

Thank you for your Interest in **828 OSAGE STREET SAN DIEGO, CA 92114**

In this Package, please find the following for your review/completion:

1. \_\_\_ Addendum A- Buyer to sign and date
2. \_\_\_ Addendum B- Buyer to sign and date
3. \_\_\_ Addendum C- Pacific REO Addendum - Buyer and Agent to sign and date.
4. \_\_\_ TERMITE REPORT- Buyer to sign and date page 1 (return page 1 only)
5. \_\_\_ Earnest Money Deposit Receipt and Funds Verification form-fill out/agent sign, date
6. \_\_\_ Multiple Offer Disclosure form – Buyer to sign and date

Please include all of the above attachments with your Offer including a Copy of the Earnest \$ Deposit **(payable to your Real Estate Company, no starter checks, must be imprinted with the Buyers information)** & a Prequalification letter from Countrywide -Thomas Walters (760)268-4380

If this is a Cash Offer, Proof of Funds must be received with your offer and it must be dated within 60 days with the Buyers name on it.

**\*\*\*PLEASE NOTE, IF ANY OF THE ABOVE IS NOT RECEIVED WITH YOUR OFFER, IT WILL NOT BE SUBMITTED TO THE SELLER DUE TO STRICT GUIDELINES\*\*\*\*\***

Email or fax Offers to:

[GRSPACIFICREO@AOL.COM](mailto:GRSPACIFICREO@AOL.COM)

(619)260-0903 FAX

Thank you,

PACIFIC REO PROPERTIES



25391 Commercentre Dr., Second Floor Lake Forest, CA 92630 949-598-9920 fax 949-598-9950

ADDENDUM A

THIS ADDENDUM IS ATTACHED TO AND MADE PART OF THE REAL ESTATE PURCHASE CONTRACT, HEREINAFTER REFERRED TO AS "CONTRACT", BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

ADDRESS: 828 Osage St San Diego, CA 92114

- 1. In the event there is a conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall apply and shall supersede and replace anything to the contrary.
2. Buyer(s) agrees that title will be conveyed by Special Warranty Deed.
3. Seller will advise as to the selection of the closing attorney/title company and will instruct him/her to order all title work and prepare all documents necessary to close this sale.
4. If financing is involved, Buyer(s) shall apply for a loan within five (5) calendar days from the effective date of the Contract (Seller's signature date on counter offer) and be approved within twenty-five (25) calendar days from the date of application, or the Contract shall become null and void at Seller's option.
5. If any repairs are made part of the Contract, they shall not be initiated until Buyer(s) has received written loan approval and Seller has authorized work to commence in writing.
6. Property taxes shall be prorated to the day of closing.
7. Seller agrees to a termite report being ordered and if evidence of active termite infestation is found, Seller agrees to treat said infestation at a cost acceptable to Seller; however, Seller shall not be responsible for any structural damage and/or repairs.
8. Occupancy of the subject property shall not be permitted prior to closing.
9. Buyer(s) shall make a complete inspection of subject property within the time frame specified in the counter offer addendum. In no event will Seller be obligated for any repairs or replacements unless Seller has agreed in writing to make repairs, and/or credits as specified in the counter offer addendum
10. Buyer(s) acknowledges that subject property was acquired by the Seller as a result of a foreclosure sale or by deed in lieu of foreclosure and that Seller has not occupied this property and has no personal knowledge of its condition or of the existence of any defects. Personal property is not considered part of this Contract.
11. Buyer(s) acknowledges that the terms and condition of the Contract and this Addendum shall not survive the closing.
12. Closing of this sale constitutes acceptance by Buyer(s) of condition of property and Seller shall have no further liability thereon.

Buyer(s):

Seller:

\_\_\_\_\_ date

\_\_\_\_\_ date

\_\_\_\_\_ date



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**ADDENDUM B**

**"AS IS" PROVISION**

Addendum to Purchase Contract or Counter Offer dated \_\_\_\_\_  
for the property located at \_\_\_\_\_

Buyer is aware that Seller acquired the property which is the subject of this transaction by way of foreclosure, and that Seller is selling and Buyer is purchasing the property in its present "AS IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY NATURE".

Buyer acknowledges for Buyer and Buyer's successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property Buyer is not relying on Seller, or its agents, as to the condition or safety of the property and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, sewage, roof, air conditioning, if any, foundations, soils, and geology, lot size or suitability of the property and/or improvements for particular purposes, or that appliances, if any, plumbing and/or in compliance with any City, County, State and/or Federal statutes, codes or ordinances. Any reports, repairs, or work required by Buyer's Lender are to be the sole responsibility of the Buyer.

Seller does not warrant existing structure as to its habitability or suitability for occupancy. Buyer(s) assumes responsibility to check with appropriate planning authority for intended use and holds the Seller and Broker, if applicable, harmless as to suitability for Buyer(s) intended use.

Buyer(s) further states that they are relying solely upon their own inspection of subject property and not upon any representation made to them by any person whomsoever, and is purchasing subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, or repair thereto.

Seller gives no warranties of fitness regarding such personal property that belongs to Seller which is transferred as part of the purchase.

Every Buyer(s) of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessment or inspections in the Seller's possession and notify the Buyer(s) of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The closing of this transaction shall constitute an acknowledgment by the Buyer(s) that THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

Buyer(s):

Seller:

\_\_\_\_\_ date


\_\_\_\_\_ date

\_\_\_\_\_ date

\_\_\_\_\_

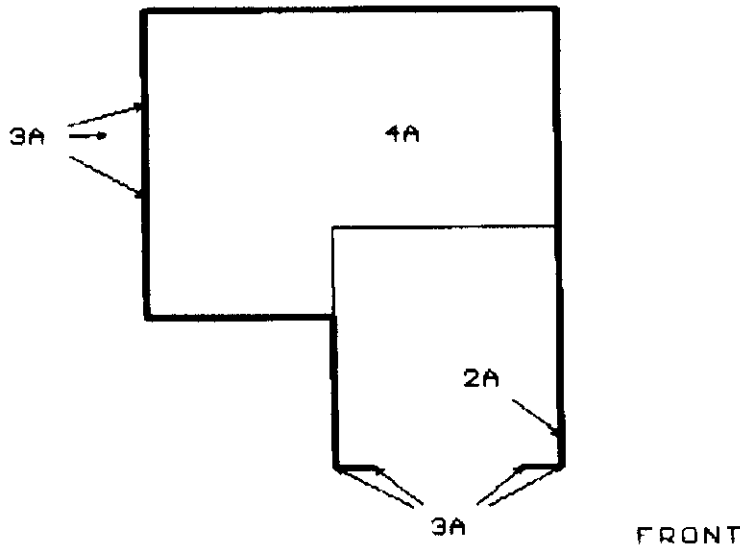


# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. <u>828</u>	Street, City, Zip <u>Osage Street, San Diego, CA, 92114</u>	Date of inspection <u>10/25/07</u>	No. of Pages <u>7</u>
POWELL TERMITE & PEST CONTROL INC. P.O. Box 301415 Escondido, CA 92030 Ph: (760) 743-9900 Fax: (760) 743-9914 Toll Free: (866) 608-9900			
Firm Registration No. <u>PR 3353</u>	Report No. <u>79391</u>	Escrow No.	
Ordered By: <u>Rochelle / REO Properties</u>	Property Owner/Party of Interest: <u>Rochelle / REO Properties</u>	Report Sent To: <u>Rochelle / REO Properties</u>	
COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>			
General Description: One story, framed, stucco, residence, unoccupied, with attached two car garage.		Inspection Tag Posted: <u>ATTIC</u>  Other Tags Posted: <u>None Noted</u>	
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 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.			

received X \_\_\_\_\_  
                   X \_\_\_\_\_  
 date → X \_\_\_\_\_

NOT TO SCALE



Inspected By DOUG DRUM License No. FR7057 Signature *Doug Drum*  
 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 95825-3704.  
 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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10/25/07 79391

BUILDING NO. STREET, CITY, STATE, ZIP

INSPECTION DATE REPORT NO.

A. Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. These include but are not limited to: inaccessible and/or insulated attics or portions thereof, attics with less than 18" clear crawl space, the interior of hollow walls; spaces between a floor or porch deck and the ceiling below; area where there is no access without defacing or tearing out lumber, masonry or finished work; areas behind stoves, refrigerators or beneath floor coverings, furnishings; areas where encumbrances and storage, conditions or locks make inspection impractical, portions of the subarea concealed or made inaccessible by ducting or insulation, area beneath wood floors over concrete, and areas concealed by heavy vegetation. Areas or timbers around eaves were visually inspected from ground level only. Although we make visual examinations, we do not deface or probe window/door frames or decorative trims. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios, detached wood decks, wood retaining walls or wood walkways. We assume no responsibility for work done by anyone else, for damage to structure or contents during our inspection, or for infestation, infection, adverse conditions or damage undetected due to inaccessibility or non-disclosure by owner/agent/tenant.

B. Slab floor construction has become more prevalent in recent years. Floor covering may conceal cracks in the slab that will allow infestation to enter. Infestations in the walls may be concealed by plaster so that a diligent inspection may not disclose the true condition. These areas are not practical to inspect because of health hazards, damage to the structure; or inconvenience. They were not inspected unless described in this report. We recommend further inspection if there is any question about the above noted areas. Ref: Structural Pest Control Act, Article 6, Section 8516(b), paragraph 1990(i). Amended effective March 1, 1974. Inspection is limited to disclosure of wood destroying pests or organisms as set forth in the Structural Pest Control Act, Article 6, Section 8516(b), Paragraph 1990-1991.

C. A re-inspection will be performed, if requested within four (4) months from date of original inspection, on any corrective work that we are regularly in the business of performing. If CERTIFICATION is required, then any work performed by others must be CERTIFIED by them. There is a re-inspection fee.

D. This company is not responsible for work completed by others, recommended or not, including by Owner. Contractor bills should be submitted to Escrow as certification of work completed by others.

E. This report includes findings related to the presence/non-presence of wood destroying organisms and/or visible signs of leaks in the accessible portions of the roof. The inspector did not go onto the roof surface due to possible physical damage to the roof, or personal injury. No opinion is rendered nor guarantee implied concerning the water-tight integrity of the roof or the condition of the roof and roofing materials. If interested parties desire further information on the condition of the roof, we recommend that they engage the services of a licensed roofing contractor.

F. Second story stall showers are inspected but not water tested unless there is evidence of leaks in ceiling below. Ref: Structural Pest Control Rules and Regulations, Sec. 8516G. Sunken or below grade showers or tubs are not water tested due to their construction.

G. During the course of/or after opening walls or any previously concealed areas, should any further damage or infestation be found, a supplementary report will be issued. Any work completed in these areas would be at Owner's direction and additional expense.

H. During the process of treatment or replacement it may be necessary to drill holes through ceramic tiles or other floor coverings; These holes will then be sealed with concrete. We will exercise due care but assume no responsibility for cracks, chipping or other damage to floor coverings. We do not re-lay carpeting.

I. We assume no responsibility for damage to any Plumbing, Gas or Electrical lines, etc., in the process of pressure treatment of concrete slabs or replacement of concrete or structural timbers.

J. When a fumigation is recommended we will exercise all due care but assume no responsibility for damage to Shrubbery, Trees, Plants, TV Antennas or Roofs. A FUMIGATION NOTICE will be left with, or mailed to the Owner of this property, or his designated Agent. Occupant must comply with instructions contained in Fumigation Notice. During fumigation and aeration, the possibility of burglary exists as it does any time you leave your home. Therefore, we recommend that you take any steps that you feel necessary to prevent any damage to your property. We also recommend that you contact your insurance agent and verify that you have insurance coverage to protect against any loss, damage or vandalism to your property. The company does not provide any onsite security except as required by state or local ordinance and does not assume any responsibility for care and custody of the property in case of vandalism, breaking or entering.

K. Your termite report and clearance will cover EXISTING infestation or infection which is outlined in this report. If Owner of property desires coverage of any new infestation it would be advisable to obtain a Control Service Policy which would cover any new infestation for the coming year.

L. If you should have any questions regarding this report, please call or come by our office any weekday between 8:00 a.m. and 5:00 p.m. We also provide information about additional services for the control of Household Pests such as Ants and Fleas, etc.

M. I agree to pay reasonable attorney's fees if suit is required by this COMPANY to enforce any terms of this contract,

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together with the costs of such action, whether or not suit proceeds to judgement.

N. The total amount of this contract is due and payable upon completion of work unless otherwise specified. A finance charge computed at a Monthly rate of 1.5% of the unpaid balance (annual percentage rate of 18%) will be added to all accounts past due.

O. If this report is used for escrow purposes then it is agreed that this inspection report and Completion, if any, is part of the ESCROW TRANSACTION. However, if you received written or verbal instructions from any interested parties involved in this escrow (agents, principals, etc.) to not pay our invoice at close of escrow, you are instructed by us not to use these documents to satisfy any conditions or terms of your escrow for purposes of closing the escrow. Further, you are instructed to return all of our documents and the most current mailing address you have on file for the property owner.

P. Owner/agent/tenant acknowledges and agrees that inspection of the premises will not include any type of inspection for the presence or non-presence of asbestos and that this report will not include any findings or opinions regarding the presence or non-presence of asbestos in, upon or about the premises, we recommend that you contact a contractor specifically licensed to engage in asbestos related work. Further, should we discover the presence of asbestos during our inspection of the premises or should our inspection of the premises cause a release of asbestos dust or particles, owner/agent/tenant shall be solely responsible for the cleanup, removal and disposal of the asbestos and the cost thereof. Owner/agent/tenant hereby agrees to waive any and all claims against this Company which are in any way related to the presence of asbestos on the premises and further agrees to indemnify and hold this company harmless from any and all claims of any nature asserted by any third party, including this Company's employees, which is in any way related to the presence of asbestos on the premises.

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THE EXTERIOR SURFACE OF THE ROOF WILL NOT BE INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTOR'S STATE LICENSE BOARD.

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. You have a right to seek a second opinion from another company.

This Wood Destroying Pest & Organisms Report DOES NOT INCLUDE MOLD or any mold like conditions. No reference will be made to mold or mold like conditions. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish this property to be inspected for mold or mold like conditions, please contact the appropriate mold professional.

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

THIS IS A "STRUCTURAL PEST CONTROL" INSPECTION REPORT: NOT A BUILDING INSPECTION REPORT, THEREFORE NO OPINION IS BEING RENDERED REGARDING THE STRUCTURAL INTEGRITY OF THE BUILDING.

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 THEROF; THE INTERIOR OF HOLLOW WALLS: SPACES BETWEEN A FLOOR OR PORCH DECK AND THE CEILING OR SOFFIT BELOW: STALL SHOWERS OVER FINISHED 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 MAKES INSPECTION IMPRACTICAL.

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WHEN WORK IS RECOMMENDED: THIS COMPANY WILL REINSPECT REPAIRS DONE BY OTHERS WITHIN FOUR (4) 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 THE 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.

A BUILDING PERMIT MAY BE REQUIRED TO PERFORM WORK RECOMMENDED IN THIS REPORT. THE AGENT AND/OR OWNER IS REQUIRED TO DISCLOSE A SIGNED-OFF BUILDING PERMIT FOR THE CONSTRUCTION WORK RECOMMENDED IN THIS REPORT (WHEN APPLICABLE). ANY PERSON WHO VIOLATES THIS REGULATION IS SUBJECT TO THE ACTUAL DAMAGES SUFFERED BY A TRANSFEREE, INCLUDING ATTORNEY FEES (CIVIL CODE #1134.5).

IF A SEPARATED REPORT HAS BEEN REQUESTED, IT IS DEFINED AS SECTION 1 & SECTION 2 CONDITIONS EVIDENT ON THE DATE OF INSPECTION.

SECTION 1: CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION.

SECTION 2: SECTION 2 ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION, BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND.

FURTHER INSPECTION: FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREAS 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.

**DRYWOOD TERMITES:**

Item 2A: Evidence of Drywood termite infestation was noted at the garage wood members.

RECOMMENDATION: Locally treat for the control of Drywood termites according to the manufacturers label. Remove or cover Drywood termite fecal pellets and frass in accessible areas. The termiticide to be used on this structure and the active ingredients are: Premise (active ingredients) Imidacloprid. Local treatment is not intended to be an entire structure treatment method. If infestations of wood destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated.

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

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**FUNGUS/DRYROT:**

Item 3A: Evidence of Fungus (dry-rot) noted in the eaves and beam tails. Condition appears to be caused by excessive moisture.

RECOMMENDATION: Concerned parties should employ the services of a licensed contractor to inspect, bid and make any desired repairs deemed necessary to correct above condition. Repairs are to be made in a manner that complies with local building code regulations and meets trade standards for good and workmanlike construction. If, during the course of these repairs, concealed damage is exposed, contractor shall repair damage in above manner or call our company for a further inspection.

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

**OTHER FINDINGS:**

Item 4A: Drywall damage was noted in the bathroom ceiling.

RECOMMENDATION: Concerned parties should employ the services of a licensed contractor to inspect, bid and make necessary repairs.

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

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

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OCCUPANTS CHEMICAL NOTICE

Powell Termite & Pest Control will use pesticide chemical(s) specified below for the control of wood destroying pests or organisms in locations identified in the Structural Pest Control report as indicated above.

(1) The pest(s) to be controlled:

- SUBTERRANEAN TERMITES
- FUNGUS or DRY ROT
- BEETLES
- DRY-WOOD TERMITES
- OTHER \_\_\_\_\_

(2) The pesticide(s) proposed to be used and the active ingredient(s).

- A. Termidor: Active ingredients: Fipronil
- B. Premise : Active ingredients: Imidacloprid
- C. OTHER: Vikane: Sulfuryl Flouride

(3) "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 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 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 symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and your pest operator immediately. (This statement shall be modified to include any other symptoms of over exposure which are not typical of influenza.)"

For further information, contact any of the following:

- Powell Termite & Pest Control ..... (760) 743-9900
- San Diego County Health Department ..... (866) 262-9881
- San Diego County Agriculture Commissioner ..... (619) 694-2739
- Poison Control Center ..... (800) 876-4766
- Structural Pest Control  
1418 Howe Avenue suite 18, Sacramento, CA 95825 ..... (800) 737-8188

Persons with respiratory or allergic conditions, or others who may be concerned about their health relative to this chemical treatment, should contact their physician concerning occupancy during and after chemical treatment prior to signing this NOTICE.

NO CHEMICAL APPLICATION WILL BE PERFORMED UNTIL SUCH TIME THAT THIS NOTICE IS RETURNED. HAVING READ THE INSTRUCTIONS, I, THE UNDERSIGNED, WILL ACCEPT RESPONSIBILITY FOR ALL THE AFOREMENTIONED.

OWNER/OCCUPANT \_\_\_\_\_ DATE \_\_\_\_\_

OWNER/OCCUPANT \_\_\_\_\_ DATE \_\_\_\_\_

P.O. Box 301415  
Escondido, CA 92030  
Ph: (760) 743-9900 Fax: (760) 743-9914  
Toll Free: (866) 608-9900



### WORK AUTHORIZATION CONTRACT

Address of Property: 828 Osage Street, San Diego, CA, 92114  
Inspection Date: 10/25/2007  
Report #: 79391  
Title Co. & Escrow #: bank owned

**SECTION 1**

2A: \$ 395.00  
3A: No bid

**SECTION 2**

4A: No bid

**FURTHER INSPECTION**

We Authorize the Following  
Section 1 Items to be Performed.

2A,3A

We Authorize the Following  
Section 2 Items to be Performed.

4A

We Authorize the Following  
Items for Further Inspection.

Proposed Cost Section 1: \$ 395.00

Proposed Cost Section 2: \$ 0.00

Proposed Cost Fur.Insp.: \$ 0.00

Inspection Fee: \$ 100.00

Total - All Sections: \$ 495.00

**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

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: \_\_\_\_\_

POWELL TERMITE & PEST CONTROL INC.

DATE

10-26-07

P.O. Box 301415  
Escondido, CA 92030  
Ph: (760) 743-9900 Fax: (760) 743-9914  
Toll Free: (866) 608-9900



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## WORK AUTHORIZATION CONTRACT

Address of Property: 828 Osage Street, San Diego, CA, 92114  
Inspection Date: 10/25/2007  
Report #: 79391  
Title Co. & Escrow #: bank owned

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### CUSTOMER INFORMATION

The total amount of this contract is due and payable upon completion of the work listed above unless otherwise specified. Only the work specified in the contract is being done at this time due to owners wishes. ANY WORK PERFORMED AGAINST AN EXISTING TITLE ESCROW WILL BE THE FINANCIAL RESPONSIBILITY OF THE PARTY ORDERING THE INSPECTION REPORT, IN THE EVENT OF A CANCELLED TITLE ESCROW.

Work completed (LABOR) by operator shall be guaranteed for a period of one year from completion. Toilet plumbing (parts supplied by this firm), showers, floors or any measures for the control of moisture are guaranteed for (30) days only. Chemical treats are guaranteed for one year. Only the areas treated are guaranteed.

Customer agrees to hold company harmless for any damage which may occur to plant life, wiring, trees, vines, pets, tile roofs, plumbing leaks, or changes beyond control of the company which may occur during the performance of this work. In case of non-payment by owner, reasonable attorney's fees and costs of collection shall be paid by the owner, whether suit be filed or not. A SERVICE CHARGE OF 1-1/2 PERCENT, PER MONTH WILL BE CHARGED ON ALL BALANCES OVER (30) DAYS. THE 1-1/2 PERCENT, PER MONTH, EQUALS 18 PERCENT PER ANNUM ON THE UNPAID BALANCES.

Any additional damage found while work is being performed will be supplemented by a report as to additional findings and costs.

All repairs performed by others must be re-inspected by OUR COMPANY before a CERTIFICATION will be issued. We do not guarantee work completed by others. Any repairs completed by others must be guaranteed in writing and submitted to OUR COMPANY before a CERTIFICATION will be issued. This firm does not make statements concerning workmanship. Workmanship is only determinable by those paying for or receiving those services.

If at the time of repairs to decks, the damage is found to be more extensive, a Supplemental report will be given along with a bid for any other corrections that maybe necessary.

A re-inspection of specific items on the report or of any other conditions pertaining to this structure can be done at an ADDITIONAL COST PER TRIP. The re-inspection must be done within (4) months of the original inspection.

Our inspectors are not equipped with 40 ft. ladders therefore all two story building will not be inspected at the eaves unless requested.

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 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 the 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.  
\*\* NOTE \*\* : Inspection fee is billed separately above any work costs.



**Earnest Money Deposit Receipt and Funds Verification**

Check Amount \$ \_\_\_\_\_ Check # \_\_\_\_\_ Date Rec'd \_\_\_\_\_

Agent Name \_\_\_\_\_ Office \_\_\_\_\_

PID \_\_\_\_\_ Property Address \_\_\_\_\_

Buyer Name \_\_\_\_\_

This check is to be processed as follows (check applicable)

\_\_\_\_\_ Held in Listing Agent Trust Log/Account\*

\_\_\_\_\_ Held in Selling Agent Trust Log/Account\*

\*For transfer to an Attorney/Escrow/Title Trust Account if applicable.

Closing office information will be provided to listing agent along with fully executed contracts and closing documents.

Please insert/attach a copy of EMD:

Active Account Verification:

\_\_\_\_\_ Yes, Buyers Account has been verified

Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

**MULTIPLE OFFER DISCLOSURE ADDENDUM**

Date: \_\_\_\_\_ Buyer's Name \_\_\_\_\_

Property Address: \_\_\_\_\_

**This property is now involved in a multiple Offer situation.**

The Owner of Record [Bank] will entertain all Offers in the following manner:

- A. The Listing Agent must receive your BEST and FINAL Offer no later than \_\_\_\_\_ and must be in writing via fax or e-mail.
- B. The Bank shall have sole discretion to accept or reject any Offer received. The Bank is not required to accept any particular Offer, regardless of terms.
- C. Subsequent to the receipt of Offers, the Bank shall have the absolute right to deal directly with any broker and one or more Offer to further negotiate the terms and conditions of the Offer. The Bank shall have no obligation to negotiate or communicate with each and every Offer.
- D. In accepting an Offer, the Bank shall decide solely in it's judgment which Offer is best and appropriate under the circumstances. Price is but one factor. No verbal communications between any of the parties constitutes an obligation on the part of the Bank to sell the property to anyone under any terms.
- E. Final acceptance shall be conditioned upon the execution of a written Contract between Buyer and Seller setting forth the details and terms satisfactory to the Bank.

Buyer's Offer will not be considered unless this addendum is signed by the Buyer and returned to the Listing Agent via Fax or e-mail no later than the time indicated in item A above for the transmittal of final Offers to the Bank.

I understand and Agree to the terms of this Multiple Offer addendum:

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Agent's Name: \_\_\_\_\_