
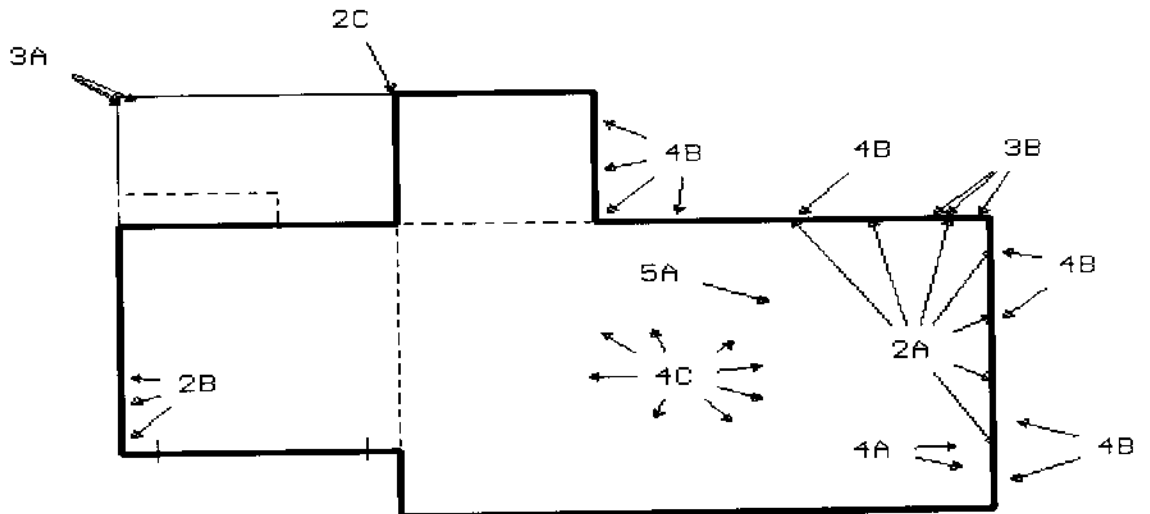


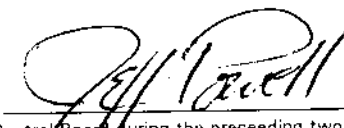
# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 3832	Street, City, Zip Westhaven Drive, Carlsbad, CA, 92008	Date of Inspection 07/31/08	No. of Pages 9
<b>POWELL TERMITE &amp; PEST CONTROL INC.</b> P.O. Box 301415 Escondido, CA 92030 Ph: (760) 743-9900 Fax: (760) 743-9914 Toll Free: (866) 608-9900			
Firm Registration No. PR 3353	Report No. 80124	Escrow No.	
Ordered By: Pacific REO Properties 2667 Cmno del Rio S. Suite #102 San Diego CA 92108 Rochelle Lewis/Jason 877 303-7986 619-303 5075	Property Owner/Party of Interest: Pacific REO Properties 2667 Cmno del Rio S. Suite #102 San Diego CA 92108 Rochelle Lewis/Jason 877-303-7986 619-303-5075	Report Sent To: Pacific REO Properties 2667 Cmno del Rio S. Suite #102 San Diego CA 92108 Rochelle Lewis/Jason 877-303 7986 619 303-5075	
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: ATTIC  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 checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input checked="" type="checkbox"/>			
If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.			

NOT TO SCALE



FRONT

Inspected By JEFF POWELL License No. OPR8603 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, 1418 Howe Avenue, Suite 18, Sacramento, California 95826-3204.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737 8188 or www.pestboard.ca.gov 43M-41 (Rev. 10/01)

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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 THEREOF; 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).

NOTICE: 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 Powell Termite & Pest Control'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, Powell Termite & Pest Control 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.

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.

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**DRYWOOD TERMITES:**

Item 2A: Evidence of Drywood termite infestation was noted at/in the subarea. Infestation appears to extend into inaccessible areas.

RECOMMENDATION: Fumigate the structure for the control of Drywood termites. Remove or cover Drywood termite fecal pellets in accessible areas. Owner/agent to prepare the structure for fumigation as per occupants notice to be furnished by this company. The structure must be vacated until released for re-entry by the licensed fumigator. The fumigant to be used on your structure and the active ingredients are: Vikane (active ingredients) sulfuryl fluoride and chloropicrin.

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

Item 2B: Evidence of Drywood termite infestation was noted at/in the garage. Infestation appears to extend into inaccessible areas.

RECOMMENDATION: Fumigate the structure for the control of Drywood termites. Remove or cover Drywood termite fecal pellets in accessible areas. Owner/agent to prepare the structure for fumigation as per occupants notice to be furnished by this company. The structure must be vacated until released for re-entry by the licensed fumigator. The fumigant to be used on your structure and the active ingredients are: Vikane (active ingredients) sulfuryl fluoride and chloropicrin.

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

Item 2C: Evidence of Drywood termite infestation was noted at/in the exterior. Infestation appears to extend into inaccessible areas.

RECOMMENDATION: Fumigate the structure for the control of Drywood termites. Remove or cover Drywood termite fecal pellets in accessible areas. Owner/agent to prepare the structure for fumigation as per occupants notice to be furnished by this company. The structure must be vacated until released for re-entry by the licensed fumigator. The fumigant to be used on your structure and the active ingredients are: Vikane (active ingredients) sulfuryl fluoride and chloropicrin.

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

**FUNGUS/DRYROT:**

Item 3A: Evidence of Fungus (dry-rot) was noted at/in the patio fascia and blocking.

RECOMMENDATION: Repair/replace fungus (dry-rot) damaged wood members as necessary. If fungus (dry-rot) infection is found to extend into enclosed areas, a supplemental report will be issued with a cost estimate for those repairs. Paint matching will not be performed. Repaired wood members will receive one coat of white primer only.

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

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**FUNGUS/DRYROT:**

Item 3B: Evidence of Fungus (dry-rot) was noted at/in the fascia at the house.

RECOMMENDATION: Repair/replace fungus (dry-rot) damaged wood members as necessary. If fungus (dry-rot) infection is found to extend into enclosed areas, a supplemental report will be issued with a cost estimate for those repairs. Paint matching will not be performed. Repaired wood members will receive one coat of white primer only.

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

**OTHER FINDINGS:**

Item 4A: Cellulose debris (wood, paper products) was noted in the subarea.

RECOMMENDATION: Remove the cellulose debris of a rakable size from the subarea and dispose of.

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

Item 4B: Loose stucco was noted at areas of the exterior walls. No signs of infestations or infections were apparent as a result in the visible and accessible areas.

RECOMMENDATION: Owner or concerned parties to employ the services of a licensed plasterer or qualified contractor to make any repairs necessary to correct the above condition.

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

Item 4C: The soil throughout the subarea was damp at the time of our inspection. Corroded drain pipes were noted in the soil. A plumbing leak was noted in the area of the stall shower. The water table and seepage from the exterior may be contributing. The exact cause of moisture in the soil could not be determined.

RECOMMENDATION: Concerned parties to employ and refer to a home inspector, a licensed contractor or structural engineer for further evaluation and corrective measures.

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

**FURTHER INSPECTION:**

Item 5A: An attempt to water test the stall shower was done, however a plumbing leak could be heard in the wall behind the shower and it could not be determined if the water below was escaping from the pan or from the plumbing leak. We turned off the water supply to the structure.

RECOMMENDATION: We recommend a licensed plumbing contractor be employed to correct the plumbing leak and we will return upon request to perform another water test.

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

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NOTICE: 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 Powell Termite & Pest Control'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, Powell Termite & Pest Control 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.

NOTE: The shed behind the garage has a wood floor at ground level. No opinion is entered regarding conditions which may exist below the floor.

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: 3832 Westhaven Drive, Carlsbad, CA, 92008  
Inspection Date: 07/31/2008  
Report #: 80124  
Title Co. & Escrow #:

**SECTION 1**

2A: \$ 1678.00  
2B: Inc in 2A  
2C: Inc in 2A  
3A: \$ 232.00  
3B: \$ 217.00

**SECTION 2**

4A: No bid  
4B: No bid  
4C: No bid

**FURTHER INSPECTION**

5A: No bid

We Authorize the Following  
Section 1 Items to be Performed.  
2A,2B,2C,3A,3B

We Authorize the Following  
Section 2 Items to be Performed.  
4A,4B,4C

We Authorize the Following  
Items for Further Inspection.  
5A

Proposed Cost Section 1: \$ 2127.00

Proposed Cost Section 2: \$ 0.00

Proposed Cost Fur.Insp.: \$ 0.00

Inspection Fee: \$ 100.00

Total - All Sections: \$ 2227.00

**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:

DATE

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



**WORK AUTHORIZATION CONTRACT**

Address of Property: 3832 Westhaven Drive, Carlsbad, CA, 92008  
Inspection Date: 07/31/2008  
Report #: 80124  
Title Co. & Escrow #:

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 EXITSTING 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 filled 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 OWNER

Under the 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 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 structural 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 suppliers 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.