


# WOOD DESTROYING PESTS AND ORGANISM INSPECTION REPORT

Building No. <b>973</b>	Street <b>Redmond Avenue</b>	City <b>San Jose</b>	ZIP <b>95120</b>	Date of Inspection <b>7/28/2009</b>	Number of Pages <b>Page 1 of 8</b>
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**HomeGuard  
Incorporated**

**510 Madera Ave  
San Jose, CA 95112  
(408) 993-1900 • Fax (408) 993-1944  
Registration # PR1452**

HomeGuard Rpt #: **134510**

Ordered By: <b>Bruce Pflieger ERA 4064 Flying C Road #1 Shingle Springs, CA 95682</b>	Property Owner/Party in Interest	Report Sent to:      Escrow#:
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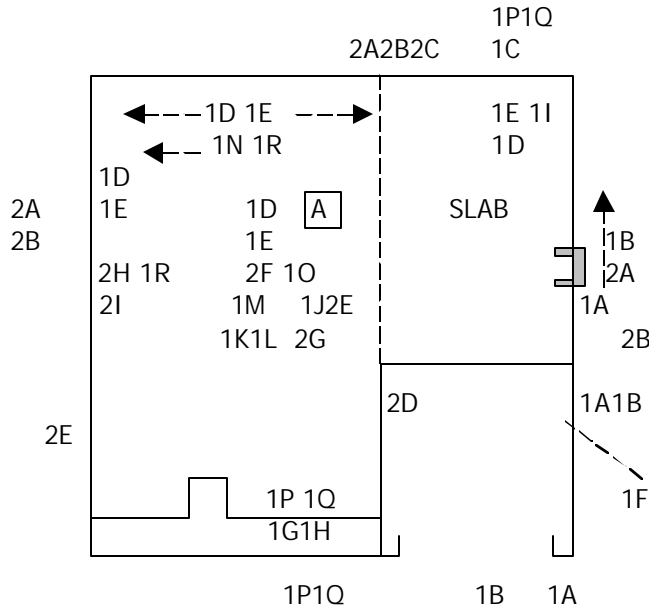
COMPLETE REPORT <input checked="" type="checkbox"/>	LIMITED REPORT <input type="checkbox"/>	SUPPLEMENTAL REPORT <input type="checkbox"/>	REINSPECTION REPORT <input type="checkbox"/>
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General Description: <b>Two story, single family wood framed residence with stucco and wood exterior.</b>	Inspection Tag Posted <b>Garage</b> Other Tags Posted <b>Ken Carrer 6/09</b>
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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: **Andrew m Ries**

License#: **FR40213**

Signature: \_\_\_\_\_



You are entitled to obtain copies of all reports and completion notices on this property filed with the board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California 95815-3831.

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 electric, heating, or mechanical systems of the structure. Our inspection will not detect building code violations. If any information is desired about any areas mentioned, a company which makes home inspections should be engaged. 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 reflected by this 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. This structure has carpet installed. Although no adverse conditions were evident, we assume no responsibility for the floor covering under the carpet unless we remove the carpet. The attic was not inspected due to insulation covering the lower wood members of the attic. This was viewed from the access opening only. HomeGuard does not guarantee that the entire attic is insulated. As is standard practice within our industry and since our inspectors do not carry a 30' ladder on their truck, a portion of the eaves, wood siding and wood windows above 11' were only inspected visually. Upon request and at an additional charge HomeGuard Inc. will return to the property and further inspect these inaccessible areas. The area under the water heater or furnace pedestal was not inspected. The area of the foundation concealed behind the stucco, brick or rock wall covering was inaccessible for inspection. There is no evidence of any infestations in this area; however, this could possibly conceal termite entry points. The inaccessible areas listed above which were not inspected will be inspected upon the owner's request and may be conditional to additional inspection fees.**

**"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 in progress will be necessary. Any guarantees must be received from parties performing repairs."**

**NOTE: Work performed by others will be reinspected for a fee of \$125.00 for each trip out to the property. Open wall and open floor inspections are desirable if certification is required.**

**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.**

**NOTE: WE GUARANTEE ALL REPAIRS DONE BY THIS COMPANY FOR ONE YEAR FROM**

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**THE DATE OF COMPLETION. WITH THE EXCEPTION OF PLUMBING, GROUTING, CAULKING AND RE-SETTING OF TOILETS WHICH ARE GUARANTEED FOR 30 DAYS FROM THE DATE OF COMPLETION. WE CANNOT GUARANTEE WORK DONE BY THE OWNER OR OWNER'S AGENT. WE MAKE NO GUARANTEE AGAINST FUTURE INFECTIONS, ADVERSE CONDITIONS, OR CONDITIONS PRESENT BUT NOT EVIDENT AT THE TIME OF OUR INSPECTION.**

**NOTE: 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: Fungus damage was noted to the roof eaves as indicated on the diagram.

RECOMMENDATION: Remove and replace the damaged wood members to correct this condition. This bid includes replacement of the roof covering if disturbed by our repairs. The guarantees on the roof covering are limited to the areas where the work was performed. It will be the owner's responsibility to reinstall the gutters upon completion of our roof repairs if necessary.

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

**1B.** FINDING: Fungus damage was noted to the rafters as indicated on the diagram.

RECOMMENDATION: Remove and replace the damaged wood members to correct this condition. This bid includes replacement of the roof covering if disturbed by our repairs. The guarantees on the roof covering are limited to the areas where work was performed. It will be the owner's responsibility to reinstall the gutters upon completion of our roof repairs if necessary.

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

**1C.** FINDING: The threshold has been damaged by subterranean termites at the rear door.

RECOMMENDATION: Remove and replace all the damaged wood members. If any damage is found to extend into any enclosed areas a supplemental report and bid will be issued.

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

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**1D.** FINDING: Infestation by Drywood Termites was noted at the subarea, interior and exterior.  
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. Due to current Cal OSHA Safety Standards work above 7.5 feet demands fall protection, this requires the installation of anchor points at the roof ridge line. HomeGuard will repair any damage caused by the installation of the anchor. However, in the case of metal roof coverings it is the owners responsibility to make areas on the roof ridge accessible to secure the anchors. HomeGuard Incorporated guarantees all fumigations for a period of two years.

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

**1E.** FINDING: Drywood termite pellets were evident as noted in the above recommendation.  
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) \*\*\*\*\*

**1F.** FINDING: The side garage entry door jamb at the left side was found to be fungus damaged.  
RECOMMENDATION: Remove and replace the door jamb to correct this condition.

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

**1G.** FINDING: The trim has been damaged by subterranean termites at the front porch.  
RECOMMENDATION: Remove and replace all the damaged wood members. If any damage is found to extend into any enclosed areas a supplemental report and bid will be issued.

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

**1H.** FINDING: The siding has been damaged by subterranean termites at the front porch.  
RECOMMENDATION: Remove and replace all the damaged wood members. If any damage is found to extend into any enclosed areas a supplemental report and bid will be issued.

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

**1I.** FINDING: The door has been damaged by drywood termites at the rear.  
RECOMMENDATION: Remove and replace all the damaged wood members. If any damage is found to extend into any enclosed areas a supplemental report and bid will be issued.

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

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. We will replace damaged wood members with material which resembles, as closely as possible, the existing wood members with standard grade, readily available wood members.

**1J.** FINDING: Drywood termite damage was noted to the subfloor beneath the master bathroom.  
RECOMMENDATION: From the subarea, replace and/or reinforce the damaged subfloor as necessary. Although all due caution will be taken to the finished floor, HomeGuard Incorporated assumes no liability for any damage that may occur to the finished floor during repairs. If damage extends into the adjacent wood members, or if damage occurs to the finished floors while performing repairs, a supplemental report will be issued listing all findings, recommendations, and bids.

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

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**1K.** FINDING: The shelf and sides under the kitchen sink are fungus damaged.

RECOMMENDATION: Remove and replace the shelf and sides as necessary.

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

**1L.** FINDING: Water has penetrated through the kitchen counter top and has caused fungus damage.

RECOMMENDATION: Remove the existing counter top. Remove and replace any fungus damaged wood members. Install a new ceramic tile counter top in this area. Unless prior arrangements have been made, white tile will be installed. It should also be noted that all tile work, regardless of color selection, will be done with a tight white grout joint, unless specified differently.

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

**1M.** FINDING: The steel sink in the kitchen is rusted.

RECOMMENDATION: Remove and replace the sink with a new stamped steel sink of like type and grade.

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

**1N.** FINDING: The rim joist has been damaged by drywood termites at the rear.

RECOMMENDATION: Remove and replace all the damaged wood members. If any damage is found to extend into any enclosed areas a supplemental report and bid will be issued.

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

NOTE: The above mentioned repairs are being attempted from the subarea. If this cannot be done in this manner, or if damage extends into inaccessible areas, a supplemental report will be issued with findings, recommendations, and bids.

**1O.** FINDING: There is a surface fungus condition located at the subfloor.

RECOMMENDATION: Scrape or wire brush this area and treat with a registered fungicide Timbor (Disodium Octoborate Tetrahydrate). NOTE: In order to perform this treatment the property will need to be vacated during and 3 hours after the treatment is performed.

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

**1P.** FINDING: Subterranean Termites were noted at the exterior and subarea.

RECOMMENDATION: Chemically treat the complete exterior soil at probable termite entry points with Termidor SC (Fipronil:5-amino-1-(2,6-dichloro-4-(trifluoromethyl) phenyl)-4-((1,8,5)-trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile. In conventional construction, this may include, rodding or trenching the soil around the foundation walls, drilling attached slabs (or blacktop's) such as patios, porches, sidewalks, or driveways that abut the structure. And treat the area on the interior of the foundation where the termites were found. A ground stop device will be used to hopefully prevent drilling into concealed pipes, conduit or electrical wiring however if this happens it will be the owners responsibility and cost to repair any damage done. 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. NOTE: In order to perform this treatment the property will need to be vacated for the period during and 3 hours after the treatment is performed.

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

**1Q.** FINDING: There is evidence of Subterranean Termite migratory tubes as noted in the above recommendation.

RECOMMENDATION: Break down & brush away all termite migratory tubes.

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

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**1R.** FINDING: The shelf under the master bathroom sink is fungus damaged.

RECOMMENDATION: Remove and replace the shelf as necessary. NOTE: If during the course of our repairs to the sink shelf, it becomes necessary to modify/repair the adjacent plumbing facilities, a supplemental report and bid will be issued.

\*\*\*\*\* (SECTION 1) \*\*\*\*\*

## **Section 2 Items**

NOTE: There is evidence of repairs by others to the interior and exterior. Any guarantees for these repairs must be obtained from the persons or firms performing the repairs. This note is for general information only.

NOTE: Ceramic tiles were noted over the master bathroom, kitchen and hall bathroom floors. We cannot represent the condition of floors beneath the tiled areas. Further inspection will be performed, upon request, at an additional expense. This note is for general information only.

**2A.** FINDING: Minor stress cracks were noted in the exterior stucco as indicated on the diagram.

RECOMMENDATION: The owner is to seal these areas and maintain the exterior paint.

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

**2B.** FINDING: This home was constructed without the use of a weep screed at the base of the stucco. Although this was an accepted construction method it does create an area that can allow subterranean termites to access the home without being detected. This area can also allow condensation to build up and not drain properly.

RECOMMENDATION: There is no evidence of any adverse condition at this time however if further information is desired it will be necessary to install a series of test holes to allow for further inspection. All findings recommendations and bids will be issued in a supplemental report.

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

**2C.** FINDING: There is vegetation in contact with the structure.

RECOMMENDATION: The owner is advised to cut back the vegetation away from contact with the structure.

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

**2D.** FINDING: The plumbing fittings at the water heater and the water heater were noted to be heavily corroded. Active leakage was not evident at this time.

RECOMMENDATION: The owner is advised to contact a licensed plumbing contractor to replace the deteriorated fittings.

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

**2E.** FINDING: The fence attached to the structure creates earth to wood contacts.

RECOMMENDATION: Separate the fence from the structure by installing metal flashing between the fence and the structure.

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

**2F.** FINDING: There is cellulose debris in earth contact in the substructure area.

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

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

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**2G.** FINDING: The plumbing fittings at the supply line were noted to be heavily corroded. Active leakage was evident at this time.

RECOMMENDATION: The owner is advised to contact a licensed plumbing contractor to replace the deteriorated fittings.

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

**2H.** FINDING: Some of the grout is loose or missing around the ceramic tile on the master bathroom counter top and tub wall.

RECOMMENDATION: Reseal the area in the most practical way. Owner to maintain in a water tight condition.

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

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: "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 Food and Agriculture 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 that 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) 313-6712  
 Contra Costa County Health Department (925) 646-5137  
 San Mateo County Agricultural Commission (650) 363-4700  
 San Mateo County Health Department (650) 573-2757  
 Structural Pest Control Board (800) 737-8188  
 2005 Evergreen Street Ste. #1500, Sacramento, CA 95815-3831

NOTE: HomeGuard Incorporated does no texturing, painting, or wall papering. However, we will cover exterior wood work with one (1) coat of white primer weather permitting.

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

NOTE: Should the further inspection items noted in this report not be performed, HomeGuard

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Incorporated will assume no liability for any infestations or infection which may be concealed in these areas.

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

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 the appropriate certification is desired.

NOTE: If it is necessary to install smoke detector(s) to comply with the state fire regulations, battery powered smoke detector(s) will be installed at an additional charge of \$75.00 per smoke detector unit.

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. We will replace damaged wood members with material which resembles, as closely as possible, the existing wood members with standard grade, readily available wood members.

NOTE: 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.

NOTE: Thank you for using HomeGuard Incorporated. If you have any questions regarding this report, please call and ask for Andrew Ries. Please bear in mind that the inspectors have full schedules during the day and can only be reached by phone early in the morning and late in the afternoon. The inspector will make every effort to make contact with you when he is available.

If you require further assistance or wish to schedule work as recommended in this report, please feel free to contact our office. We are here to assist you!

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# Fact Sheet for Vikane\* (Sulfuryl Fluoride)

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In the interest of DowElanco's commitment to product stewardship, this fact sheet is intended to provide basic information and how it is used. If you have additional questions about Vikane or the procedures described, call the DowElanco Customer Information Service 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 approximately 2 million homes. Depending on the extent or location of the infestation, fumigation is the only total control method proven to eliminate certain infestation of wood destroying insects.

## **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 thoroughly and 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 4 to 72 hours depending on the specifics of the job. Warning signs are posted around the building notifying people to keep out.

After the tarp or tape is removed, a professional fumigator will aerate the structure by opening the doors and windows. Fans may also be used to clear out the building. Once the building 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 established safe re-entry concentration. Your building should 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 5 parts 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 within 6 hours of clearing and have no detectable levels of Vikane within 24 hours after the start of 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 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), can cause excess fluid in the lungs, sleepiness, pneumonia, and convulsions. These symptoms would be expected to appear within 8 hours after such as exposure. In the unlikely event you experience these symptoms in a 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 no 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.
- 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.
- Call DowElanco Customer Information Service at 1-800-352-6776 if you need additional information or have questions concerning the product.



510 Madera Ave  
 San Jose, CA 95112  
 (408) 993-1900  
 Fax (408) 280-2763

Initials \_\_\_\_\_

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**AGREEMENT**  
 973 Redmond Avenue, San Jose

HomeGuard Incorporated is authorized to proceed with the work outlined in items \_\_\_\_\_ of their termite report no. 134510 for the property located at 973 Redmond Avenue, San Jose for a total sum of \$\_\_\_\_\_. 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:**

- 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.
- To be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days.
- 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.
- 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:**

- To pay for services rendered upon completion of work. This contract may canceled at any time by the customer. In the event of such action, customer agrees to pay HomeGuard Incorporated in full for any work already performed and the cost of materials and permits, plus 15% of the total contract price to cover job set up and administration expenses. 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.
- To pay for service charge of 1.5 percent per month or portion of any month beyond 30 days after completion.
- 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.
- 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.
- If any additional work, plans or engineering is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner's agent.
- 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.

**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 bid for these items. The minimum service charge is \$225 regardless of the bid on the individual item.**

**Section 1:**

1A	\$1,400	1B	\$800	1C	\$300	1D	\$2,225	1E	\$250	1F	\$300	1G	\$400
1H	\$550	1I	\$600	1J	\$1,000	1K	\$500	1L	\$2,200	1M	\$600	1N	\$400
1O	\$400	1P	\$1,950	1Q	\$250	1R	\$275	<b>Total: \$14,400</b>					

**Section 2:**

2A	Owner	2B	Owner	2C	Owner	2D	Owner	2E	\$150	2F	\$200	2G	Owner
2H	Owner												

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\*\*\*



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San Jose, CA 95112  
(408) 993-1900  
Fax (408) 280-2763

**AGREEMENT**  
973 Redmond Avenue, San Jose

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.

**NOTICE TO OWNER**

Under the California Mechanics 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 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 contractor in full if the subcontractor, laborers or suppliers remain unpaid. To preserve their right to file a claim of lien against your property, certain claimants such as subcontractors and material suppliers are required to provide you with a document intitled "Preliminary Notice". General 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 lein against your property if they are not paid. You can protect yourself from such claim by requiring your contractor to supply you with a payment and performance bond prior to commencing any work of improvement and/or requiring your contractor to provide you with an unconditional lien release signed by each material supplier, subcontractor, and laborer involved in that project phase before making payment on the completed phase of the project.

**OWNER OR OWNERS AGENT**                      **DATE**                      **BY:** \_\_\_\_\_, HomeGuard Incorporated

**X** \_\_\_\_\_                      **ESCROW OFFICER:** \_\_\_\_\_

**Print Name** \_\_\_\_\_                      **ESCROW PHONE NO:** \_\_\_\_\_

**X** \_\_\_\_\_                      **ESCROW CO/NO:** \_\_\_\_\_

**Print Name** \_\_\_\_\_

Name of person providing access \_\_\_\_\_ Phone Number \_\_\_\_\_

***THIS AGREEMENT IS 2 PAGES***  
***PLEASE BE SURE TO SIGN AND SEND BOTH PAGES***



510 Madera Ave  
San Jose, CA 95112  
(408) 993-1900  
Fax (408) 993-1944

## Invoice

Invoice Date: **7/29/2009**

Invoice No: **SJ253997T**

### Bill To:

**Bruce Pflieger**  
**ERA**  
**4064 Flying C Road #1**  
**Shingle Springs, CA 95682**

### Property Information:

Address: **973 Redmond Avenue**  
**San Jose CA, 95120**  
Report No. **134510TPR**  
Escrow#:

### Billing Information:

Inspection <b>7/28/2009 Complete</b>	<b>\$205.00</b>
Notice of Completion:	<b>\$0.00</b>
Other:	<b>\$0.00</b>
Total Due:	<b>\$205.00</b>

**PAID**  
**DO NOT REMIT**

DUE UPON RECEIPT  
PLEASE REMIT