience's commitment to product stewardship, this fact sheet is intended to provide basic information about the product and how it is used. If you have specific questions about your fumigation, refer to documents provided by the fumigator or call the fumigator listed on the warning signs posted on your structure. If you have questions about Vikane gas fumigant (the fumigant used) or the procedures described, call the Dow AgroSciences Customer Information Center at 1-800-352-6776.

WHY BUILDINGS ARE FUMIGATED

Insects that feed or tunnel into wood can seriously damage houses, apartments, and other dwellings or structures. Each year termites or other wood destroying insects damage more than 5 million homes. Other pests, such as bed bugs, may be dispersed throughout rooms and can be difficult to locate and control quickly and completely. Depending on the extent or location of the infestation, fumigation is the only total control method proven to eliminate certain infestations of wood destroying insects, bed bugs, and other structure-infesting pests.

HOW BUILDINGS ARE FUMIGATED

Because Vikane is a gas, prior to fumigation the structure is completely sealed. This serves to contain Vikane in the building so it can penetrate wood and building contents to thoroughly eliminate the pests. Depending on the construction of the building, the doors and windows may be sealed with tape and a plastic sheet, or the structure may be covered with a tarp. The building will remain sealed for 2 to 72 hours depending on the specifics of the job. Warning signs are posted around the building notifying people to keep out.

After the fumigation period is completed, a professional fumigator will aerate the structure using fans for a prescribed aeration period. Once the dwelling has been thoroughly aerated, the fumigator is required to measure the level of any fumigant remaining in the living space to ensure it is below the EPA approved concentration for re-entry by the occupants. Extremely low levels of fumigant can remain for a short period of time in dead air spaces between walls and inside cabinets as well as porous materials such as furniture. The small amount of fumigant in these areas will continue to dissipate for a few hours after the fumigation but at levels well below the established safe re-entry concentration. Your building will not be cleared for re-occupancy until it is safe to enter. The fumigator will post a notice on your building indicating the day and time for re-entry. Structures can be occupied only when the concentration is 1 part per million or less (this represents a margin of safety – laboratory animals have been exposed to 100 parts per million for 2 weeks with no adverse effects). Because Vikane is a true gas and not a vapor, aeration is rapid. Recent studies demonstrated that in most structures levels are less than 1 part per million after the aeration period and have no detectable levels of vikane within 24 hours after the start of the aeration.

Sulfuryl Fluoride is a colorless, odorless gas, so a warning agent is added to the building, which causes watery eyes and a scratchy throat. If you experience these symptoms in a structure that has been recently fumigated, you should leave immediately and call the pest control company to have your building re-tested.

SULFURYL FLUORIDE (POTENTIAL HEALTH RISK FROM OVEREXPOSURE)

Sulfuryl fluoride is a gas and can potentially enter your body only through inhalation. Because it is a gas, it does not stay on dry surfaces; therefore, there is no exposure from touching treated surfaces.

Nervous system and respiratory irritation:

Overexposure to high levels of Sulfuryl Fluoride can result in nose and throat irritation and nausea. At high concentrations (such as those used during the fumigation) it can cause excess fluid in the lungs, sleepiness, pneumonia, and convulsions. These symptoms would be expected to appear within 8 hours after such an exposure. In the unlikely event you experience these symptoms in the building that has been recently fumigated, you should leave immediately. Consult your physician and call the pest control company to have your building re-tested.

Additional studies:

Sulfuryl fluoride has not been shown to cause birth defects in pregnant animals exposed under experimental conditions. In addition, current studies have demonstrated there are not mutagenic or genotoxic effects caused by exposure to sulfuryl fluoride.

Safety Precautions and Homeowner Preparation

- Discuss the treatment program in advance with your pest control company so you fully understand what will be done and what you need to do.
- Carefully follow the instructions you are given about what items you are to remove from your building.
- Stay out of the treated building until it is cleared by your pest control company for re-entry.
- If you are interested or concerned, you should ask your pest control company to show the records of how your building was aerated before it was cleared for re-entry.
- You may wish to increase ventilation by opening doors and windows.

If you have specific questions about your fumigation, refer to documents provided by the fumigator or call the fumigator listed on the warning signs posted on your structure. Call the Dow AgroSciences Customer Information Center at 1-800-352-6776 if you need additional information or have questions concerning this product.



AUTHORIZATION AGREEMENT
WOOD DESTROYING PESTS AND ORGANISIMS CONTRACT
1952 Camargo Drive, San Jose - Report No. 595652

To schedule work, email or fax this signed Authorization Agreement, or call directly:

email: HGrepairst@HomeGuard.com

Fax: (408) 280-2763

Direct: (855) 331-1900

Items to be performed: _____

Total Price \$ _____ (plus permit costs if any)

For the total sum listed above, HomeGuard Incorporated is authorized to proceed with the work described in the above listed item(s) of their termite report no. 595652 for the property located at 1952 Camargo Drive, San Jose. This amount will be due and payable upon completion of work. It is understood that the contract price does not include the charge of the structural pest control inspection report or re-inspection fees.

HOMEGUARD INCORPORATED AGREES:

1. To guarantee all repairs completed by this company for one year from the date of completion except for plumbing, grouting, caulking, and resetting of toilets, which will be guaranteed for 30 days, and fumigations, which will be guaranteed for 3 years.
2. To be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days.
3. To use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any, plant life, rain gutters, roofs; nor for damage or dirtying of stucco, plaster, paint, wall paper or other "finish-work" adjacent to areas where work is performed.
4. To replace damaged wood members with material which resembles, as closely as possible, the existing wood members with standard grade, readily available wood members.

OWNER OR OWNER'S AGENT AGREES:

1. To pay for services rendered upon completion of work. This contract may be canceled at any time by the customer. In the event of such action, customer agrees to pay HomeGuard Incorporated in full for all items already completed, and time and material for the percentage of items only partially completed. Time and material is calculated at the rate of one hundred and fifty dollars per man-hour and the cost of materials plus 25%. The customer also agrees that in the case of cancelation of the contract prior to starting the job, to pay all costs that have been incurred by Homeguard, such as permits, materials and any other associated costs. In the case of non-payment by owner, reasonable attorney fees and costs of collection shall be paid by the owner whether suit be filed or not.
2. To pay for service charge of 1.5 percent per month or portion of any month beyond 30 days after completion.
3. Owner grants HomeGuard Incorporated, a security interest in the above described real property to secure payment of the sum for work and inspection fee completed.
4. If additional damage is discovered by HomeGuard Incorporated, during the performance of work, company agrees to notify owner or agent of the amount of the damage and the cost of additional work to be done. This work will not be performed unless owner agrees.
5. All plumbing repairs bid in this report are for only the specific repair that is identified. Many times when performing plumbing repairs it becomes necessary to repair or replace adjacent plumbing because of the age or fragility of these components. When this happens the owner or agent will be notified and said repairs will require additional cost and authorization.
6. **Prices provided in this report do not include the costs associated with obtaining permits. Some of these cost may include plan check fees, site plans, engineering plans and time spent at the building department and waiting for building inspections. Permits will be obtained at an additional cost based on the sum total of these costs.**



AUTHORIZATION AGREEMENT
WOOD DESTROYING PESTS AND ORGANISMS CONTRACT
1952 Camargo Drive, San Jose - Report No. 595652

To schedule work, email or fax this signed Authorization Agreement, or call directly:

email: HGREpairs@HomeGuard.com

Fax: (408) 280-2763

Direct: (855) 331-1900

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 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."

NOTICE

"The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept HomeGuard Incorporated's bid or you may contract directly with another registered company licensed to perform the work.

If you choose to contract directly with another registered company, HomeGuard Incorporated will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform."

BINDING ARBITRATION PROVISION

Any dispute, claim, or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation, or validity thereof including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the county of the property mentioned in this contract before one arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgement on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties agree that the arbitrator shall be a retired judge from the county in which the arbitration takes place.

NOTICE OF THREE-DAY RIGHT TO CANCEL

You, the purchaser of services, have the right to cancel this contract within 3 business days. You may cancel by emailing, mailing, faxing or delivering a written notice to the HomeGuard Incorporated at 58 Wright Brothers Avenue, Livermore, CA 94551 by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you receive a signed copy of the contract and this notice.

If you cancel, HomeGuard Incorporated must return to you anything you paid within 10 days of receiving the notice of cancelation. For your part, you must make available to HomeGuard Incorporated at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with HomeGuard Incorporated's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to HomeGuard Incorporated and HomeGuard Incorporated does not pick them up within 20 days of the date of your notice of cancelation, you may keep them without any further obligation. If you fail to make the goods available to HomeGuard Incorporated, or if you agree to return the goods to the HomeGuard Incorporated or fail to do so, then you remain liable for performance of all obligations under the contract. The Notice Of Three-Day Right To Cancel can be waived under certain circumstances. Please contact the HomeGuard Repairs Department at 855-331-1900 ext. 2001 or send an email to HGREpairs@homeguard.com for additional information.

Signature: _____ Date: _____



AUTHORIZATION AGREEMENT
WOOD DESTROYING PESTS AND ORGANISMS CONTRACT
1952 Camargo Drive, San Jose - Report No. 595652

To schedule work, email or fax this signed Authorization Agreement, or call directly:

email: HGrepairs@HomeGuard.com

Fax: (408) 280-2763

Direct: (855) 331-1900

This job has been bid as if all section one items are being performed. If the owner would like to select individual items, it may require HomeGuard Incorporated to provide a new price for these items. The minimum service charge is \$275 regardless of the price on the individual item.

Section 1:

| | | | | | | | | | | | | | |
|----|---------|----|-------|----|---------|----|---------|----|-------|----|-------|------------------|---------------------------|
| 1A | \$1,600 | 1B | \$850 | 1C | \$1,950 | 1D | WillBid | 1E | \$165 | 1F | \$248 | Section 1 | \$4,813 |
| | | | | | | | | | | | | | plus non-bid items |
| | | | | | | | | | | | | | plus permit fees |

Section 2:

| | | | | | | | | | | | |
|----|--------|----|-------|----|--------|----|-------|----|-------|------------------|---------------------------|
| 2A | OthTrd | 2B | Owner | 2C | OthTrd | 2D | Owner | 2E | Owner | Section 2 | \$0 |
| | | | | | | | | | | | plus non-bid items |
| | | | | | | | | | | | plus permit fees |

Further Insp.:

| | | | | | |
|----|-----|----|-------|------|-------------------------|
| 3A | N/C | 3B | \$395 | F.I. | \$395 |
| | | | | | plus permit fees |

OWNER OR OWNERS AGENT

DATE

BY: _____, HomeGuard Incorporated

X _____

ESCROW OFFICER: _____

Print Name _____

ESCROW PHONE NO: _____

Phone No _____

ESCROW CO/NO: _____

email _____

Name of person providing access _____ Phone Number _____

IS UPGRADING OR CHOICE OF LINOLEUM OR TILE DESIRED? Yes___ No___

*****If there is no choice, neutral colors will be installed there may be additional charges for special materials chosen****

Upgrades (if requested) List each upgrade separately:

_____ estimated cost: _____ initials: _____

_____ estimated cost: _____ initials: _____

I authorize HomeGuard, Incorporated to complete the above listed upgrades. I also agree to pay for these upgrades upon completion of the repairs.

NOTICE OF DELAYED PAYMENT ACCOMMODATION FEE

The charges listed in this contract are due upon the completion of work, however HomeGuard Incorporated can accommodate the escrow process/ delayed payment option and bill directly to escrow if so desired. The fee structure for any delayed billing, is as follows: total work under \$500.00 is \$65.00; total work between \$500.00 and \$2000.00 is \$95.00; total work above \$2000.00 is \$135.00. The delayed payment accommodation fee will be waived when payment is received by HomeGuard Incorporated within five (5) days of issuance of the Notice of Completion.

PLEASE BE SURE TO SIGN AND SEND ALL PAGES



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NOTICE OF CANCELLATION

(ENTER DATE OF TRANSACTION)

You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail, emailing, faxing or deliver a signed and dated copy of this cancellation notice, or any other written notice to: HomeGuard Incorporated, 58 Wright Brothers Avenue, Livermore, CA 94551 not later than midnight of _____ (date).

I hereby cancel this transaction _____ (date)

(Owners Signature)



Invoice

Invoice Date: **6/17/2022**

Invoice No: **LIV972983T**

Bill To:

Mark & Lavonne Simmons
1952 Camargo Drive
San Jose, CA 95132

Property Information:

Address: **1952 Camargo Drive**
San Jose CA, 95132
Report No. **595652TPR**
Escrow#:

Billing Information:

Inspection: **6/17/2022 Complete** **\$455.00**

Notice of Completion: **\$0.00**

Other: **\$0.00**

Total Due: **\$455.00**

PAID
DO NOT REMIT

DUE UPON RECEIPT

Please remit to 510 Madera Ave., San Jose, CA 95112

There is a \$25 fee for all returned checks