

Cypress Termite - Construction Company

Post Office Box 223076 • Carmel, CA 93922 • (831) 372-1972 or FAX (831) 372-1665

WORK AUTHORIZATION CONTRACT

This will authorize CYPRESS TERMITE – CONSTRUCTION COMPANY to proceed with the work outlined in your Report # 34308, dated 5/26/21. The property where this work is to be performed is commonly known as 24936 VALLEY WAY CARMEL 93923

The inspection fee is \$ 300.00
The breakdown of items is on page # 6

We authorize CYPRESS TERMITE – CONSTRUCTION COMPANY to perform items. (Please list each specific item below.)

This is to certify that the above property was inspected on 5/26/21 in accordance with the Structural Pest Control Act and rules and regulations adopted pursuant thereto, and that no evidence of active wood destroying infestation or infection was found in the visible and accessible areas.

We agree to pay the sum of \$ _____

CONDITIONS

The following will apply:

1. CYPRESS TERMITE – CONSTRUCTION COMPANY guarantees all work and chemical treating for a period of one year from the date of completion, unless specifically stated otherwise in the body of report. Fumigation has a two-year guarantee. **Exceptions: Plumbing repairs, grouting, glass work, vinyl, shower enclosure seals, toilet seals, which are guaranteed for thirty (30) days from the date of completion. We make no guarantee against future infestations or infections, which may occur or become apparent after the date of inspection.**
2. CYPRESS TERMITE – CONSTRUCTION COMPANY will proceed to complete this work in a professional manner. However, we will not be responsible for delays beyond our control. New materials may not match existing due to age, style or dimension of existing materials.
3. CYPRESS TERMITE – CONSTRUCTION COMPANY will not be responsible for damage to roof coverings or TV antennas during the fumigation process. By signing the contract, you are acknowledging this and releasing CYPRESS TERMITE – CONSTRUCTION COMPANY from any liability towards roof coverings or TV antennas.
4. Our report covers only the areas stated on the report. If in the performance of the work, additional damage or infestation is discovered in concealed or inaccessible areas, we will issue a supplemental report stating conditions found in these areas. An additional charge will be made for any additional work necessary.
5. If any additional work is required by other agencies such as the city or county building inspection, such work would be at additional cost.
6. The cost of the work outlined in our report is subject to acceptance within sixty (60) days from the date of the original inspection.

INITIALS : _____ DATE : _____

THIS IS PAGE ONE OF A TWO PAGE CONTRACT. PAGE TWO IS ATTACHED AND CONTAINS INFORMATION ABOUT MOLD

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7. If any work is done by the owners or the owner’s agents and a reinspection by this company is necessary, a reinspection fee will be charged in addition to our original bid. Please contact this office in regard to reinspection fees before commencing any work. See Note A on page two of inspection report for further information in regard to reinspection.
8. Refer to your report regarding guarantees for work and limitations, and conditions of guarantees.
9. We agree to authorize any escrow or title company who is handling this transaction to release funds to CYPRESS TERMITE – CONSTRUCTION COMPANY upon receipt of their notice of work completed. In the event the funds are held in escrow, we agree to pay interest at the maximum rate from the close of escrow until the funds are paid to CYPRESS TERMITE – CONSTRUCTION COMPANY. If escrow cancels, or there is no escrow, we agree to pay CYPRESS TERMITE – CONSTRUCTION COMPANY total amount due within fifteen (15) days of completion.
10. In the event that legal action is necessary to collect any monies due CYPRESS TERMITE – CONSTRUCTION COMPANY, we agree to pay reasonable attorney’s fees and costs.
11. Your signature below means that you have accepted the conditions of this contract and the findings and recommendations stated on your report and you have approved the same.

THIS CONTRACT MUST BE SIGNED BY OWNERS OR THEIR DESIGNATED AGENTS PRIOR TO COMMENCEMENT OF WORK.

ACCEPTANCE: You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which _____ agree to pay the amount mentioned in said proposal, and according to the terms thereof.

ACCEPTED _____ DATE _____

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 undertaken.

By executing this work authorization contract, customer acknowledges that he or she has been advised of the forgoing, has had the opportunity to consult with a qualified professional.

BY EXECUTING THIS WORK AUTHORIZATION CONTRACT AND BY REQUESTING CYPRESS TERMITE-CONSTRUCTION COMPANY TO PROCEED WITH THE STRUCTURAL REPAIRS REFLECTED HEREIN, CUSTOMER RELEASES CYPRESS TERMITE-CONSTRUCTION COMPANY FROM ANY AND ALL LIABILITY FOR ANY DAMAGE OR INJURY OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO BODILY INJURY OR PROPERTY DAMAGE, AND INCLUDING BUT NOT LIMITED TO ANY CONSEQUENTIAL DAMAGE) WHICH IS CLAIMED TO ARISE FROM THE DISPERSAL OF MOLD OR MOLD SPORES RESULTING FROM THE PERFORMANCE OF THE STRUCTURAL REPAIRS REFERRED TO HEREIN BY CYPRESS TERMITE-CONSTRUCTION COMPANY.

CUSTOMER SIGNATURE: _____ DATE _____

THIS IS PAGE TWO OF A TWO PAGE CONTRACT AND MUST BE SIGNED AND RETURNED ALONG WITH PAGE ONE

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 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 subcontractors, 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 you property if they are not paid.

NOTE: Authority cited: Section 8525, Business and Professions Code.

HISTORY:

- 1. New Section filed 09-21-1984; effective thirtieth day thereafter (Register 84, No.38).
For prior history, see Register 83, No.20.**
- 2. Amendment filed 03-23-1987; effective upon filing pursuant to Government Code Section 11346.2(d) (Register 87, No.13).**

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

First Page

Building No. Street City Zip 24936 VALLEY WAY CARMEL 93923	Date of Inspection 5/26/21	Number of Pages 6
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Registration # PR 1777

Ordered by: MICHELLE SANTIN FIALLO COURTNEY JONES CARMEL REALTY COMPANY	Property owner and/or party of interest: SCHNUG	Report sent to: MICHELLE SANTIN FIALLO
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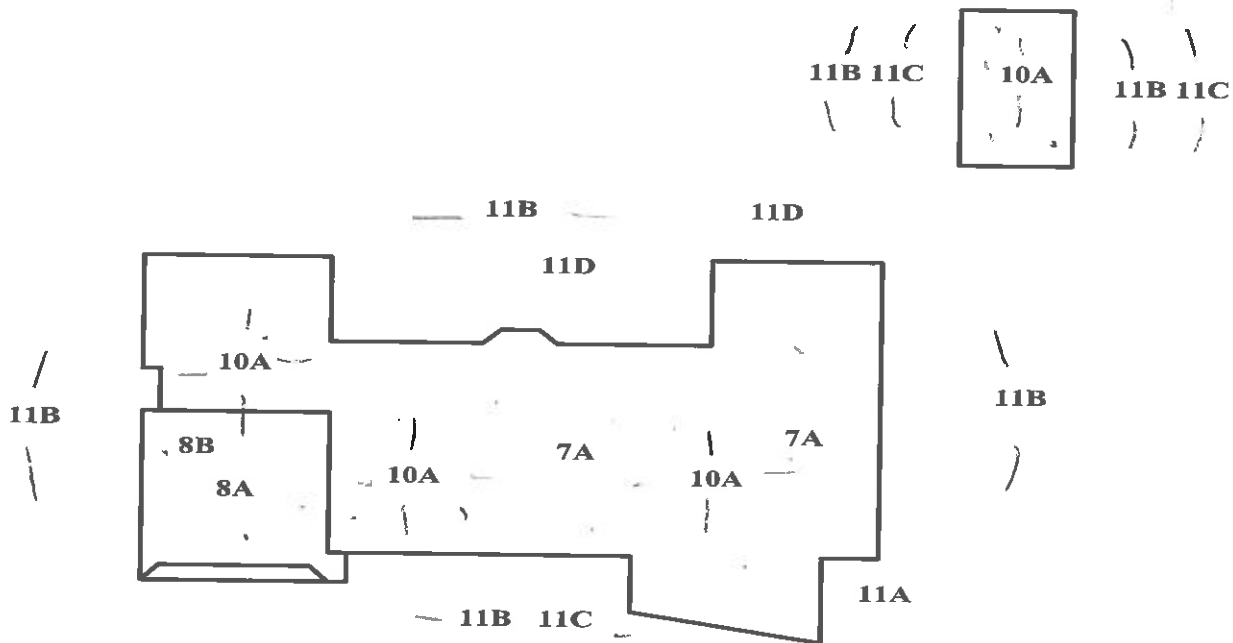
COMPLETE REPORT LIMITED REPORT SUPPLEMENTAL REPORT REINSPECTION REPORT CORRECTED REPORT REPORT # 34308

General Description: One story, single family residence, furnished and occupied, wood exterior with guest unit.	Inspection Tag Posted: Garage
	Other Tags Posted: No recent tags

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 Drywood Termites Fungus/Dryrot Other Findings Further Inspection
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.

DIAGRAM IS NOT TO SCALE



FRONT

Inspected by Joseph E. Garcia State License No. FR 20744

Signature

Joseph E. Garcia

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 Street, Suite 1500, Sacramento, California, 95815-3831.
Note: questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov

Address of
Property
Inspected

SECOND PAGE OF THE STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Bldg. No.	Street	City
24936	VALLEY WAY	CARMEL
	5/26/21	34308
Escrow #	Date of Inspection	Report #

**What Is A Wood Destroying Pest & Organism Inspection Report?
READ THIS DOCUMENT.**

IT EXPLAINS THE SCOPE OF LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION AND A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT. A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT CONTAINS FINDINGS AS TO THE PRESENCE OR ABSENCE OF EVIDENCE OF WOOD DESTROYING PESTS OR ORGANISMS IN VISIBLE AND ACCESSIBLE AREAS ON THE DATE OF INSPECTION AND CONTAINS OUR RECOMMENDATIONS FOR CORRECTING ANY INFESTATIONS, INFECTIONS OR CONDITIONS FOUND. THE CONTENTS OF THE WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT ARE GOVERNED BY THE STRUCTURAL PEST CONTROL ACT AND ITS RULES AND REGULATIONS.

SOME STRUCTURES MAY NOT COMPLY WITH BUILDING CODE REQUIREMENTS OR MAY HAVE STRUCTURAL, MECHANICAL, PLUMBING, HEATING AND AIR CONDITIONING, OR OTHER DEFECTS THAT DO NOT PERTAIN TO WOOD DESTROYING ORGANISMS. A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT DOES NOT CONTAIN INFORMATION ABOUT ANY SUCH DEFECTS, AS THEY ARE NOT WITHIN THE SCOPE OF THE LICENSE OF THE INSPECTOR OR THE COMPANY ISSUING THIS REPORT.

AREAS NOT INSPECTED: PLEASE READ

This inspection is limited to the visible and accessible areas of the structure(s) diagrammed and does not include any other improvements on the property. The following areas are considered inaccessible for the purposes of inspection if they exist at or within this structure. Inaccessible attics or portions thereof; the interior of hollow walls; spaces between a floor or porch deck and the ceiling or soffit below; stall showers over finished ceilings; enclosed bay windows, buttresses, other areas to which there is no access without defacing or tearing out lumber, masonry, or finished work; built in cabinet work; floors beneath coverings. Areas where storage conditions or locks were present were not inspected. If owner or parties of interest desire information about areas that were not inspected, we recommend to open area(s) of concern and make accessible for inspection. This would be done for additional cost.

We guarantee chemical treatments done by this company for one year from the date of completion, unless specifically stated otherwise in the body of report. We guarantee water damage repairs for thirty (30) days from the date of completion. We do not guarantee or warranty work done by others. We make no guarantee against future infestations or infections or conditions present but not evident at the time of our inspection.

THIRD PAGE OF THE STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address of
Property
Inspected

Bldg. No.	Street	City
24936	VALLEY WAY	CARMEL
	5/26/21	34308
Escrow #	Date of Inspection	Report #

NOTE A: This Company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

NOTE B: **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 CONTRACTORS STATE LICENSE BOARD.**

NOTE C: CYPRESS TERMITE – CONSTRUCTION COMPANY does not certify roofs. We will not express any opinion on the watertight integrity or guarantee against leaks. If interested parties desire further information, we suggest they consult a licensed roofing firm for complete evaluation and corrections. ANY CHEMICAL TREATING OF WOOD DESTROYING ORGANISMS MUST BE ACCOMPLISHED BY A STATE LICENSED CHEMICAL APPLICATOR.

NOTE D: This company does not certify or guarantee against any leakage, such as (but not limited to) plumbing, appliances, walls, doors, windows, any type of seepage, roof or deck coverings. This company renders no guarantee whatsoever, against any infestation, infection or any other adverse conditions which may exist in such areas or may become visibly evident in such area after the date of this inspection. Upon request, further inspection of these areas will be performed at an additional charge.

NOTICE: REPORTS ON THIS STRUCTURE PREPARED BY VARIOUS REGISTERED COMPANIES SHOULD LIST THE SAME FINDINGS (I.E. TERMITE INFESTATIONS, TERMITE DAMAGE, FUNGUS DAMAGE, ETC.). HOWEVER, RECOMMENDATIONS TO CORRECT THESE FINDINGS MAY VARY FROM COMPANY TO COMPANY. YOU HAVE A RIGHT TO SEEK A SECOND OPINION FROM ANOTHER COMPANY.

MOLD DISCLAIMER.

There may be health related issues associated with the findings reflected in this report. We are not qualified to and do not render an opinion concerning any such health issues. The inspection reflected by this report was limited to the visible and accessible areas only. Questions concerning health related issues, which may be associated with the findings or recommendations reflected in this report, the presence of mold, the release of mold spores or concerning indoor air quality should be directed to a Certified Industrial Hygienist.

FOURTH PAGE OF THE STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

**Address of
Property
Inspected**

Bldg. No.	Street	City
24936	VALLEY WAY	CARMEL
	5/26/21	34308
Escrow #	Date of Inspection	Report #

A SEPARATED REPORT HAS BEEN REQUESTED WHICH IS DEFINED AS SECTION I / SECTION II CONDITIONS EVIDENT ON THE DATE OF INSPECTION. SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION. SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREA(S) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE HIS INSPECTION AND CANNOT BE DEFINED AS SECTION I OR SECTION II.

ATTIC SPACE

ITEM 7A: Insulation is present in attic covering sheathing. Areas covered by insulation are inaccessible and cannot be represented.

RECOMMENDATION: Owner to have periodic inspection of visible accessible areas. Inspect areas covered by insulation once insulation has been removed by others and report on conditions found. (Section unknown-further inspection)

GARAGE

ITEM 8A: Interior of garage was limited for inspection due to personal stored items.

RECOMMENDATION: Others to remove storage as needed for purpose of further inspection. We can then return to inspect and report on conditions found in the accessible areas. (Section unknown-further inspection)

ITEM 8B: Area below utility stand is inaccessible for inspection due to no access port.

RECOMMENDATION: Others to install inspection access port for purpose of visual inspections. We can the return to inspect area that becomes accessible and report on conditions found. (Section unknown-further inspection)

OTHER INTERIOR

ITEM 10A: Ceiling to frame construction detail noted at interior. Areas and framing between finished ceiling surface and top side of roof covering material are inaccessible for inspection. It would be considered impractical to make these areas accessible for inspection.

RECOMMENDATION: Owner to have periodic inspections of the visible accessible areas. (Section unknown-further inspection)

OTHER EXTERIOR

ITEM 11A: The downspout is obstructing one plumbing access port.

RECOMMENDATION: Owner to have periodic inspections of visible accessible areas. (Section unknown-further inspection)

ITEM 11B: Soffited eaves noted at exterior of structure. Areas above soffits are considered inaccessible and cannot be represented. Inspection of visible areas disclosed no stains or indications of any infestation or infections.

RECOMMENDATION: Periodic inspections of visible, accessible areas. (Section two)

NOTE: While working on this structure we will be very careful and courteous. However, we will not be liable for damage, which may occur to wallpaper, paint, or other finished surfaces. All precaution will be taken to avoid damage to finished surfaces.

NOTE: The prices quoted on the attached work authorization contract are based on all estimated repairs to be performed by our firm. If we are only authorized to perform part of the recommended work or chemical treatments, prices will be subject to change accordingly. Please contact our office for any further information.

NOTE: Our inspections are limited to the conditions, which are visible and accessible at the time of our inspection. No guarantee is expressed or implied for conditions, which may become apparent after the date of this inspection.

NOTE: If this structure has an attic, and it is insulated, our inspection of the insulated attic area was limited due to insulation and is also limited to the visible wood members only. Insulation was not disturbed for inspection purposes.

GUARANTEES: All repairs and chemical treatments performed by our company will be guaranteed for a period of one (1) year from the date of completion, unless specifically stated otherwise in the body of the report.

EXCEPTIONS: Plumbing repairs, grouting, glass work, vinyl, shower enclosure seals, toilet seals, which are guaranteed for a period of thirty (30) days from the date of completion. Any misuse and/or mechanical damage to any areas voids our guarantee.

DISCLOSURE: There were areas of the building, which we were not able to inspect. Although we made a visual inspection, we did not deface or probe into windows nor doorframes and/or decorative trim unless visible signs of wood destroying insects or organisms were noted. We did not open all windows or doors. We did not remove built-ins, appliances, furniture, raised floor coverings, nor move storage. These areas can be inspected if they are made accessible by the owner at his or her expense. Any structures not shown on the diagram were not inspected. We do not inspect roof coverings or fences.

SECTION 1: Work recommended to repair damage where there is evidence of active infestation, infection or conditions that have resulted in or from infestation or infection.

ITEMS:

NONE.

SECTION 2: Work recommended to correct conditions usually deemed likely to lead to infestation or infection of wood destroying pests and/or organisms, but where no visible evidence of active infestation, infection or conditions of such was found.

ITEMS:

11B, 11C AND 11D.

**** NOTE:** We neither extend nor imply any guarantees for damage that may occur as a result of Section 2 conditions that are not performed by this company. Please read this report carefully, as items in this report may refer to other tradespersons and to our general information clause, and may suggest further costs for additional repairs in concealed areas. **

SECTION UNKNOWN - FURTHER INSPECTION

Further inspection items are defined as recommendations to inspect area(s), which during the original inspection did not allow the inspector access to complete his inspection, and cannot be defined as Section 1 or Section 2.

ITEMS:

7A, 8A, 8B, 10A AND 11A.

This report has been separated to define Section 1 / Section 2 conditions evident on the date of inspection. Section 1 and Section 2 conditions are defined above. Conditions stated as unknown in this report are defined as recommendations to inspect area(s) 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.