

RESOLUTION NO. 5176

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING A PROPOSAL FOR TERMITE PEST CONTROL SERVICES FOR
COMMUNITY CENTER WITH TERMINIX IN THE AMOUNT OF \$20,600**

WHEREAS, on March 2016, the City of Soledad had the Community Center inspected by Terminix for pest control services; and

WHEREAS, based on Terminix's findings of drywood termite infestation and an independent consultant's verification, staff requested bids for the treatment and control of termites; and

WHEREAS, Staff advertised formal bids and on the bid due date, April 20, 2016, received two bids and recommends the project be awarded to the lowest responsible bidder, Terminix.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that the Proposal for Termite Control Services for the Community Center with Terminix, a copy of which is attached hereto as Exhibit A, and by this reference incorporated herein, is hereby approved.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 4th day of May, 2016, by the following vote:

AYES, and in favor thereof, Councilmembers: Patricia D. Stephens, Christopher K. Bourke, Richard J. Perez, Mayor Pro Tem Alejandro Chavez, and Mayor Fred J. Ledesma

NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None



FRED J. LEDESMA, Mayor

ATTEST:



ADELA P. GONZALEZ, City Clerk





City of Soledad
c/o Frank Trevino
1060 State Street
Soledad, CA 93960

March 10, 2016

Re: Termites at the Y Building

Frank,

Thank you for choosing Terminix for your termite needs at the Y building in Soledad. This letter summarizes the inspection and scope of service for the recommended termite control.

FINDINGS

Drywood termite evidence was found in the interior of the structure. The evidence of "frass" (drywood termite droppings) was found in an office facing Walker street. The frass was dropping from a hole in a ceiling tile coming from a wood member above the tiles. I was not able to identify the wood member that had the infestation. The frass coming from the ceiling tile indicates that this wood member has had termite activity for 10 years plus. Because of this identification I believe that there are other termite infestations that have been active in the building for 10 plus years. That being said the best course of action would be to fumigate the building.

SCOPE OF SERVICES

Structural Fumigation: for the control and elimination of all Drywood Termite activity.

The building must be vacated on the first requested day of fumigation through the third day. We will complete the fumigation and certify the structure safe for entry on the third day. Terminix will work with management and grounds maintenance on required preparation. This includes meetings to cover and discuss preparation and to distribute/collect required documentation

Vikane Gas will be the fumigant.

Fumigation preparations include the removal of food, people, pets, plants from the structure. Refer to the Occupant's Fumigation Notice (OFN) for detail instructions.

Cost of treatment: \$20,600

Insurance and Warranty Information:

All work will be performed in accordance with Terminix standards and abide by State and local ordinances.

All work will be performed by State Licensed Technicians.

Services will carry a 3 year guarantee against re-infestation. Fumigation service plans are renewable on an annual basis for an agreed upon cost not to exceed 12 % of the initial cost of the treatment. Additional years of warranty can be purchased in advanced (at time of service) for \$2317 per year.

We will provide a follow up inspection within 12 months and annually thereafter as long as a warranty is in place.

Spot inspections and treatments as needed at "no charge" while under warranty.

Insurance Certificate with City of Soledad, Inc named as additional insured can be issued upon request.

The report is attached for review and approval.

We appreciate the opportunity to serve you and please contact us if you have any questions

Sincerely,

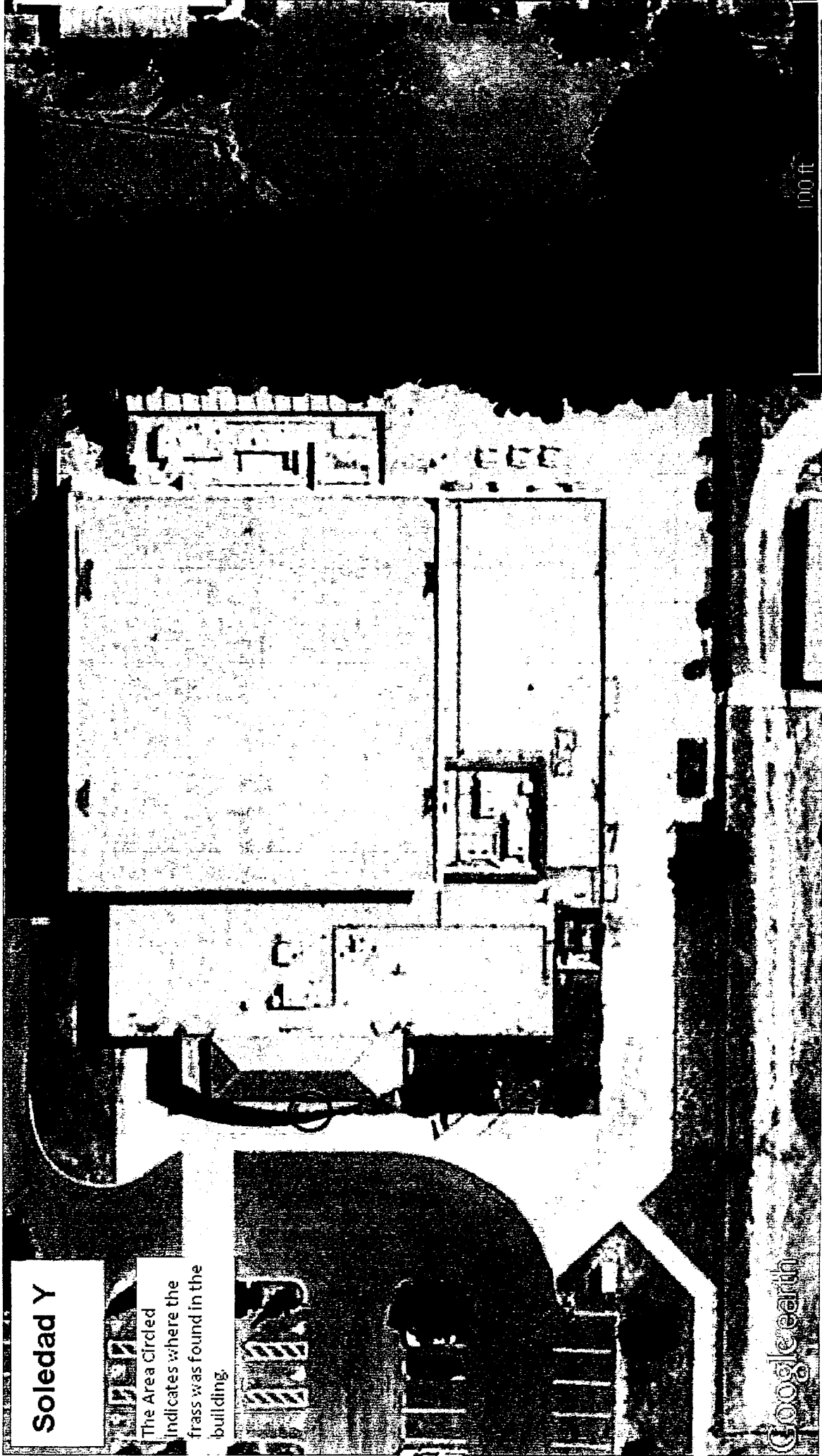
A handwritten signature in black ink, appearing to be 'Bud Kennedy', with a stylized flourish at the end.

Bud Kennedy

Commercial Account Manager

Soledad Y

The Area Circled
Indicates where the
frass was found in the
building.



100 ft

Google Earth



SALINAS
1610 MOFFETT ST SUITE B
SALINAS, CA 93905

California Site Inspection
Contract #: 71253-0309128

Customer Name: CITY OF SOLEDAD
Mailing Address: 248 MAIN STREET
SOLEDAD, CA 93960
Property Address: 248 MAIN STREET
SOLEDAD, CA 93960

Home Phone:
Work Phone:
Cell Phone:
E-mail Address:

Representative: KENNEDY, JAMES G.
Inspection Date: 3/11/2016 11:05:06 AM
Page: 1

Structure:

Linear Feet:	900	Built Pre 1985:	No
Primary Use:	Commercial Structure	Roof Type:	Parapet Roof
Foundation Type:	Concrete	Construction Type:	Monolithic Slab
Siding:	Stucco	# of Stories:	1

Elements of Property:

Well:	No	Cistern:	No
Sump Pump:	No	French Drain:	No
A/C - Heat Ducts in or Below Slab:	No	Plenum A/C - Heat System:	Yes
Radiant Heat:	No	Visible Pond, Lake, Stream, or Waterway:	No
Wood-Earth Contact:	No	Siding Less Than 6" From Grade:	Yes
Styrofoam Insulation or "DRI-VIT" Below Grade:	No	Wood Embedded in Concrete:	No
Wood Debris in Crawlspace:	No	Inadequate Ventilation in Crawlspace:	No
Exterior Slab (False Porch) Over Basement Area. DO NOT DRILL:	No		

Plan Qualifications:

Type of termite activity on the property:	Drywood	Rigid board/foam insulation at or below grade:	No
Inaccessible Crawlspace:	Yes		

Inspector's Comments:

Description of Visible Damage: drywood termite frass found on the interior of the structure



WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. _____ Street, City, Zip _____		Date of Inspection	Page
248 MAIN STREET , SOLEDAD, CA 93960		3/11/2016	1
TERMINIX INTERNATIONAL, BRANCH #2174 1610 MOFFETT ST SUITE B SALINAS, CA 93905 PH: Fax:			
Firm Registration No.	PR 0801	Report No.	71253-0309128
Ordered By:	Property Owner/Party of Interest:	Escrow No.	Report Sent To:
CITY OF SOELDAD 248 MAIN STREET SOLEDAD, CA 93960	CITY OF SOELDAD 248 MAIN STREET SOLEDAD, CA 93960		
COMPLETE REPORT <input type="checkbox"/>	LIMITED REPORT <input checked="" type="checkbox"/>	SUPPLEMENTAL REPORT <input type="checkbox"/>	REINSPECTION REPORT <input type="checkbox"/>
General Description: single story commercial building, occupied.		Inspection Tag Posted: Under kitchen sink.	Other Tags Posted: 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 type="checkbox"/>	Other Findings <input type="checkbox"/>
Further Inspection <input 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.			

(PLEASE SEE THE GRAPH DIAGRAM ON THE FOLLOWING PAGE)

Inspected By JAMES G. KENNEDY

License No. fr50043

Signature: 

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, 2005 Evergreen St. Suite 1500, Sacramento CA. 95815.

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)



TERMINIX INTERNATIONAL, BRANCH #2174
1610 MOFFETT ST SUITE B
SALINAS, CA 93905

Inspection Graph

Contract #: 71253-0309128

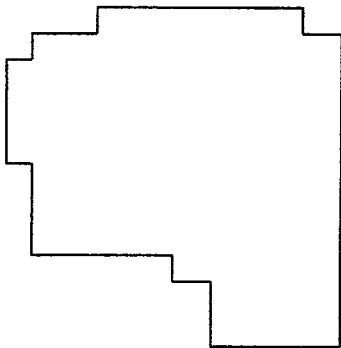
Inspection Date:

3/11/16

Customer:

CITY OF SOLEDAD

248 MAIN STREET SOLEDAD, CA 93960



SCALE: 1:10

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph. If X (circled or not) appears on the graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.

See Graph Legend on next page.

Call 1.800.TERMINIX or visit Terminix.com



TERMINIX INTERNATIONAL, BRANCH #2174
 1610 MOFFETT ST SUITE B
 SALINAS, CA 93905

Graph Legend
Contract #: 71253-0309128

HAZARD LOCATIONS:

GM	Gas Meter
NGF	Exterior Natural Gas BB Grill/Fixture
SSO	Sprinkler System Shut-Off Valve
WSO	Water Shut-off Valve

KEY TO EVIDENCE

CA	Carpenter Ants
CD	Cellulose Debris
DMP	Dampwood Termites
DWT	Drywood Termites
EC	Earth-Wood Contacts
ED	Existing Damage
EM	Excessive Moisture
F	Fungus
FG	Faulty Grade
FOR	Formosan Termites
IA	Inaccessible Areas
PHD	Possible Hidden Damage
PPB	Powder-Post Beetles
PPBD	Powder-Post Beetle Damage
SUB	Subterranean Termites
TD	Termite Damage
W/C	Well/Cistern
WB	Wood Boring Beetles
⊗ PHD	Active Termites

OTHER:

A/C	A/C
Angles	Angles
Arches	Arches
Buildings	Buildings
Curves	Curves
Drain	Drains
Fences	Fences
FloorSuppt	Floor Supports
Flwr Beds	Flower Beds
French Drn	French Drain
HeatOilLin	Heating Oil Line
Hedge Rows	Hedge Rows
Lg Tree	Tree - Large
Med Tree	Tree - Medium
Pool	Pool
Pond	Pond
Sm Tree	Tree - Small
Stump	Stump
Stn Walks	Stone Walks
Spa	Spa
Vents	Vents
Vapo	Vapo
Well	Well
Well Head	Well Head
WellWatLin	Well Water Line
WoodPile	Wood Pile

EXCLUSION/WILDLIFE

900	Trap - Wildlife
901	Install Mushroom/Turbine Vent Cage - Roof
902	Seal Mushroom/Termite Vent - In Attic
903	Install Plumbing Vent Cap - Roof
904	Screen Gable Vent
905	Screen Foundation Vent
906	Screen Soffit Vent
907	Repair Roof Return
908	Seal Pipe Penetration
909	Seal Hole In Wall/Foundation, Floor, Etc.
910	Install One-Way Door Exclusion Cage
911	Install Garage Door Seal
912	Install Dryer Vent Cover - Wall
913	Install Oven Vent Cover - Wall
914	Install Oven Vent Cage - Roof
915	Install Chimney Cap

GENERAL TREATMENT SPECIFICATIONS

- 117 - Trench or trench and rod soil adjacent to the exterior foundation walls
- 117A - Vertically drill exterior attached slabs and treat soil beneath along point of attachment
- 118 - Excavate soil beneath dirt-filled porch slab at point or points of attachment to the structure and treat soil beneath
- 120 - Vertically drill the dirt-filled porch slab and treat the soil beneath the slab along the point or points of attachment to the structure
- 121A - Drill the exterior foundation wall of a crawl space or basement from the inside and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the point or points of attachment to the structure
- 121B - Drill through each side of the dirt-filled porch foundation wall at no greater than 12" intervals and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the entire inside perimeter of the DFP
- 121C - Drill foundation walls of the dirt-filled porch and treat the soil immediately beneath the slab by long-rodging adjacent to the entire inside perimeter of the DFP
- 128 - Trench, remove, and treat soil by the Backfill Method (see label)
- 129 - Drill and treat voids of a double brick foundation wall at 12" intervals or less
- 130 - Drill and treat voids of a stone foundation wall at 12" intervals or less
- 131 - Drill and treat voids of a triple brick foundation wall at 12" intervals or less
- 132 - Drill and treat voids of a hollow block foundation wall at 12" intervals or less
- 133 - Drill and treat voids of a brick veneer foundation wall at 12" intervals or less
- 134 - Drill and treat all voids of a chimney at 12" intervals or less
- 138 - Drill and treat a subterranean termite infested wooden sill or plate
- 140 - Drill and treat a subterranean termite infested wooden joist/s
- 145 - Drill into voids of termite infested wood and inject product into inaccessible voids, termite galleries and nests
- 146 - Make small openings into termite shelter tubes and inject product inside
- 147 - Make multiple openings into carton nests in building voids or in trees and make multiple injections of product to varying depths
- 160 - Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply
- 501 - Install in ground bait station(s) to exterior soil area(s)

CRAWL SPACE TREATMENT SPECIFICATIONS

- 114 - Trench or trench and rod soil adjacent to the inside of the foundation walls of a crawl space
- 115 - Trench or trench and rod soil adjacent to the piers of a crawl space
- 116 - Trench or trench and rod soil adjacent to soil pipes of a crawl space
- 119 - Trench or trench and rod soil adjacent to a chimney of a crawl space

SLAB TREATMENT SPECIFICATIONS

- 122A - Drill the slab at 12" intervals or less along the expansion joint where two slabs meet and treat soil underneath
- 123 - Treat soil adjacent to plumbing penetrations
- 123A - Drill the slab along one side of the partition wall at 12" intervals or less and treat the soil beneath
- 123AA - Drill the slab along both sides of a load-bearing wall at 12" intervals or less and treat the soil beneath
- 124 - Drill through the exterior foundation wall immediately below the slab at 12" intervals or less and treat the soil beneath by short-rodging from the outside
- 126 - Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab

BASEMENT TREATMENT SPECIFICATIONS

- 122 - Vertically drill basement concrete slab floor and treat the soil beneath
- 144 - Drill and treat basement door frames

NON-CHEMICAL TREATMENT SPECIFICATIONS

- 101 - Provide at least 14" clearance between wood and soil in the crawl space
- 102 - Install access to ceiling of basement for inspection and/or treatment
- 104 - Install door/s to provide access for treating soil adjacent to plumbing
- 105 - Install crawl space access door
- 106 - Install Automatic Vents
- 109 - Remove cellulose debris and/or any other debris that would interfere with inspection or treatment in the crawl space
- 109A - Remove form boards
- 110 - Scrape off termite tunnels
- 111 - Set wooden supports on concrete pads to properly insulate wood to soil contact
- 135 - Cut off stucco at least 3" above grade and remove stucco below grade
- 149 - Remove wood to ground contacts
- 152 - Break ground contact on step stringers
- 161 - Prepare floor surface for drilling: ___ Tile ___ Wood Floor ___ Carpet ___ Terrazzo
- 205 - Install a vapor barrier over the soil of a crawl space
- 206 - Install floor supports to provide additional support

PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

- 170 - Vertical treatment zone - trench or trench and rod soil adjacent to the inside of the exterior foundation walls
- 171 - Vertical treatment zone - trench or trench and rod soil adjacent to pillars and other interior foundation elements such as chimneys and soil pipes
- 172 - Vertical treatment zone - trench or trench and rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sq.ft.)
- 173 - Horizontal treatment zone - make a horizontal treatment to the entire surface area of soil or substrate to be covered beneath the concrete slab
- 174 - Vertical treatment zone - Upon completion of grading along the outside of the exterior foundation wall, treat the backfill by trenching or trenching and rodging the soil adjacent to the exterior foundation wall

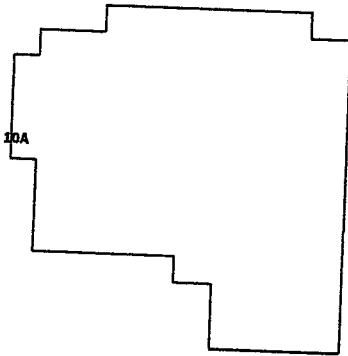


TERMINIX INTERNATIONAL, BRANCH #2174
 1610 MOFFETT ST SUITE B
 SALINAS, CA 93905

CA Findings Graph
 Contract #: 71253-0309128

Inspection Date:
 Customer:

3/11/16
 CITY OF SOLEDAD
 248 MAIN STREET SOLEDAD, CA 93960



SCALE: 1:10

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph. If X (circled or not) appears on the graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.

Call 1.800.TERMINIX or visit Terminix.com

TERMINIX®

4TH PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

248 MAIN STREET , SOLEDAD, CA 93960

3/11/2016

71253-0309128

BUILDING NO. STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

GENERAL NOTES:

NOTE: THE FOLLOWING AREAS, WHEN THEY EXIST, ARE CONSIDERED INACCESSIBLE FOR INSPECTION: THE INTERIORS OF HOLLOW WALLS AND ALL ENCLOSED SPACES BETWEEN A FLOOR OR PORCH DECK AND THE CEILING OR SOFFIT BELOW; AREAS BETWEEN ABUTTING/ ATTCHED ROW HOUSES, TOWNHOUSES, CONDOMINIUMS AND SIMILAR STRUCTURES; PORTIONS OF THE ATTIC CONCEALED OR MADE INACCESSIBLE BY INSULATION; PORTIONS OF THE ATTIC CONCEALED OR MADE INACCESSIBLE BY DUCTING; PORTIONS OF THE ATTIC OR ROOF CAVITY CONCEALED DUE TO AN INADEQUATE CRAWL SPACE; THE INTERIORS OF BOXED EAVES; EAVES CONCEALED BY PATIO COVERS OR OTHER ABUTMENTS; PORTIONS OF THE SUBAREA CONCEALED OR MADE INACCESSIBLE BY INSULATION; PORTE COCHERS; ONCLOSED BAY WINDOWS; AREAS BENEATH WOOD FLOORS OVER CONCRETE; AREAS CONCEALED BY BUILT-IN CABINET WORK; AREAS CONCEALED BY FLOOR COVERINGS, SUCH AS WALL-TO-WALL CARPETING, LINOLEUM, CERAMIC TILE, ETC.; AND AREAS CONCEALED BY "BUILT-IN" APPLIANCES.

NOTE: THE FOLLOWING AREAS, WHEN THEY EXIST, ARE CONSIDERED INACCESSIBLE FOR INSPECTION: AREAS CONCEALED BY INTERIOR FURNISHINGS; AREAS CONCEALED BY FLOOR COVERINGS, SUCH AS AREA RUGS, THROW RUGS, BATH AND KITCHEN MATS, ETC.; AREAS CONCEALED BY "FREE STANDING" APPLIANCES; AREAS CONCEALED BY STORAGE; AREA CONCEALED BY HEAVY VEGETATION; AND AREAS WHERE LOCKS PREVENTED ACCESS. THESE AREAS WILL BE INSPECTED FOR A FEE, IF THEY ARE MADE ACCESSIBLE AT THE OWNER'S EXPENSE. A SUPPLEMENTAL REPORT WILL BE ISSUED AND ANY FINDINGS AND RECOMMENDATIONS WILL BE LISTED ALONG WITH ESTIMATES FOR REPAIR AND/OR TREATMENT, IF WITHIN THE SCOPE OF THIS COMPANY'S OPERATIONS. NO OPTION IS RENDERED CONCERNING CONDITIONS IN THESE AREAS AT THIS TIME.

NOTE: INSPECTIONS ARE MADE AND REPORTS ARE ISSUED ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION. THE ABSENCE OF VISIBLE EVIDENCE OF WOOD DESTROYING ORGANISMS IN THE VISIBLE AND ACCESSIBLE PORTIONS OF THE STRUCTURE IS NO ASSURANCE THAT THE WOOD DESTROYONG ORGANISMS ARE NOT PRESENT IN ACCESSIBLE AREAS NOR THAT FUTURE INFESTATIONS WILL NOT OCCUR. THEREFORE, WE DO NOT ASSUME ANY RESPONSIBILITY FOR THE PRESENCE OF WOOD DESTROYING ORGANISMS, OR DAMAGE DUE TO SUCH ORGANISMS, IN AREAS THAT WERE NOT VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION OR THAT MAY OCCUR IN THE FUTURE.

NOTICE: 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 INSPECTION. THE REINSPECTION MUST BE DONE WITHIN TEN WORKING DAYS OF REQUEST. THE REINSPECTION IS A VISUAL INSPECTION AND IF INSPECTION OF CONCEALED AREAS ARE DESIRED, INSPECTION OF WORK IN PROGRESS WILL BE NECESSARY. ANY GUARANTEES MUST BE RECEIVED FROM PARTIES PERFORMING THE REPAIRS.

NOTE: A VISUAL INSPECTION WAS PERFORMED AND THE INSPECTOR DID NOT DEFACE NOR PROBE INTO FINISHED WINDOW OR DOOR FRAMES, TRIM WORK, FLOOR COVERINGS, WALLS, CEILINGS OR OTHER FINISHED SURFACES.

NOTE: THE EXTERIOR AREAS OF THIS STRUCTURE WERE VISUALLY INSPECTED FROM THE GROUND LEVEL. AREAS OF THE EXTERIOR THAT EXHIBITED VISIBLE SIGNS OF INFESTATION, INFECTION OR DAMAGE FROM SAME WILL BE DESCRIBED IN THE BODY OF THIS REPORT.

NOTE: IF ANY INFESTATION, INFECTION OR DAMAGE IS DISCOVERED IN A CONCEALED AREA DURING THE COURSE OF PERFORMING ANY RECOMMENDATION IN THIS REPORT, THIS COMPANY WILL ISSUE A SUPPLEMENTAL REPORT. THIS COMPANY IS NOT RESPONSIBLE FOR CONTROLLING SUCH INFESTATIONS OR INFECTIONS NOR FOR REPAIRING SUCH DAMAGE. IF THE ADDITIONAL WORK REQUIRED IS WITHIN THE SCOPE OF THIS COMPANY'S OPERATIONS, A COST ESTIMATE WILL BE PROVIDED WITH THE SUPPLEMENTAL REPORT.

NOTE: THE OWNER OF THIS PROPERTY HAS CERTAIN RESPONSIBILITIES REGARDING THE NORMAL MAINTENANCE THAT PERTAINS TO THE DETERRENCE OF WOOD DESTROYING ORGANISMS. THESE NORMAL MAINTENANCE PROCEDURES INCLUDE, BUT ARE NOT LIMITED TO; MAINTENANCE OF THE ROOF, GUTTERS, AND DOWNSPOUTS; CAULKING AROUND DOORS, WINDOWS, VENTS, TUB AND SHOWER ENCLOSURES; KEEPING SOIL LEVELS BELOW THE TOP OF THE FOUNDATIONS; KEEPING STORED ITEMS (INCLUDING FIREWOOD) AT LEAST TWELVE (12") INCHES AWAY FROM THE STRUCTURE; ADJUSTING SPRINKLERS SO THAT THEY DO NOT SPRAY ONTO THE STRUCTURE; AND PREVENTING VEGETATION OR OTHER ITEMS FROM BLOCKING VENTS.



5TH PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

248 MAIN STREET , SOLEDAD, CA 93960

3/11/2016

71253-0309128

BUILDING NO. STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

Pre Items Notations

NOTE: N31 **NOTE:** In view of the fact that this is a limited inspection and treatment for the control and/or eradication of wood destroying pests has been recommended, it is further recommended that this company be authorized to make a complete inspection, furnish a complete report and remove or cover all accessible evidence of wood destroying pests.

NOTE: N30 **NOTE:** This is a limited inspection and report at the request of city of soledad, and is limited to the following areas(s): ground floor. In view of the fact that this is a limited inspection, it is recommended that this company be authorized to make a complete inspection of the structure and furnish a complete report.

Substructure

NOTE: N109 Substructure is a slab.

Stall Showers

NOTE: N204 No stall shower present.

Foundation

NOTE: N305 Foundation is concrete and above grade.

Porches & Steps

NOTE: N404 No porches/steps present.

Ventilation

NOTE: N504 No ventilation present.

Abutments

NOTE: N604 No abutments present.

Attic Spaces

NOTE: N709 Attic space is inaccessible.

Garages

NOTE: N804 No garages present.

Decks & Patios

NOTE: N904 No decks/patios present.

Other Interiors

Item 10A **FINDING:** Evidence of drywood termites was noted at/in office of joe gonzales office faces walker road.

RECOMMENDATION: Remove or cover accessible drywood termite fecal pellets. Fumigate the structure with an approved fumigant for the eradication of drywood termites.

NOTE: N1007 Accessible.

Other Exteriors

NOTE: N1106 Accessible.



6TH PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

248 MAIN STREET , SOLEDAD, CA 93960

3/11/2016

71253-0309128

BUILDING NO. STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

GENERAL NOTES

READ THIS DOCUMENT: It explains the scope and limitations of a Structural Pest Control Inspection and Wood Destroying Pest Organism Inspection Report.

A Wood Destroying Pest and Organism Inspection Report contains findings as to the presence or absence of evidence of wood destroying insects or organisms (fungi/rot) in visible and accessible areas on the date of inspection. It contains our recommendations for correcting any infestations, infections or conditions found. The contents of the Wood Destroying Pest and Organism Inspection Report are governed by the Structural Pest Control Act and the rules and regulations of the Structural Pest Control Board.

Some structures may not comply with building code requirements or may have structural, plumbing, electrical, heating and air conditioning, or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest and Organism Inspection Report does not contain information about such defects as they are not within the scope of the license of the inspector or the company issuing this report. Nor does a Wood Destroying Pest and Organism Inspection Report contain information about asbestos or any other environmental or safety hazard. Should interested parties desire opinions regarding these items, it is recommended that the owner engage the services of a reputable "whole house" inspection company.

NOTE: THE 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 CONTRACTOR'S STATE LICENSE BOARD.

NOTICE: REPORTS ON THIS STRUCTURE PREPARED BY VARIOUS REGISTERED COMPAINES SHOULD LIST THE SAME FINDINGS (I.e. termite infestation, termite damage, fungus damage, etc.) HOWEVER, RECOMMENDATIONS TO CORRECT THESE FINDINGS MAY VARY FROM COMPANY TO COMPANY. YOU HAVE A RIGHT TO SEEK A SECOND OPINION FROM ANOTHER COMPANY.

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 A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT AFTER A COURT HEARING, YOUR PROPERTY COULD BESOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY PEST CONTROL COMPANY IN FULL IF 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 SUPPLERS 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.

NOTE: IF DURING THE COURSE OF PERFORMING ANY REPAIRS, ANY FIXTURE OR PLUMBING IS FOUND TO BE UNSERVICEABLE, DAMAGED OR DEFECTIVE, THERE WILL BE AN ADDITIONAL CHARGE FOR REPAIR AND/OR REPLACEMENT, AS NECESSARY.

NOTE: IT IS RECOMMENDED THAT BUILDING PERMITS BE OBTAINED FOR ALL WORK REQUIRING PERMITS, PRIOR TO BEGINNING THE RECOMMENDED REPAIRS. FOR INFORMATION CONCERNING THE BUILDING DEPARTMENT AND PERMIT REQUIRMENTS, CONTACT THE LOCAL BUILDING DEPARTMENT. WORK PERFORMED AS REQUIRED UNDER PERMIT FROM THE BUILDING DEPARTMENT PRIOR TO CONSIDERING SUCH TO BE COMPLETED. BUILDING DEPARTMENT MAY REQUIRE INSTALLATION OF SMOKE/HEAT DETECTORS AS A CONDITION OF OBTAINING A BUILDING PERMIT.

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 or fungi, you should contact an industrial hygienist.

The Structural Pest Control Board Mold Policy Statement is as follows:

"Molds, sometimes called mildew, are not wood-destroying organisms. Branch 3 licensees do not have a duty under the Structural Pest Control Act and related regulations to classify molds as harmful to human health or not harmful to human health. This does not modify the Structural Pest Control Act or related regulations."

This statement is being provided to you for informational purposes.



NOTICE TO OWNER/TENANT

State law requires that you be given the following information:

CAUTION - PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California's 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 following application, you experience headache, dizziness, nausea, tearing, coughing, nose and throat irritation or develop shortness of breath, double vision, unusual drowsiness and weakness, or tremors, contact your physician or poison control center (see below) and your pest control operator immediately. If rodenticide ingestion occurs, you may experience symptoms of mild shock and/or bleeding.

For further information, contact any of the following:

- Terminix International (800) TERMINIX
- Poison Control Center (800) 876-4766
- Regulatory Information – Structural Pest Control Board (916) 561-8700
- 2005 Evergreen Street, Suite 1500, Sacramento, CA 95815-3831

Health Questions - California County Health Departments:

Alameda (510) 267-8000	Madera (559) 675-7893	San Luis Obispo (805) 781-5500
Alpine (530) 694-2146	Marin (415) 499-3696	San Mateo (650) 573-2346
Amador (209) 223-6407	Mariposa (209) 966-3689	(805) 681-5102
Butte (530) 538-7581	Mendocino (707) 472-2600	Santa Barbara (408) 885-4214
Calaveras (209) 754-6460	Merced (209) 381-1200	Santa Clara (831) 454-4000
Colusa (530) 458-0380	Modoc (530) 233-6311	Santa Cruz (530) 225-5591
Contra Costa (925) 957-5400	Mono (760) 924-1830	Shasta (530) 993-6701
Del Norte (707) 464-3191	Monterey (831) 755-4500	Sierra (530) 841-4040
El Dorado (530) 621-6100	Napa (707) 253-4231	Siskiyou (530) 841-4040
Fresno (559) 445-0666	Nevada (530) 265-1450	(Press 0)
Glenn (530) 934-6588	Orange (714) 834-8180	(707) 784-8600
Humboldt (707) 445-6200	Placer (530) 889-7141	Sonoma (707) 565-4567
Imperial (760) 482-4438	Plumas (530) 283-6337	Stanislaus (209) 558-5670
Inyo (760) 873-7868	Riverside (951) 782-2974	Sutter (530) 822-7215
Kern (661) 868-0302	Sacramento (916) 875-5881	Tehama (530) 527-6824
Kings (559) 584-1402- Ask for "Nurse of the day"	San Benito (831) 637-5367	Trinity (530) 623-8209
Lake (707) 263-8929	San Bernardino (909) 387-6280	Tulare (559) 737-4660
Lassen (530) 251-8183	San Diego (619) 692-8499	(Press 0)
Long Beach City (562) 570-4000	San Francisco (415) 554-2500	(209) 533-7400
Los Angeles (800) 427-8700	San Joaquin (209) 468-3411	(800) 781-4449
		(530) 666-8645
		(530) 741-6366

Application Information - California County Agricultural Commissioners:

Alameda (510) 670-5232	Marin (415) 499-6700	San Luis Obispo (805) 781-5910
Alpine (see El Dorado)	(209) 966-2075	San Mateo (650) 363-4700
Amador (209) 223-6487	Mariposa (707) 463-4208	Santa Barbara (805) 681-5600
Butte (530) 538-7381	Mendocino (209) 385-7431	(408) 918-4600
Calaveras (209) 754-6504	Merced (530) 233-6401	Santa Clara (831) 763-8080
Colusa (530) 458-0580	Modoc (530) 233-6401	Santa Cruz (530) 224-4949
Contra Costa (925) 646-5250	Mono See Inyo County	Shasta (530) 224-4949
Del Norte (707) 464-7235	Monterey (831) 759-7325	Sierra See Plumas County
El Dorado (530) 621-5520	Napa (707) 253-4357	(530) 841-4025
Fresno (559) 456-7510	Nevada (530) 273-2648	(707) 784-1310
Glenn (530) 934-6501	Orange (714) 447-7100	Sonoma (707) 565-2371
Humboldt (707) 445-7223x0	Placer (530) 889-7372	(209) 525-4730
Imperial (760) 482-4314	Plumas (530) 283-6365	(530) 822-7500
Inyo (760) 873-7860	Riverside (951) 955-3045	Sutter (530) 527-4504
Kern (661) 868-6300	Sacramento (916) 875-6603	Tehama (530) 623-1356
Kings (559) 582-3211#2831	San Benito (831) 637-5344	Trinity (559) 685-3323
Lake (707) 263-0217	San Bernardino (909) 387-2105	Tulare (209) 533-5691
Lassen (530) 251-8110	San Diego (858) 694-2739	(805) 388-4222
Los Angeles (626) 575-5466	San Francisco (415) 252-3830	(530) 666-8140
Madera (559) 675-7876	San Joaquin (209) 468-3300	(530) 749-5400
		Yolo
		Yuba

One or more of the following chemicals may be applied to your property:

ADVANCE (Difluzenuron) BOR-RAM (Disodium Octaborate Tetrahydrate) BORA-CARE (Disodium Octaborate Tetrahydrate) BORATHOR (Disodium Octaborate Tetrahydrate) CY-KICK (Cyfluthrin) DRAGNET SFR(Permethrin) DRIONE INSECTICIDE DUST (Amor, Silica Aerogel, Pyrethrins, Piperonyl Butoxide) PHANTOM (Chlorfenapyr) PRELUDE (Permethrin) PREMISE 75 INSECTICIDE (Imidacloprid) PT TRI-DIE DUST (Amor, Silica Aerogel, Pyrethrins, Piperonyl Butoxide) RECRUIT HD (Noviflumuron) TAP INSULATION (Orthoboric Acid) TEMPO WP (Cyfluthrin) TEMPO SC ULTRA (Cyfluthrin) TIM-BOR (Disodium Octaborate Tetrahydrate) TERMIDOR (Fipronil) VIKANE (Sulfuryl Fluoride) NOTE: Chloropicrin is use as a warning agent on all structural fumigations.

Thank you for calling Terminix. Should you have any questions regarding this report, please call 1-800-TERMINIX.



SALINAS
1610 MOFFETT ST SUITE B
SALINAS, CA 93905

Drywood Termite Plan
Contract #: 71253-0309128

Customer Name: CITY OF SOELDAD
Mailing Address: 248 MAIN STREET
SOLEDAD, CA 93960
Property Address: 248 MAIN STREET
SOLEDAD, CA 93960

Home Phone:
Work Phone:
Cell Phone:
E-mail Address:

Representative: KENNEDY, JAMES G.
Inspection Date:
Page: 11

Authorized Agreements

Service Plan Description	Initial Charge*	Billing Frequency	Renewal Charge*	Service Frequency	Regular Service Charge*
Drywood Termite Plan	\$20,600.00	Annual	\$225.00	Annual	N/A

*Excludes tax (if applicable)

Information:

Description of Structures Covered:	Commercial Building	Protection or Service:	Protection
Cubic Feet:	5	Additional Structures Covered:	none
Transfer Fee:	\$0.00		

Fumigation Information:

Eave Height:	50	Peak Height:	60
# of Gas Meters:	1	Gas Meter Have 3' Clearance:	Yes
Extenuating Conditions:	none		

Occupant's Notice:

Notice Completed:	No
-------------------	----

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND THE REPAIR OF DAMAGES CAUSED BY DRYWOOD (Kaloterms spp., Incisiterms spp., Cryptoterms spp.) TERMITES ONLY WITHIN THE LIMITS STATED IN THIS CONTRACT.

Terminix will provide fumigation and/or other service(s) to the identified property to control or protect against drywood termites. This plan does not protect against any other wood destroying pests or organisms, including but not limited to formosan termites (Coptoterms spp.), subterranean termites (Reticuliterms spp., Heteroterms spp.), dampwood termites, nor beetles, carpenter ants, or fungi.

Nothing contained in this provision shall be deemed to allow Terminix to change this Agreement from a Protection Plan to a Service Plan.

During the term of this Plan, any further treatment found necessary by Terminix for drywood termites will be performed free of charge. Terminix will reinspect the identified property at least once every three years or at any time the Purchaser requests it or if Terminix believes it is necessary. This Plan provides protection against new drywood termite damage to the structure and its contents. If the new damage occurs during the term of this Agreement, Terminix will, upon notification, inspect and arrange for the necessary repairs or replacement by a contractor chosen by Terminix and pay the entire cost of labor and materials. New damage is defined as damage done by drywood termites subsequent to the date of this Agreement; the definition excludes damage existing at the effective date. Unless live termites are found in the damaged area, the damage discovered is old damage and is not covered under this Plan.

All corrections of infestations or infections covered by the control service agreement shall be completed within six months of discovery, unless otherwise agreed to in writing by both parties.



Summary of Charges

Initial Term:
Drywood Termite Plan:

\$20,600.00

Subtotal:	\$20,600.00
Total:	\$20,600.00
Tax:	\$0.00
Total:	\$20,600.00

Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process the one-time payment upon the completion of the initial service without further signature or authorization from me.

Agreement and Authorization

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS INCLUDED WITH THIS AGREEMENT AND IF APPLICABLE TO SERVICE, THE INSPECTION GRAPH, ARE PART OF THIS AGREEMENT.

Notice: You the purchaser, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right. In the event you have questions or complaints, you may contact a Terminix representative by calling 800-TELLTMX (800-835-5869).

Customer Name:

Customer Signature:

Date:

5/7/16

Representative:

Representative
Signature:

Date:

Approved 05/04/16 by CC Reso. 5176



SALINAS
1610 MOFFETT ST SUITE B
SALINAS, CA 93905

Terms and Conditions

GENERAL TERMS & CONDITIONS APPLICABLE TO ALL SERVICES

CONFLICT OF TERMS. To the extent there exists a conflict between the General Terms & Conditions contained herein and any specific terms and conditions applicable to a particular Service, whether below herein or otherwise contained in the Agreement, the specific terms and conditions applicable to such particular Service shall take precedence and govern and control. The term "Purchaser" as used herein shall also include Customers of Terminix.

MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Memphis, TN.

CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

PURCHASER'S ACKNOWLEDGEMENT OF RECEIPT OF REQUIRED DISCLOSURES. PURCHASER ACKNOWLEDGES THAT TERMINIX HAS PROVIDED PURCHASER WITH: (A) A COPY OF THE MANUFACTURER'S SPECIMEN LABEL OR OTHER STATE-REQUIRED DOCUMENTS FOR THE PESTICIDE(S), TERMITICIDE(S), AND/OR RODENTICIDE(S), WHICH WILL BE APPLIED; AND (B) AN INSPECTION GRAPH.

CHANGE IN LAW. Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the Annual Renewal Term Fee, if applicable, or terminate this Agreement.

CHANGE IN TERMS FOR ANNUAL SERVICE PLAN AGREEMENTS. At the time of any renewal of an Annual Service Plan Agreement, Terminix may change the terms and conditions of such Annual Service Plan Agreement by adding, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Annual Service Plan Agreement. Renewal of the Annual Service Plan Agreement will constitute acceptance of any such changes.

NON-PAYMENT; DEFAULT. In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. In addition, cost of collection including reasonable attorney's fees shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.

FORCE MAJEURE. Terminix shall not be liable to Purchaser for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.

LIMITED ASSIGNABILITY. This Agreement is assignable by Purchaser to a new owner of the property for period of one year from the Effective Date of this Agreement and thereafter, upon the written request of the Purchaser, and only in the sole discretion of Terminix after its inspection of the property which consent, if given, shall be in writing, signed by Terminix and accepted in writing by Purchaser.

DISCLAIMER. EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EASY PAY OPTION. If Purchaser enrolls in Easy Pay, Purchaser acknowledges that payments for all future invoices for Services provided by Terminix under this Agreement shall be paid via an automatic deduction from Purchaser's depository account (checking or savings) or credit card account. Accordingly, Purchaser authorizes Terminix to initiate debit entries to Purchaser's specified account in the amount of any invoices issued for Services provided under this Agreement. Purchaser understands that such deduction shall be initiated no earlier than five (5) business days following the issuance of the invoice for such Services. Purchaser understands that Purchaser may cancel this Easy Pay authorization by providing written notice of such cancellation to Terminix and that such cancellation shall be effective seven (7) business days following Terminix's receipt of such cancellation notice. Purchaser further acknowledges that cancellation of Purchaser's Easy Pay authorization does not cancel any of Purchaser's other obligations under this Agreement and Purchaser remains responsible for payment of the Services provided by Terminix under this Agreement.

SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

GOVERNING LAW. Except for the Mandatory Arbitration Clause set forth above which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.

ENTIRE AGREEMENT. This Agreement together with all exhibits thereto constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.

GENERAL TERMS & CONDITIONS APPLICABLE ONLY TO TERMITE AND PEST CONTROL SERVICES (OTHER THAN RODENT EXCLUSION SERVICES)

OWNERSHIP TRANSFER. Upon transfer of ownership of the Structures, Services may be continued upon request of the new owner and upon payment of an ownership transfer fee as determined by Terminix in its sole discretion. In addition, Terminix reserves the right to revise the Annual Renewal Term Fee, if applicable, upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee or the revised Annual Renewal Term Fee, if applicable, this Agreement will terminate automatically as of the date of the change of ownership.

WATER LEAKAGE. Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Structures, may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.

ADDITIONS OR ALTERATIONS TO STRUCTURES. This Agreement covers the Structures described on the Inspection Graph as of the date of the installation of the Baiting System and/or Liquid Defend System. In the event the premises are structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if Baiting System stations are removed or disturbed (collectively "Alterations"), Purchaser must provide Terminix with written notice of such Alterations within ten (10) days of the occurrence of such Alteration. Purchaser's failure to provide such notice will terminate this Agreement automatically without further notice. The failure of Terminix to discover such Alterations does not release Purchaser from the obligations to provide written notice to Terminix of the same. Purchaser shall pay Terminix's then current charges for a service call to evaluate the Alterations and provide additional Bait Station treatment and/or Liquid Defend System treatment as a result of the Alterations. Terminix reserves the right to increase the Annual Renewal Term Fee as a result of the Alterations.

ADDITIONAL DISCLAIMERS. This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for: (a) any and all damage resulting from termites and/or any other wood-destroying organisms except as specifically provided herein; (b) moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems, including but not limited to, wood to ground contacts; (e) termites entering any rigid foam, wooden or cellulose containing components in contact with the earth and the Structures regardless of whether the component is a part of the Structures; and (f) the failure of Purchaser to properly cure at Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation. **THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN.**

Call 1.800.TERMINIX or visit Terminix.com