

- A. This company has a minimum job requirement of \$125.00. We will not go to any property to do any amount of work for less than \$125.00.
- B. This inspection pertains only to the specific address or addresses indicated and does not include any attached or adjacent units.
- C. This company **DOES NOT GUARANTEE** work performed by others, recommended or not, including by the Owner or Contractors. Bills should be submitted to Escrow as certification of work performed by others.
- D. This proposal does not include any Painting or Decorating in the process of work performed. This company will paint primer white unless other arrangements are made prior to the work being completed.
- E. During the process of treatment or replacement, it may be necessary to drill holes through ceramic tiles or other floor covering. These holes will then be sealed with concrete. We will exercise due care but assume NO RESPONSIBILITY for cracks, chipping or other damage to floor coverings.
- F. DeAnza assumes **NO RESPONSIBILITY** for damage to any Plumbing, Gas or Electrical lines, etc., in the process of pressure treatment of concrete slab areas or replacement of concrete of structural timbers.
- G. When a fumigation is recommended, a **FUMIGATION NOTICE** will be left with or mailed to the owner of the property or his designated agent which states, among other things, that **ALL FOODS AND MEDICINES MUST BE REMOVED** from the property PRIOR to the fumigation being performed.
- H. **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 the right to seek a second opinion...from another company.**
- I. **NOTICE...The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administrating such services that are in addition to the direct costs associated with paying the subcontractor. You may accept DeAnza's bid or you may contract directly with another registered company licensed to perform the work. If you choose to contract directly with another company, DeAnza 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.**
- J. 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 the 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 used to satisfy the indebtedness. This can happen even if you have paid you structural pest control company in full and 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.
- K. **The exterior surface of the roof will not be 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.**
- L. I agree to pay reasonable attorney fees if suit is required by this company to enforce any terms of this contract, together with the costs of such action, whether or not suit proceeds to judgment
- M. This company does not concern itself with prior building permits. If anyone has any questions as to whether this structure or parts of this structure are permitted, we suggest they contact the proper county or city departments.
- N. Some structures do not comply with building code requirements or may have structural, electrical, plumbing, heating, air conditioning or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pests and Organisms Inspection Report does not contain information on such a defect, if any, as they are not within the scope of our license.
- O. Your termite report and clearance will cover **EXISTING AND VISIBLE** infestation or infection which is outlined in the report. If we perform any work on the property, we guarantee that work for a period of **ONE YEAR** from completion. Plumbing and plumbing repairs are guaranteed for a period of **10 DAYS** from completion. Fumigations are guaranteed for a period of **TWO YEARS** from completion.
- P. If this report is used for escrow purposes, then it is agreed that this Inspection Report and Completion, if any, are part of the **escrow transaction and are to be paid in full at the close of escrow.** In the event escrow cancels or our invoice is not paid at the close of escrow, invoices are due 15 days thereafter.
- Q. Arbitration of Disputes...By relying on this wood destroying organisms report, you agree that any controversy or claim arising out of or relating to DeAnza's inspection and/or this report shall be settled by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- R. DeAnza's performance of the recommendations described is governed by the terms of a work authorization, which provides that any controversy or claim arising out of or relating to DeAnza's work shall be settled by Arbitration in accordance with the construction industry Arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- S. 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 AND/OR HERSELF.**
- T. All pesticides and fungicides must be applied by a state certified applicator (sec. 8555 Business and Professions Code Division 3) and in accordance with the manufacturer's label requirements.
- U. If building permits are required for any repair work, it is the owner's responsibility to contact the appropriate government agency, schedule and pay all fees prior to repair work being performed by this company or others.
- V. **If repairs are completed by others, this company recommends the proper licensed bonded insured contractor in good standing with the State of California be hired to perform any repairs on the property.**

WORK AUTHORIZATION

SIGNED \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_  
 JOB ADDRESS \_\_\_\_\_ TOTAL AMOUNT \$ \_\_\_\_\_  
 OWNER'S ADDRESS (IF DIFFERENT) \_\_\_\_\_  
 OWNER'S HOME # \_\_\_\_\_ WORK # \_\_\_\_\_ CELL # \_\_\_\_\_

**\*\*OWNER MUST COMPLETE ALL OF THE ABOVE TO AUTHORIZE ANY WORK!!**