

THE TERMINIX INTERNATIONAL COMPANY

OCCUPANTS FUMIGATION NOTICE AND PESTICIDE DISCLOSURE

JOB ADDRESS JULIAN 3621 PITCAIRN WAY CITY SAN JOSE  
☒ Single Family Dwelling ☐ Multi Family Dwelling ☐ Other \_\_\_\_\_  
 Owner/Agent JULIAN LECAMTE  
 Tel. No. (408) 225-9350 Emergency No. ( ) \_\_\_\_\_  
 Occupant SAM  
 Tel. No. ( ) \_\_\_\_\_ Emergency No. ( ) \_\_\_\_\_  
 Prime Contractor TERMINIX Emergency No. ( ) \_\_\_\_\_  
 Fumigation Contractor \_\_\_\_\_ Emergency No. ( ) \_\_\_\_\_  
 Target Pest(s): ☒ Drywood Termites ☐ Beetles ☐ Other(s) \_\_\_\_\_  
 Fumigants proposed to be used: ☐ Methyl Bromide ☒ Sulfuryl Fluoride  
☐ Other(s) \_\_\_\_\_

CHLOROPICRIN WILL BE USED AS WARNING AGENT WITH EITHER FUMIGANT

Dates of fumigation: 9/15/08 Date changes/Alternative date: \_\_\_\_\_  
 Initials \_\_\_\_\_

IMPORTANT - READ CAREFULLY

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 FUMIGATION 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.

"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 you experience symptoms of 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 (see below) and notify your pest control company. 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: your pest control company (Prime Contractor, see above); for health questions – the County Health Department (see below); for application information – the County Agricultural Commissioner (see below); and for regulatory information – the Structural Pest Control Board, 1418 Howe Avenue, Suite 18, Sacramento, CA 95825-3280.

COUNTY:

COUNTY HEALTH DEPARTMENT	COUNTY AGRICULTURAL COMMISSIONER	POISON CONTROL CENTER	STRUCTURAL PEST CONTROL BOARD
PHONE # <u>(408) 918-3420</u>	PHONE # <u>(408) 918-4600</u>	PHONE # 800/876/4766	PHONE # 916/561/8700

(This section may be modified to include the information of geographical area served by the licensee.)



# OCCUPANT'S FUMIGATION NOTICE

ADDRESS TO BE FUMIGATED: 3621 PITCAIRN WY S.W. 95111

You may reenter property following the date and time stated on the Notice of Re-entry.  
 THE FUMIGANT TO BE USED WILL BE SULFURYL FLUORIDE.  
 Chloropicrin gas will be used as a warning agent.  
 Fumigation is for the control of: DRYWOOD TERMITES

## PREPARATION BY OWNER OR OCCUPANT PRIOR TO FUMIGATION

1. **The following items must be removed from the property before fumigation can begin:**  
 All persons, domestic animals, pets, desirable growing plants; remove baby bed mattress, mattresses (except waterbeds) that are plasticized and pillows that are completely enveloped in waterproof covers, or remove covers. Food, feed, drugs, and medicines (including those items in refrigerators and freezers) can remain in the structure if they are in plastic, glass, or metal bottles, cans, or jars with the original manufacturers airtight seal intact. Food, feed, drugs and medicines (including those items in refrigerators and freezers) not in plastic, glass or in metal bottles, cans or jars with the original manufacturers airtight seal intact, need to be removed from the fumigation site, or double bagged in Nylofume bags. We will remove all food items found in the premises which are not in factory sealed glass or metal containers or in the Nylofume bags. All perishables may be thrown away. Non-perishables may be stored outside of the building at occupants cost and liability.  
**WE SUGGEST THAT YOU NOTIFY NEIGHBORS OF THE DATE OF FUMIGATION AND TO KEEP PETS AWAY DURING THE FUMIGATION. CLOSE OFF ANY OPEN ACCESS TO THE SUBAREA TO PREVENT PETS FROM ENTERING.**
2. Dishes and utensils need not be removed or washed after fumigation. Structural fumigants are colorless, odorless and will not affect paints, finishes, or fabrics. They will not leave a residue on surfaces.
3. Vines and shrubs connected to the building must be detached, trimmed or removed by the owner leaving at least twelve inches of space to allow the fumigation tarps to go between the shrubs and the building. Gravel, bark, and other decorative ground cover should be raked back twelve inches so as to expose the soil. Due to the nature of the work, we cannot be held responsible for trampled or damaged plants. The day before fumigation, the soil surrounding the structure(s) (including decks, garages, etc.) must be soaked with water to a depth of at least six inches for at least one foot outward from the structure. This will require from four to eight hours of soaking, depending on soil conditions.
4. We are required to shut off the natural gas (or Propane) supply going into the house to guard against problems associated with gas leaks and to prevent fumigant from reacting with hot surfaces. **THE ELECTRICITY MUST STAY ON.** It is the occupant's responsibility to turn the gas back on and re-light the pilot lights unless other arrangements have been made with the fumigator.
5. Our crews may fumigate several structures in various locations each day. Therefore, the time that any fumigation is scheduled must be approximate. Opening after proper exposure to the fumigant is usually 20 hours following the introduction of the fumigant but may be as few as 12 hours depending on dosage. **YOU WILL NEED TO BE OUT OF THE PROPERTY FOR AT LEAST TWO NIGHTS. APPROPRIATE NOTICE OF RE-ENTRY WILL BE POSTED WHEN IT IS SAFE TO ACCESS THE STRUCTURE.**
6. It is required that the fumigator have keys to the premises during the course of fumigation. We must have access to all parts of the building, including garages and rooms which are normally kept locked. Any vehicle left within the structure which is to be fumigated, must have the trunk open and all windows down.  
**WE MUST HAVE A COMPLETE SET OF KEYS TO THE PROPERTY.**
7. All automatic timing devices (sprinklers, lights, alarms, etc.) must be turned off prior to fumigation. Terminix will not be responsible for any damage to lighting fixtures or other items that project from the structure.
8. **All antennae, weather vanes, chimney stacks, etc. must be removed by the owner or occupant. If we have to remove the antennae there may be an extra charge, we will not re-install it, nor will we be responsible for inadequate function or damage, resulting from the removal or re-installation.**
9. Care will be taken to avoid damage to the roof, gutters, and chimneys of the building. However, due to the condition of the chimney, the roof and gutters, their age, or the type of roof and gutters as well as the nature of the work, some damage to the chimney or the roof or its gutters may be unavoidable. Therefore, the undersigned hereby releases Terminix and the fumigator or fumigation contractor from liability for damage which might occur.
10. Solar Systems must be turned off and drained. We cannot accept any responsibility for damage to solar systems.
11. Fumigation operations may not commence during inclement weather or high winds and may have to be re-scheduled.
12. To avoid possible misunderstandings, our insurance company requests that all valuables, such as jewelry, large amounts of cash, and objects of art be removed prior to fumigation. As a safety precaution, the fumigator must have access to all parts of the structure including closets and storerooms which are normally kept locked. **Windows will be left open during and following the fumigation.** Owner/occupant/agent may post a guard at the property at his/her own discretion and cost.  
**WE WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE DUE TO VANDALISM, THEFT, OR OTHER ACTS OF THIRD PARTIES.**
13. If the attic and/or crawl space below the structure are/is accessible through a closet, the closet must be completely emptied.

**FUMIGATION CANNOT COMMENCE WITHOUT  
 THIS SIGNED NOTICE IN POSSESSION OF THE FUMIGATOR.  
 FUMIGATOR MUST HAVE A COMPLETE SET OF KEYS TO THE PROPERTY  
 BEFORE WORK CAN BEGIN.**



# TERMINIX

## TERMITE SOLUTION OPTIONS

Name: JULIAN LECOMTE Date: 9/13/05

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

Phone: (\_\_\_\_\_) \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

**TERMINIX**  
The Best Choice!  
You make the choice

### RETREATMENT PROTECTION & DAMAGE REPAIR PLAN (PRO) ☐ Purchaser Initials

During the term of this Plan, any further treatment found necessary will be performed free of charge. This Plan provides protection against new damage caused by \_\_\_\_\_ termites to the structure and contents of the structure. If new damage occurs during the term of this Agreement, Terminix will, upon notification, arrange for the necessary repairs or replacement by a contractor of its choice and pay the entire cost of labor and materials. New damage is defined as damage done by \_\_\_\_\_ subsequent to the date of the Standard Notice of Work Completed and Not Completed; the definition excludes damage existing at that date. Unless live termites are found in the damaged area, the damage discovered is old damage and is not covered under this Agreement. Repairs for new damage to commercial structures (including but

### RETREATMENT SERVICE PLAN (SER) ☐ Purchaser Initials

During the term of this Plan, upon notification by the purchaser, Terminix will inspect at no charge to Purchaser the structure(s) listed above as Structure(s) Included. If Terminix identifies new infestation by \_\_\_\_\_ termites, Terminix will arrange for necessary treatment at no cost to Purchaser. DUE TO THE NATURE OF CONSTRUCTION AND/OR THE EXTENT OF EXISTING DAMAGE AND/OR APPLICATION RESTRICTIONS, THIS PLAN DOES NOT GUARANTEE AGAINST, NOR SHALL TERMINIX BE RESPONSIBLE FOR, PRESENT OR FUTURE DAMAGE TO PROPERTY OR CONTENTS, NOR PROVIDE FOR REPAIRS OR COMPENSATION THEREFORE.

#### Drywood Termite Control

<input checked="" type="checkbox"/> FUMIGATION	<input type="checkbox"/> Protection & Damage Repair Plan	<input type="checkbox"/> Retreatment Service Plan	Cost \$ <u>2140</u>
			Renewal \$ <u>175</u>
<input type="checkbox"/> Heat	<input type="checkbox"/> Protection & Damage Repair Plan	<input type="checkbox"/> Retreatment Service Plan	Cost \$ _____
			Renewal \$ _____

Area to be treated: \_\_\_\_\_

SEPT  
2140  
- 15%  
\$1819

#### Subterranean Termite Control

<input type="checkbox"/> Bait	<input type="checkbox"/> Protection & Damage Repair Plan	<input type="checkbox"/> Retreatment Service Plan	Cost \$ _____
			Renewal \$ _____
<input type="checkbox"/> Liquid Barrier	<input type="checkbox"/> Protection & Damage Repair Plan	<input type="checkbox"/> Retreatment Service Plan	Cost \$ _____
			Renewal \$ _____

#### Extended Services

☒ INSP/PRO PLAN Cost \$ 339

#### Structural Pest Control

☒ Quarterly Pest Control with free unlimited call backs Yearly Service Fee \$ 380

Covering over 27 different pest such as ants, spiders, fleas, roaches, mice, rats, etc.

95/95

#### Financing Options

##### 12 Month Financing

Deposit/Downpayment \$ 215

Monthly Payment \$ 215

##### 18 Month Financing

Deposit/Downpayment \$ 215

Monthly Payment \$ 149

**ASK ABOUT 90 DAY INTEREST REBATE**

Homeowner: [Signature]

Termite Inspector: [Signature]

This form is for estimate only This estimate good for 60 days