

Address of Property to be Fumigated: <b>6889 Rochelle Avenue, Newark CA 94560</b>		Type of Structure: <input checked="" type="checkbox"/> Single Family <input type="checkbox"/> Multi Family <input type="checkbox"/> Other _____
Owner / Agent:	Emergency Phone:	Fumigation to Control (type of pest): <input checked="" type="checkbox"/> DRYWOOD TERMITES <input type="checkbox"/> WOOD BORING BEETLES
Occupant:	Emergency Phone:	Fumigant Proposed to be Used Vikane (Active Ingredient - Sulfuryl Fluoride)
Scheduled Fumigation Dates:	Scheduled Re-Entry Date: <b>By 5pm</b>	Date Changes / Alternative Date: Initials:

**IMPORTANT-READ CAREFULLY**

**CHLOROPICRIN WILL BE USED AS A "WARNING AGENT" AS REQUIRED BY LAW.  
THIS BUILDING WILL BE FUMIGATED WITH LETHAL GASES ON THE DATE(S) INDICATED ABOVE.  
ALL PERSONS AND ANIMALS MUST VACATE THE PREMISES ON OR BEFORE ARRIVAL OF THE FUME CREW.**

**UNDER NO CIRCUMSTANCES CAN ANYONE ENTER THE BUILDING UNTIL THE FUMIGATION COMPANY'S NOTICE IS POSTED GIVING THE TIME AND DATE FOR SAFE RE-ENTRY.**

**Are you aware of any conduits, pipes, common drains, air ducts, central vacuum systems, or any other construction elements that would allow passage of a fumigant from the structure to be fumigated to any other adjacent or adjoining structure? Yes ☐ No ☒**

**Explain** \_\_\_\_\_

**PESTICIDE DISCLOSURE**

"California State Law requires that you be given the following information: **CAUTION-PESTICIDES ARE TOXIC CHEMICALS** Structural Pest Control Operators are licensed & regulated by the California 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 weighed by the benefits. The degree of risk depends on the degree of exposure, so exposure should be minimized."

If within 24 hours you experience dizziness, headache, nausea, reduced awareness, slowed movement, garbled speech or difficulty in breathing, leave the structure immediately and seek medical attention by contacting your physician or Poison Control Center (Phone Number Below) and notify Proven Termite Solutions. The warning agent, chloropicrin, can cause symptoms of tearing, respiratory distress and vomiting.

**Entry into the space during fumigation can be fatal**

**FOR FURTHER INFORMATION CONTACT ANY OF THE FOLLOWING:**

	Poison Control	Health Department	Agriculture Department	Strucural Pest Control Board
<b>Santa Clara County</b>	800-876-4766	408-918-3400	408-918-4600	
<b>Alameda County</b>	800-876-4766	510-267-8000	510-670-5232	2005 Evergreen St. Ste. 1500
<b>San Mateo County</b>	800-876-4766	650-573-2346	650-363-4700	Sacramento, CA 95815
<b>Santa Cruz County</b>	800-876-4766	831-454-4000	831-763-8080	800-737-8188

**CAUTION: READ THE FOLLOWING CAREFULLY PRIOR TO SIGNING THIS DOCUMENT**

The customer agrees by signing this document that Proven Termite Solutions (PTS) is performing a service and waives any claims for property damages related to this service. Due to the nature of fumigation and weather conditions, damages may be unavoidable and customer agrees PTS will not be held liable for damage to or losses due to:

- roofs, chimneys, skylights, solar systems, gutters (including by the use of ladders), patio covers, or any other attachments.
- fences, antennae, satellite dishes, weather vanes, chimney stacks or paint (including by the use of masking tape).
- plants, trampled plants, plants in pots, sprinklers, timed sprinkler systems or timed lighting systems.
- customers' failure to perform preparations (i.e. fences, plants, antennae/satellite dishes, food removal, etc.) or the replacement of these items after the fumigation. **Refer to the Owner/Occupant Vikane Fumigation Preparation Sheet.**
- cables or electrical wiring, gas or water pipes and meters or liability due to faulty wiring or gas meters.
- vandalism, theft or other acts of a third party. **Some windows may remain open during the fumigation.**
- tampering with locks, key ways, barricaded entryways or locksmith expenses or delays due to no access.
- incidental or consequential costs due to delays, rescheduling or damages for PG&E's service schedule, inclement weather, locked areas or failure to perform preparations.

The customer agrees that that PTS is not liable and has no control over delays or rescheduling due to PG&E's schedule or service, inclement weather (rain, high winds, frigid temperatures, etc.) or other factors beyond our control. PTS will do everything possible to reschedule the service for the following day, but due to schedule restrictions, it may take several days to reschedule. The customer acknowledges responsibility and agrees to pay a **minimum** of \$150.00 and \$150.00/hour after the first hour for preparations not completed by the day of the fumigation. For details regarding the preparations, refer to the **Owner/Occupant Vikane Fumigation Preparation Sheet** and/or **contact your PTS inspector**. All work shall be performed in a workmanship-like manner and in accordance with all applicable codes.

By signing below I acknowledge receipt of the **FRONT AND BACK** of this document and agree to the terms set forth as well as a list that includes instructions for the necessary fumigation preparations, procedures for vacating and re-entering the structure and the following documents: Work Authorization Agreement, Vikane Fact Sheet and \_\_\_\_\_

***FUMIGATION CANNOT COMMENCE WITHOUT THIS SIGNED DOCUMENT IN THE FUMIGATOR'S POSSESSION***

Owner/Agent/Occupant Signature \_\_\_\_\_ Date \_\_\_\_\_

PTS Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

**Keys to be provided and returned to (indicate location of keys)** \_\_\_\_\_

## PTS RELEASE OF LIABILITY FOR ROOF DAMAGES

I agree by signing the reverse side of this document that I (we) have been specifically informed by Proven Termite Solutions that due to the fragile nature of tile, metal or other delicate type roofs, ***SOME DAMAGE*** may be unavoidable during the fumigation process.

PTS employees are professionals and perform fumigations on these types of roofs daily. PTS will take the utmost care when placing and removing the tarpaulin during the fumigation and according to industry standards, however, damage to the roof is likely.

With full knowledge thereof, I (we) hold harmless Proven Termite Solutions for the entire risk of damages during and after the course of the fumigation at this structure.

PTS recommends a licensed roofer inspects your roof after the fumigation process.

## PTS FUMIGATION POSTPONEMENT/CANCELLATION POLICY

I agree by signing the reverse side of this document that I am responsible for a \$150.00 charge for fumigations postponed or cancelled with less than **THREE BUSINESS DAYS** notification. The fee will be invoiced and billed or may be deducted from the deposit already paid.

## PTS FUMIGATION PREPARATION POLICY

I agree by signing the reverse side of this document that I am responsible for a \$150.00 minimum charge for preparations not completed by the day of fumigation. I release PTS of liability for damages due to not performing the preparations and/or the fumigation being rescheduled. The fee will be invoiced and billed or may be deducted from the deposit already paid.

## NEIGHBOR'S PERMISSION RELEASE

I, the undersigned, hereby give my permission to Proven Termite Solutions to enter and perform work in my yard for the purposes of performing a fumigation on the property located on the front of this document.

I understand that the work is to be done on or about \_\_\_\_\_

I agree to perform the special instructions listed below.

### PREPARATIONS REQUIRED:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

I also understand that my permission is subject to Proven Termite Solutions employees complying with my instructions listed below.

\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Street Address: \_\_\_\_\_