## TERMS, CONDITIONS AND LIABILITIES

- 1. After reading this Notice, sign all three copies, keep on for **Your Records**, one copy for the **Termite Company**, and one copy for the **Fumigation Crew**.
- 2. IT IS THE RESPONSIBILITY OF THE HOME OWNER, OCCUPANT, OR HOME OWNER'S AGENT, TO HAVE ALL ITEMS ON THIS CHECK LIST DONE BEFORE THE CREW ARRIVES; FAILURE MAY POSTPONE THE FUMIGATION.
- 3. Remove all people from the property to be fumigated; REMOVE VEHICLES FROM GARAGE/CARPORT, IF INCLUDED.
- 4. Remove all interior and exterior plants, whether potted or hanging in/on building(s).
- 5. Remove all pets (including fish and birds). Animals must be removed from the yard (cats included); the water in the fish tank does not have
- 6. Remove all mattresses enveloped in plastic covers such as baby mattresses, etc., or remove covers (this excludes water bed); open zippered plastic clothes bag.
- 7. Remove all foods and medicines not in factory sealed glass or metal container, or double bag with Polymer Nylon bags only. This includes anything that might be orally ingested, such as candy and gum. It also includes food in freezers and refrigerators. If we have to remove the food, we will charge \$25 to \$175 per unit.

## NOTE: The reason for removal or bagging of food items is the fact that Sulfuryl Fluoride is not registered for fumigation of prepared foodstuff.

- 8. THE OCCUPANT SHOULD SOAK THE SOIL WITH WATER AT LEAST 12 INCHES FROM FOUNDATION OUTWARD. THIS CAN BE DONE THE EVENING BEFORE AND MAY HELP TO PROTECT PLANT ROOT GROWTH. CUT BACK PLANT GROWTH WHERE POSSIBLE 12 TO 18 INCHES AWAY FROM EXTERIOR OF BUILDING(S).
- 9. The occupant must turn off any air conditioning unit, thermostat operated or otherwise. If any burglar alarms are to be left on, leave instructions on operation; movement alarms must be turned off.
- 10. We must have access to all areas within the structure, including rooms or garages kept locked, SO PLEASE MAKE KEY ARRANGEMENTS BEFORE THE DAY OF THE FUMIGATION. THIS IS REQUIRED BY LAW. Please indicate where the keys are to be left after the fumigation. If walk-in or large safes exist, you must be present to open same for our inspection before re-locking the safe.
- 11. WE REQUEST THAT THE HOME OWNER OR OCCUPANT REMOVE ANTENNAS WHERE POSSIBLE; IF WE MUST REMOVE THEM, WE WILL ASSUME NO RESPONSIBILITY FOR ANY ANTENNA OR SATELLITE DISH DAMAGE OR ALIGNMENT.
- 12. To ensure complete gas ventilation, the fumigator may sometimes have to <u>open your drawers or cabinetwork and closets;</u> you may wish to do this prior to the fumigator's arrival.
- 13. For insurances purposes, we request you remove and take with you any valuables you deem necessary, such as jewelry, furs, cash etc. (See item 22 Below).
- 14. Where gas refrigerators exist, the occupant should allow for defrosting during the fumigation, as all gas will be turned off.
- 15. THE GAS COMPANY WILL TURN OFF YOUR NATURAL GAS THE MORNING OF THE FUMIGATION BETWEEN 7-11:00 A.M. MONDAY THROUGH FRIDAY. IF YOUR FUMIGATION DATE IS ON SATURDAY THEY WILL TURN OFF YOUR GAS ON FRIDAY THE DAY PRIOR TO FUMIGATION. THE GAS COMPANY OBSERVES ALL LEGAL HOLIDAYS AND DOESN'T WORK ON SUNDAYS AT ALL. IF YOU HAVE QUESTIONS REGARDING YOUR TURN-OFF AND TURN-ON DATE PLEASE CALL OUR OFFICE. PLEASE DO NOT TRY TO SET THE DATES YOURSELF AS YOU MAY CONFUSE THE GAS COMPANY AND DELAY THE TURNING OFF/ON OF YOUR GAS SERVICES. THE DAY OF YOUR TURN-ON, YOU MUST HAVE AN ADULT OVER 18 YEARS OF AGE TO ADMIT THE GAS COMPANY OR THEY WILL NOT TURN ON YOUR GAS SERVICE.
- 16. <u>ELECTRICITY MUST REMAIN ON</u> OR JOB WILL BE CANCELLED, AND A RESCHEDULE FEE OF \$125 WILL BE ADDED TO THIS INVOICE.
- 17. Our crews must fumigate several structures in various locations each day. Therefore any time of day for the fumigation to be scheduled will be an approximate time only. ALL APPROXIMATE TIMES SUBJECT TO CHANGE WITHOUT NOTICE.
- 18. We do not wish to inconvenience you by having you wait for our arrival on the day of the fumigation. When you decide on a date, talk it over and with your termite inspector, make arrangements with regard to keys, and leave with the assurance that your building will be properly fumigated and will be safe for your return. IN CASE OF RAIN OR STRONG WINDS, THE JOB MAY HAVE TO BE POSTPONED TO A LATER DATE; BE SURE AND LEAVE AN EMERGENCY PHONE NUMBER WHERE WE COULD REACH YOU. FORCIBLE ENTRY, IF NECESSARY WHERE ALL KEYS ARE NOT LEFT, WILL RESULT IN DAMAGE AND THEREFORE THIS COMPANY WILL NOT BE RESPONSIBLE FOR REPAIRS.
- 19. Where climbing plants, fences, trellises and vines must be detached from the building, and the home owner/occupant has not done this, any damage will not be our responsibility.
- 20. Fumigations where masking tape is used ("tape" fumigation in lieu of "tarp" fumigation) and where the painted surface is old or oxidized will result in some peeling of paint. Some painted surfaces will chip or peel if the undercoating was not properly applied even though these surfaces appear to be in good condition. (The tape we will use will not peel paint that is properly applied), therefore we assume no responsibility for any such damage.
- 21. THE ROOF SURFACE AND PERIMETER AREAS OF THE BUILDING MUST BE WALKED UPON AND DAMAGE WILL OCCUR. THIS COMPANY WILL NOT ASSUME LIABILITY FOR SUCH DAMAGE OR CONSEQUENTIAL DAMAGE THAT WILL OCCUR TO ROOFS OR ROOF COVERINGS AND AREAS BELOW SAME; GUTTERS, ELECTRICAL WIRING, PATIO AND AWNING COVERS. SOLAR HEATING PANELS OR RELATED PLUMBING, AND LIVING PLANT OR LANDSCAPING AT/ADJACENT TO SUBJECT PROPERTY.
- 22. We do not provide on-site security during the fumigation procedure or after the tent(s) or seals are removed, and as such our insurance does not cover malicious vandalism or theft, (screened windows are left open and unlocked for fumigant ventilation for the building); if the home owner or occupant wishes such security; same would be at his/her additional expense for such arrangements, and is not the liability of this company.
- 23. All exterior doors (including water heater cabinet) to the building being fumigated **must** be able to be locked; if no hasp or other lockable interior/exterior locking devices exist, state law requires nailing these doors shut. If the home owner or his/her agent has not provided such locks, and nailing is then performed by the fumigation licenses, we will not assume any liability for damage to the door or door jamb. Nailing or locking is required to keep out any person such as a small child from being accidentally trapped inside.
- 24. ON ORIGINAL FUMIGATION OR RE-DO'S WE ARE NOT RESPONSIBLE FOR LODGING OF OCCUPANTS, TENANTS OR PETS.