

# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT


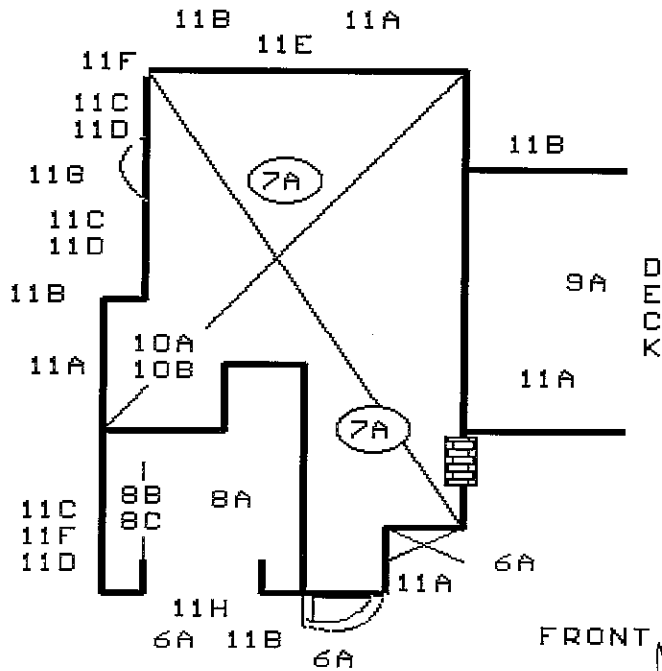
|   |  |  |                   |
|---|--|--|-------------------|
| Building No.<br>1955  | Street, City, Zip<br>Ellen Avenue, San Jose, CA, 95125                                     | Date of Inspection<br>10/22/09   | No. of Pages<br>7 |
| <b>THRASHER TERMITE &amp; PEST CONTROL, INC.</b><br>17427 Farley Road West<br>Los Gatos, CA 95030-3308<br>Ph: (408) 354-9944 Fax: (408) 395-7934  |  |  |                   |
| Firm Registration No. PR 5009   | Report No. 37534   | Escrow No.   |                   |
| Ordered By:<br>Intero - Holly Barr<br>1567 Meridian Avenue<br>San Jose CA 95125   | Property Owner/Party of Interest:<br>John Snyder<br>1955 Ellen Avenue<br>San Jose CA 95125 | Report Sent To:  |                   |
| COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>   |  |  |                   |
| General Description:<br>One story, wood framed, single family residence with stucco and wood siding exterior.   |  | Inspection Tag Posted:<br>Garage   |                   |
|   |  | Other Tags Posted:<br>None noted   |                   |
| 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 checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input checked="" type="checkbox"/> If any of 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 Miguel Torres License No. OPR 9921 Signature Miguel Torres

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, 1418 Howe Avenue, Suite 18, Sacramento, California 95825-3204.

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. 43M-41 (Rev. 10/01)

|              |                                   |                 |            |
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NOTICE: The Structural Pest Control Board encourages competitive business practices among registered companies. 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. Therefore, you have a right to seek a second opinion.

NOTE: This property was not inspected for the presence or absence of health related molds or fungi. By California law we are neither qualified, authorized nor licensed to inspect for health related molds or fungi. If you desire information about the presence or absence of health related molds, you should contact an industrial hygienist.

The following areas were not inspected, as indicated in Section #1990 paragraph (J) of the Structural Pest Control Act and Rules and Regulations: Furnished interiors, inaccessible attics, insulated attics, and portions thereof; the interior of hollow walls; spaces between a floor or porch deck and the ceiling or soffit below; stall showers over finished ceilings; such structural segments as porte cocheres, enclosed bay windows, buttresses and similar areas to which there is no access without defacing or tearing out lumber, masonry and finished work, built-in cabinet work; floor beneath coverings, areas where storage conditions or locks make inspection impractical. Any eaves, trim, siding or other materials above 10 feet from the ground level will be visually inspected only. Any materials above 10 feet from the ground level are considered inaccessible for physical inspection. A further inspection is recommended at any/all inaccessible areas and/or areas that were not inspected. If a further inspection is desired, please call our office for a price quote and an appointment.

NOTE: Thrasher Termite & Pest Control, Inc. is not a licensed roofing company. We do not perform roof inspections. If an inspection of the roof covering is desired, please consult the appropriate, licensed tradesperson.

NOTE: IF REQUESTED BY THE PERSON ORDERING THIS REPORT, A REINSPECTION OF THE STRUCTURE WILL BE MADE. THIS REQUEST MUST BE WITHIN FOUR MONTHS OF THE DATE OF THIS REPORT AND THERE WILL BE A FEE.

This is a separated report which is defined as Section 1/Section 2 conditions that are evident on the date of the inspection.

SECTION 1 - Items where there is visible evidence of active infestation, infection or conditions that have resulted in or from infestation or conditions.

SECTION 2 - Conditions deemed likely to lead to infestation or infection but where no visible evidence of such was found on the date of the inspection.

SECTION 3 - Recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete the inspection and cannot be defined as Section 1 or Section 2.

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NOTE: Unless otherwise specified in the body of this report, the fences were not inspected, nor included in this report.

**ATTIC:**

Item 7A: FINDING: Portions of the attic were inaccessible for inspection due to insulation.

RECOMMENDATION: FURTHER INSPECTION recommended. Other trades must install catwalks in the attic. We will then perform a further inspection to check for any adverse conditions. Our findings will be issued on a Supplemental Report.

\*\*\*\*\* Unknown Further Inspection Recommended \*\*\*\*\*

**GARAGES:**

Item 8A: FINDING: Some areas at the interior of the garage are inaccessible for inspection due to storage.

RECOMMENDATION: FURTHER INSPECTION recommended. Others must clear the storage at the interior perimeter of the garage. We will then perform a Further Inspection at the previously inaccessible areas. Our findings will be issued on a Supplemental Report.

\*\*\*\*\* Unknown Further Inspection Recommended \*\*\*\*\*

Item 8B: FINDING: Evidence of drywood termite activity was noted at the garage framing. These infestations appear to extend into inaccessible areas.

RECOMMENDATION: Fumigate the entire structure with a lethal gas for complete, guaranteed eradication of all drywood termite infestations.

\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*

In the performance of the above recommendation, we propose to use the chemical Vikane or Zythor (Sulfuryl Flouride), along with the chemical Chloropicrin.

NOTE: We can provide the Nylofume bags that are necessary for storing food and medicine during the fumigation process. These bags are available at no additional charge to our customers. Please call our office and we will make them available for pick-up.

NOTE: There is preparation work that must be completed prior to the fumigation. The interior preparation work is always the responsibility of the owner. If the property is vacant there is usually no interior prep work required. The exterior preparation work is often included in our fumigation quote. If the structure is large or if there is a lot of plant growth there will be an additional charge for the exterior prep. Please call our office so we can determine if the exterior prep work is included in our bid. If not, we can provide a bid for the exterior prep work or we can put you in contact with a company that specializes in exterior prep work.

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**GARAGES:**

Item 8C: FINDING: Drywood termite pellets and/or swarmers were noted at the garage framing.

RECOMMENDATION: Remove and/or mask all accessible drywood termite pellets and/or swarmers as necessary.

\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*

**DECKS--PATIOS:**

Item 9A: NOTE: The right side deck and patio cover were not inspected, nor included in this report. If an inspection of this area is desired, please call our office for a price quote and an appointment.

\*\*\*\*\* Information Item \*\*\*\*\*

**OTHER--INTERIOR:**

Item 10A: FINDING: Leaks were noted at the utility bathroom pedestal sink fill line.

RECOMMENDATION: A licensed plumber should be employed to check and eliminate all leakage as needed.

\*\*\*\*\* This is a Section 2 Item \*\*\*\*\*

Item 10B: FINDING: Minor fungus and fungus damage were noted to the utility bathroom door casing/trim. Spills have caused fungus damage at same.

RECOMMENDATION: Trim out the damage as necessary and fill the void with a quality wood filler. The repaired area will be primer painted only.

\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*

**OTHER--EXTERIOR:**

Item 11A: NOTE: Others have recently painted the exterior of the structure. This does limit our inspection at some areas. We inspected the exterior as practical.

\*\*\*\*\* Information Item \*\*\*\*\*

Item 11B: FINDING: Signs of weathering and heavy spackle were noted at the wood siding and trim board.

RECOMMENDATION: Trades should be employed to check and make all necessary repairs.

\*\*\*\*\* This is a Section 2 Item \*\*\*\*\*

Item 11C: FINDING: Evidence of drywood termite activity was noted at the wood siding.

RECOMMENDATION: Fumigate the entire structure with a lethal gas, see item #8B.

\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*

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**OTHER--EXTERIOR:**

Item 11D: FINDING: Drywood termite pellets and/or swarmers were noted at the wood siding.

RECOMMENDATION: Remove and/or mask all accessible drywood termite pellets and/or swarmers as necessary, see item #8C.

\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*

Item 11E: FINDING: Fungus activity and fungus damage were noted at the wood sash windows at the rear of the structure.

RECOMMENDATION: Our firm will employ a professional door/window contractor to inspect this area along with our company. After a bid has been obtained we will issue a Supplemental Report outlining the necessary repairs and the cost to complete them. Please feel free to call our office if you have any further questions.

\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*

Item 11F: FINDING: Fungus, fungus damage and drywood termite damage were noted at the water table trim.

RECOMMENDATION: Remove the damaged wood members as necessary and check for concealed damage. If no further damage is found new materials will be installed, sealing all voids. The repaired areas will be primer painted only. If any further damage is found, a Supplemental Report will be issued with our additional findings and cost.

\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*

Item 11G: FINDING: Fungus and fungus damage were noted to the window at the left side of the structure.

RECOMMENDATION: Remove the damaged wood members as necessary and check for concealed damage. If no further damage is found new materials will be installed, sealing all voids. The repaired areas will be primer painted only. If any further damage is found, a Supplemental Report will be issued with our additional findings and cost.

\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*

NOTE: All "T&M" or "Time & Materials" bids are based on \$105 per labor hour (including travel time to the job), plus material costs (include permits if necessary), plus 10% for profit and overhead.

Item 11H: FINDING: Fungus and fungus damage were noted at the large garage door jambs.

RECOMMENDATION: Cut out the damaged door jambs and fill the voids with mortar.

\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*

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FOR ALL OF YOUR JOB SCHEDULING NEEDS PLEASE CALL CAROLYN GAVIN AT (408) 354-9944, EXTENSION 500.

NOTE: TYPICALLY IT TAKES APPROXIMATELY ONE TO TWO WEEKS TO SCHEDULE WORK (DEPENDING ON THE SIZE OF THE JOB). SOME EXCEPTIONS CAN BE MADE, BUT THIS IS A GOOD RULE OF THUMB. PLEASE TAKE THIS INTO CONSIDERATION WHEN PLANNING THE WORK THAT NEEDS TO BE COMPLETED. THANK YOU.

NOTICE: The charge for service that this company subcontracts to another person or entity may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractors.

NOTE: If others are going to complete any of the repairs, as outlined in this report, they MUST have our firm perform a reinspection during the course of their repairs. This reinspection must be made after ALL damage is removed but prior to the installation of any new materials. We cannot be responsible for certifying the property if these guidelines are not followed. Allow 2 to 3 days lead time when scheduling a reinspection. There is a \$175.00 fee for this reinspection service. Please don't hesitate to call our office if there are any further questions.

NOTE: There are some Section 1 items outlined in this report that do not have a bid associated with the repairs. Some of the items cannot be quoted until a FURTHER INSPECTION is made and/or until specialty trades have been employed. Please feel free to call our office if you have any further questions, or if you would like an estimate for some of these "Will Bid" items.



17427 Farley Road West  
Los Gatos, CA 95030-3308  
Ph: (408) 354-9944 Fax: (408) 395-7934



## WORK AUTHORIZATION CONTRACT

Address of Property: 1955 Ellen Avenue, San Jose, CA, 95125  
Inspection Date: 10/22/2009  
Report #: 37534  
Title Co. & Escrow #:

### SECTION 1

8B: \$ 1600.00  
8C: \$ 175.00  
10B: \$ 230.00  
11C: See #8B  
11D: See #8C  
11E: Will Bid  
11F: \$ 390.00  
11G: Time&Mat'l  
11H: \$ 260.00

### SECTION 2

10A: Trades  
11B: Trades

### FURTHER INSPECTION

7A: \$ 125.00  
8A: \$ 175.00

We Authorize the Following  
Section 1 Items to be Performed.

We Authorize the Following  
Section 2 Items to be Performed.

We Authorize the Following  
Items for Further Inspection.

Proposed Cost Section 1: See Above

Proposed Cost Section 2: See Above

Proposed Cost Fur.Insp.: See Above

Inspection Fee: \$ 200.00

Inspection Fee Paid: \$ -200.00

Total: See Above

NOTICE TO PROPERTY OWNERS: (Section 7018 of the California Contractors License Law, Business & Professional Code Div. 3, Chap. 9.) Provides under the Mechanic's Lien Law any Structural Pest Control Operator who 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 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 contractor, in full, if the subcontractor, laborers, or suppliers remain unpaid.

BY EXECUTING THIS WORK AUTHORIZATION CONTRACT, CUSTOMER ACKNOWLEDGES THAT HE OR SHE HAS BEEN ADVISED OF THE FOREGOING AND HAS HAD THE OPPORTUNITY TO CONSULT WITH A QUALIFIED PROFESSIONAL.

I have read this work authorization contract and WDO inspection report it refers to.  
SIGNED WORK AUTHORIZATION CONTRACT MUST BE RECEIVED BEFORE WORK WILL BE SCHEDULED.  
I have read and understand the terms of this work authorization contract and hereby agree to all terms thereof.

APPROVED AND READ BY: \_\_\_\_\_

DATE \_\_\_\_\_

ACCEPTED FOR: \_\_\_\_\_  
THRASHER TERMITE & PEST CONTROL, INC. DATE \_\_\_\_\_



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## WORK AUTHORIZATION CONTRACT

Address of Property: 1955 Ellen Avenue, San Jose, CA, 95125  
Inspection Date: 10/22/2009  
Report #: 37534  
Title Co. & Escrow #:

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### TERMS AND CONDITIONS

A LIEN WILL BE FILED ON THE PROPERTY 60 DAYS AFTER NOTICE OF COMPLETION IS ISSUED. THE LIEN WILL BE RELEASED ONCE THE BILL IS PAID.

It is understood that these corrections are recommended on the basis of visibly determined surface examination. In the course of work being performed on the basis of this contract, conditions may be revealed which were not evident at the time of inspection. This contract is limited to that which was visible at the time of inspection and of that, only these paragraph(s) herein specified and contracted for. We assume no responsibility for concealed or inaccessible damage or infestation that was not observed by us without excavation or opening timbers, walls, floors, ceilings, moving furnishings, storage, etc. We shall not be liable for any damage resulting from probing, cutting, opening, removal or otherwise, of timbers, walls, floors, ceilings or other parts of the building inspected. Our liability for damages by reason of errors or omissions in the Inspection Report shall be limited to the cost of the inspection and report. If additional work should be required by the City or County Building Inspector, such work will not be performed under this contract. THRASHER TERMITE AND PEST CONTROL AGREES TO FURNISH ALL LABOR, MATERIALS, SUBCONTRACTORS (if required), and compensation insurance to complete the repairs as accepted above. THRASHER TERMITE AND PEST CONTROL AGREES TO USE ALL DUE CAUTION IN THE PERFORMANCE OF OUR WORK, but in no way will we be held responsible for damage to property, plants, or animal life caused by the use of chemicals, gas or equipment in conjunction with these repairs.

It is agreed that the contract price shall be paid to THRASHER TERMITE AND PEST CONTROL, INC. upon notice of completion. It is understood that service charges of 1.5% per month on the unpaid balance, or 18% per annum, will be charged on overdue accounts and if suit is filed for collection of delinquent accounts the customer agrees to pay all litigation costs.

At least one signed copy of this contract must be returned to THRASHER TERMITE AND PEST CONTROL, INC. before work is started. This contract must be signed by a THRASHER TERMITE AND PEST CONTROL, INC. representative to be valid.

In the event of a cancellation, or other breach, of this WORK AUTHORIZATION CONTRACT, or any of the provisions thereof, the aggrieved party shall be entitled to recover from the party who cancels or otherwise, breaches in addition to any other relief provided by law, such costs and expenses as may be incurred by the aggrieved party, including reasonable attorney's fees, court costs and other costs and expenses taxable or otherwise, reasonably necessary in preparing and seeking relief, whether or not a lawsuit is filed, and in prosecuting any complaint based thereon.

THRASHER TERMITE AND PEST CONTROL, INC. GUARANTEES CHEMICAL TREATMENTS AND STRUCTURAL REPAIRS FOR ONE YEAR FROM THE DATE OF COMPLETION. WE GUARANTEE FUMIGATIONS FOR THREE YEARS FROM THE DATE OF COMPLETION. WE GUARANTEE GLASS AND FLOOR COVERING REPAIRS FOR THIRTY (30) DAYS FROM THE DATE OF COMPLETION. WE DO NOT GUARANTEE WORK COMPLETED BY THE OWNER AND/OR THEIR AGENTS. ANY TYPE OF GUARANTEE SHOULD BE OBTAINED FROM THE PERSON(S) MAKING THE REPAIRS.

NOTE: ALL CARE WILL BE TAKEN TO AVOID DAMAGE TO HIDDEN PIPES IN THE CONCRETE SLAB OR WALLS. HOWEVER, IF SUCH DAMAGE DOES OCCUR WE WILL ASSUME NO RESPONSIBILITY FOR SAME. WE WILL ASSIST THE HOMEOWNER BY CONTACTING THE PROPER TRADES TO REPAIR THE DAMAGED PIPE(S). THE HOMEOWNER IS RESPONSIBLE FOR ALL EXPENSES THAT ARISES AS A RESULT OF DAMAGED PIPES. THE HOMEOWNER UNDERSTANDS THIS CONDITION AND AGREES TO ALL LIABILITY BY SIGNING THE WORK AUTHORIZATION CONTRACT. PLEASE CALL OUR OFFICE IF YOU HAVE ANY FURTHER QUESTIONS.

MOLD DISCLAIMER: There may be health related issues associated with the structural repairs reflected in the inspection report referenced by this Work Authorization Contract. These health issues include but are not limited to the possible release of mold spores during the course of repairs. We are not qualified to and do not render any opinion concerning such health issues or any special precautions. Any questions concerning health issues or any special precautions to be taken prior to or during the course of such repairs should be directed to a Certified Industrial Hygienist before any such repairs are undertaken.

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**THRASHER TERMITE & PEST CONTROL, INC.**

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Los Gatos, CA 95030-3308  
Ph: (408) 354-9944 Fax: (408) 395-7934



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| DATE     | REPORT # | ESCROW # |
|----------|----------|----------|
| 10/26/09 | 37534    |          |

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| PROPERTY LOCATION                 |
|-----------------------------------|
| 1955 Ellen Avenue, San Jose 95125 |

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TO:

|            |                 |           |
|------------|-----------------|-----------|
| 10/22/2009 | INSPECTION FEE  | \$ 175.00 |
|            | <LESS PAYMENTS> | \$ 175.00 |
| <hr/>      |                 |           |
|            | BALANCE DUE     | \$ 0.00   |

RETAIN THIS COPY FOR YOUR RECORDS

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**DUE AND PAYABLE WITHIN 10 DAYS**

1.5% per month charged on all past due accounts. This is an annual percentage rate of 18%

(Interest charged pursuant to the Robinson-Patman Act)

NOTICE: "Under the Mechanics' Lien law, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his 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 of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid."

**THANK YOU FOR YOUR BUSINESS**