

## WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 35484 DAGGETT YERMO RD, YERMO, 92398-0409	Street, City, Zip	Date of Inspection 06/06/2022	Number of Pages 6
TERMINIX INTERNATIONAL, BRANCH #2704 12402 INDUSTRIAL BLVD STE 4 BLDG G VICTORVILLE, CA 92395-5871 PH: 7602412525		Firm Registration No PR 0801 Report No.: 85003-060622205906-2378	
Ordered by: SILVER VALLY HIGH SCHOOL 35484 DAGGETT YERMO RD YERMO CA 92398-0409	Property Owner or Party of Interest: SILVER VALLY HIGH SCHOOL 35484 DAGGETT YERMO RD YERMO CA 92398-0409	Report sent to: SILVER VALLY HIGH SCHOOL 35484 DAGGETT YERMO RD YERMO CA 92398-0409	
COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>			
General Description: 1 Story(s), Mobile Home, No Garage, Occupied and Furnished		Inspection Tag Posted: Water heater	
		Other Tags Posted: No	
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 type="checkbox"/> Fungus / Dryrot <input type="checkbox"/> Other Findings <input type="checkbox"/> Further Inspection <input checked="" 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.			

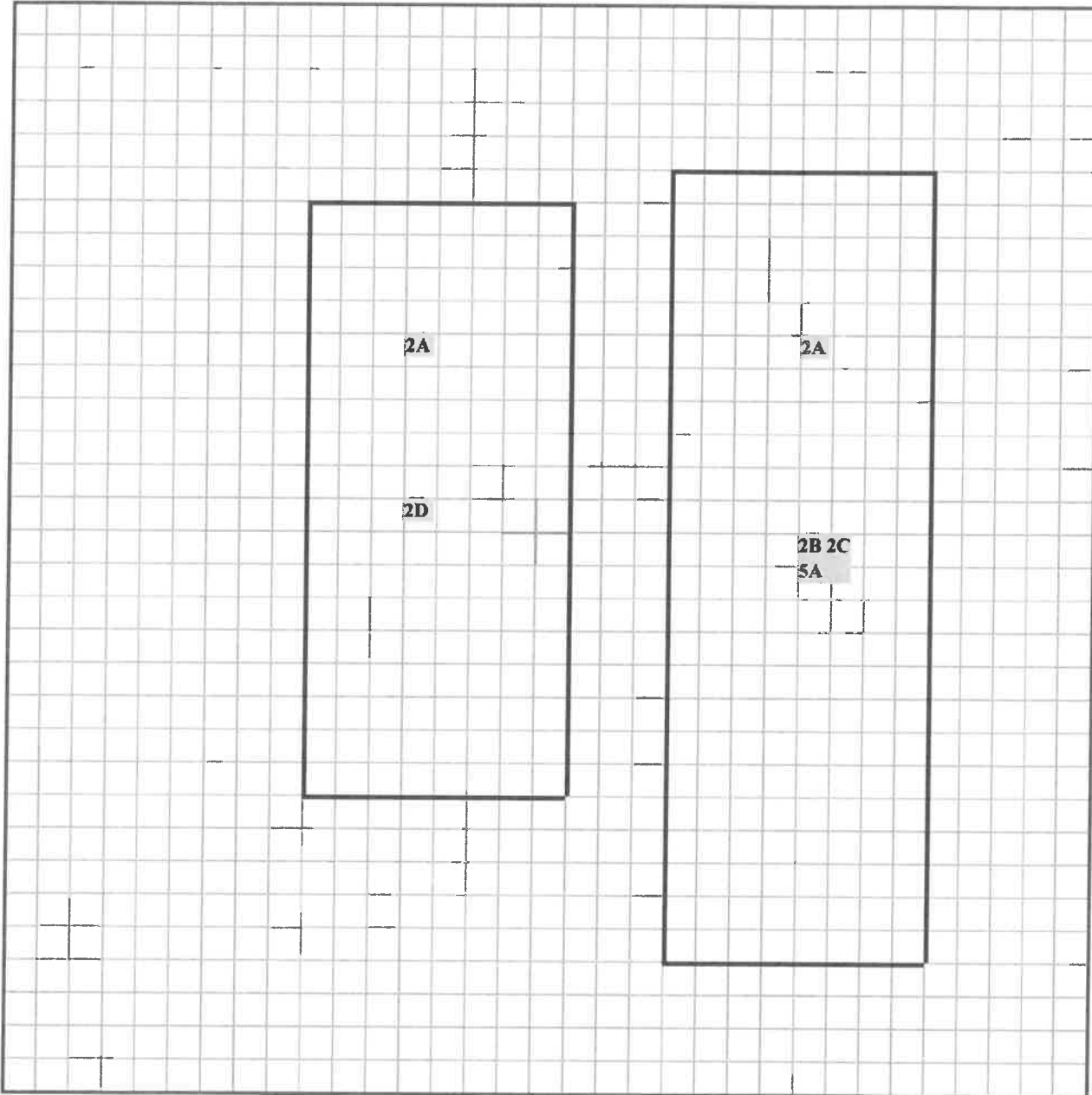
**(PLEASE SEE THE GRAPH DIAGRAM ON THE FOLLOWING PAGE)**

Inspected by: KAREN, MICHAEL State License No. FR 53836 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 Street, 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](http://www.pestboard.ca.gov).

43M-41 (REV. 04/2015)



Scale 1:

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.



VICTORVILLE  
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7602412525

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Inspector: KAREN, MICHAEL

**GENERAL NOTES:**

Please see general notes following the findings and recommendations for additional conditions governing this report.

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

**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/ATTACHED 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 COCHERES; ENCLOSED 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; AREAS 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 OPINION IS RENDERED CONCERNING CONDITIONS IN THE 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 WOOD DESTROYING 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 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 IS 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 OR 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; PROHIBITING SOIL FROM CONTACTING THE WOOD COMPONENTS OF THE STRUCTURE; AND PREVENTING VEGETATION OR OTHER ITEMS FROM BLOCKING VENTS.

**SEE BELOW FOR YOUR FINDINGS AND RECOMMENDATIONS:**



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## **Drywood Termites**

### **Item 2A**

**FINDING:** No evidence of drywood termites was noted in visible and accessible areas at the time of this inspection. However, the absence of visible evidence is no assurance that future infestations will not occur or that current infestations do not already exist in areas that are not visible and inaccessible to inspection. Preventative service can be rendered according to the following recommendation.

**FINDING:** No evidence of drywood termites was noted in visible and accessible areas at the time of this inspection. However, the absence of visible evidence is no assurance that future infestations will not occur or that current infestations do not already exist in areas that are not visible and inaccessible to inspection. Preventative service can be rendered according to the following recommendation.

**RECOMMENDATION:** Apply a preventative treatment to exposed wood surfaces and potential entry points on the exterior, in the attic as well as the subarea (if there is a subarea) with properly labeled an approved termiticide(s). The terms and conditions of this service are detailed in your program agreement. Annual inspection is required.

**RECOMMENDATION:** Apply a preventative treatment to exposed wood surfaces and potential entry points on the exterior, in the attic as well as the subarea (if there is a subarea) with properly labeled an approved termiticide(s). The terms and conditions of this service are detailed in your program agreement. Annual inspection is required.

### **Item 2B**

**FINDING:** Evidence of drywood termites was noted at/in Multiple locations.

**RECOMMENDATION:** Remove or cover accessible drywood termite fecal pellets.

**RECOMMENDATION:** Utilize heat to treat the structure as an all encompassing method to eradicate drywood termites. It will be necessary to vacate the structure until release for reentry by this company. Additional treatment with an approved insecticide may be necessary.

### **Item 2C**

**FINDING:** Drywood termites have damaged Floor at/in Multiple locations.

**RECOMMENDATION:** Remove the damaged wood member(s). Replace the damaged wood with new material. See recommendations in this report for the control of drywood termites.

### **Item 2D**

**FINDING:** Evidence of drywood termites was noted at/in None. Preventative.

**RECOMMENDATION:** Remove or cover accessible drywood termite fecal pellets.

**RECOMMENDATION:** Utilize heat to treat the structure as an all encompassing method to eradicate drywood termites. It will be necessary to vacate the structure until release for reentry by this company. Additional treatment with an approved insecticide may be necessary.

## **Further Inspection**

### **Item 5A**

**FINDING:** Evidence of Drywood Termites was noted at/in Multiple locations which appears to extend into inaccessible areas.

**RECOMMENDATION:** Open inaccessible areas for further inspection. Upon further inspection, 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.



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**GENERAL NOTES:**

**NOTE: THE EXTERIOR SURFACE OF THE ROOF HAS NOT BEEN INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTACTORS STATE LICENSE BOARD.**

**NOTICE: REPORTS ON THIS STRUCTURE PREPARED BY VARIOUS REGISTERED COMPANIES 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 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.

**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 REQUIREMENTS, CONTACT THE LOCAL BUILDING DEPARTMENT. WORK PERFORMED AS REQUIRED UNDER PERMIT FROM THE BUILDING DEPARTMENT SHOULD BE APPROVED, ACCEPTED, AND SIGNED OFF BY THE DEPARTMENT PRIOR TO CONSIDERING SUCH WORK TO BE COMPLETED. THE BUILDING DEPARTMENT MAY REQUIRE INSTALLATION OF SMOKE/HEAT DETECTORS AS A CONDITION OF OBTAINING A BUILDING PERMIT.

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.

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 registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California 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	1-800-TERMINIX
Poison Control Center	1-800-876-4766
Regulatory information - Structural Pest Control Board	1-916-561-8700 2005 Evergreen St, Ste. 1500, Sacramento, CA 95815-3831

### HEALTH QUESTIONS - CALIFORNIA COUNTY AGRICULTURAL COMMISSIONERS

Alameda	(510) 670-5232	Marin	(415) 499-6700	San Luis Obispo	(805) 781-5910
Alpine	(see El Dorado)	Mariposa	(209) 966-2075	San Mateo	(650) 363-4700
Amador	(209) 223-6487	Mendocino	(707) 463-4208	Santa Barbara	(805) 681-5600
Butte	(530) 538-7381	Merced	(209) 385-7431	Santa Clara	(408) 918-4600
Calaveras	(209) 754-6504	Modoc	(530) 233-6401	Santa Cruz	(831) 763-8080
Colusa	(530) 458-0580	Mono	See Inyo County	Shasta	(530) 224-4949
Contra Costa	(925) 646-5250	Monterey	(831) 759-7325	Sierra	See Plumas County
Del Norte	(707) 464-7235	Napa	(707) 253-4357	Siskiyou	(530) 841-4025
El Dorado	(530) 621-5520	Nevada	(530) 273-2648	Solano	(707) 784-1310
Fresno	(559) 456-7510	Orange	(714) 447-7100	Sonoma	(707) 565-2371
Glenn	(530) 934-6501	Placer	(530) 889-7372	Stanislaus	(209) 525-4730
Humboldt	(707) 445-7223 ext. 0	Plumas	(530) 283-6365	Sutter	(530) 822-7500
Imperial	(760) 482-4314	Riverside	(951) 955-3045	Tehama	(530) 527-4504
Inyo	(760) 873-7860	Sacramento	(916) 875-6603	Trinity	(530) 623-1356
Kern	(661) 868-6300	San Benito	(831) 637-5344	Tulare	(559) 685-3323
Kings	(559) 582-3211 #2831	San Bernardino	(909) 387-2105	Tuolumne	(209) 533-5691
Lake	(707) 263-0217	San Diego	(858) 694-2739	Ventura	(805) 388-4222
Lassen	(530) 251-8110	San Francisco	(415) 252-3830	Yolo	(530) 666-8140
Los Angeles	(626) 575-5466	San Joaquin	(209) 468-3300	Yuba	(530) 749-5400
Madera	(559) 675-7876				

### APPLICATION INFORMATION - CALIFORNIA COUNTY HEALTH DEPARTMENTS

Alameda	(510) 267-8000	Madera	(559) 675-7893	San Joaquin	(209) 468-3411
Alpine	(530) 694-2146	Marin	(415) 499-3696	San Luis Obispo	(805) 781-5500
Amador	(209) 223-6407	Mariposa	(209) 966-3689	San Mateo	(650) 573-2346
Berkley City	(510) 981-5310	Mendocino	(707) 472-2600	Santa Barbara	(805) 681-5102
Butte	(530) 538-7581	Merced	(209) 381-1200	Santa Clara	(408) 885-4214
Calaveras	(209) 754-6460	Modoc	(530) 233-6311	Santa Cruz	(831) 454-4000
Colusa	(530) 458-0380	Mono	(760) 932-7485	Shasta	(530) 225-5591
Contra Costa	(925) 957-5400	Monterey	(831) 755-4500	Sierra	(530) 993-6701
Del Norte	(707) 464-3191	Napa	(707) 253-4231	Siskiyou	(530) 841-4040 ext. 0
El Dorado	(530) 621-6100	Nevada	(530) 265-1450	Solano	(707) 784-8600
Fresno	(559) 445-0666	Orange	(714) 834-8180	Sonoma	(707) 565-4567
Glenn	(530) 934-6588	Pasadena	(626) 744-6004	Stanislaus	(209) 558-5670
Humboldt	(707) 445-6200	Placer	(530) 889-7141	Sutter	(530) 822-7215
Imperial	(760) 482-4438	Plumas	(530) 283-6337	Tehama	(530) 527-6824
Inyo	(760) 783-7868	Riverside	(951) 782-2974	Trinity	(530) 623-8209
Kern	(661) 868-0302	Sacramento	(916) 875-5881	Tulare	(559) 737-4660 ext. 0
Kings	(559) 584-1402 - Ask for "Nurse of the Day"	San Benito	(831) 637-5367	Tuolumne	(209) 533-7400
Lake	(707) 263-8929	San Bernardino	(909) 387-6280	Ventura	(805) 677-5200
Lassen	(530) 251-8183	San Diego	(619) 515-6555	Yolo	(530) 666-8645
Long Beach City	(562) 570-4000	San Francisco	(415) 554-2500	Yuba	(530) 741-6366
Los Angeles	(213) 240-8117				

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

ADVANCE (Diflubenzuron) BOR-RAM (Disodium Octaborate Tetrahydrate) BORA-CARE (Disodium Octaborate Tetrahydrate) BORATHOR (Disodium Octaborate Tetrahydrate) CIMEXA (Silicon Dioxide) 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) TTRELONA (Novaluron) 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.





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Inspection Date: 06/06/2022

Inspector: KAREN, MICHAEL

Homeowner Name: SILVER VALLY HIGH SCHOOL

Address: 35484 DAGGETT YERMO RD

City State Zip: YERMO, CA, 92398-0409

Home Phone: 7602541350

Work Phone:

# Ultimate Protection Home Pest Inspection

Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

## EXTERIOR INSPECTION

### PROPERTY DETAILS

Linear Feet:	<u>581</u>	Built Pre 1985:	<input type="checkbox"/>	Primary Use:	<u>Other</u>
# of Stories:	<u>1</u>	Roof Type:	<u>Parapet Roof</u>	Foundation Type:	<u>Hollow Block</u>
Construction Type:	<u>Inaccessible Crawlspace</u>	Siding:	<u>Wood</u>	Industry Type:	_____
Square Footage:	<u>8400</u>	Lot Size:	_____	# of Gas Meters:	_____
Cubic Feet:	<u>101</u>	Eave Height:	_____	Peak Height:	_____

### PROPERTY HAS A:

Cistern:	French Drain:	Well:
Visible Pond, Lake, Stream, or Waterway:	Sprinkler System Present:	
Exterior Slab (False Porch) Over Basement Area:	Gas Meter Have 3' Clearance:	

### CONDUCTIVE CONDITIONS

Indications of pests, rodents, termites, wildlife, or other wood-destroying pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input type="checkbox"/>
Damage Found?	<input type="checkbox"/>	Trees/shrubs on or against home?	<input type="checkbox"/>
Conditions on or around foundation conducive to termite attack?	<input checked="" type="checkbox"/>	Foundation slab/wall visible?	<input type="checkbox"/>
Conditions allowing water to collect around structure?	<input type="checkbox"/>	Openings large enough for pest/rodent/wildlife entry?	<input type="checkbox"/>
Gutters and downspouts clear of debris and standing water?	<input type="checkbox"/>	Siding Less Than 6" From Grade:	<input type="checkbox"/>
Styrofoam Insulation or "DRI-VIT" Below Grade?	<input type="checkbox"/>	Wood embedded in concrete?	<input type="checkbox"/>
Breeding Sites:			



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**INTERIOR INSPECTION**

**PROPERTY DETAILS**

Sump Pump: A/C - Heat Ducts in or Below Slab:  
 Plenum A/C - Heat System: Radiant Heat:

**CONDUCTIVE CONDITIONS**

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests? Live Subterranean Termites Found?  
 Damage Found? Obvious Signs Of Leaks?  
 Musky Odors? Bath Traps Installed Where Applicable?  
 Wall Separation/Cracks? Sagging Or Bouncing Floors?

**ATTIC**

Number Of Attics: Attic Access Location: None  
 Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?  
 Adequate Ventilation? Obvious Signs Of Leaks?  
 Attic Vents Screened? Asbestos Present?

**CRAWL SPACE**

Number Of Crawl Spaces: \_\_\_\_\_ Crawl Space Access Location: \_\_\_\_\_  
 Height Of Crawl Space: \_\_\_\_\_ High Point Of Crawl Space: \_\_\_\_\_ Low Point Of Crawl Space: \_\_\_\_\_  
 Distance Between Joists: \_\_\_\_\_ Depth Of Joists: \_\_\_\_\_ # of electrical connections: \_\_\_\_\_  
 Indications of pests, rodents, termites, wildlife, fungi, or other wood-destroying pests?  
 Wood debris, stored material or structure/ground contact?  
 Excessive Moisture? Visible Plumbing Leaks? Cracked foundation walls/supports?  
 Sagging Or Cracked Floor Joists? Wood-Earth Contact? Wood Debris In Crawl Space?  
 Inadequate Ventilation In Crawl Space? Wood Embedded In Concrete? Entire Crawl Space Accessible?

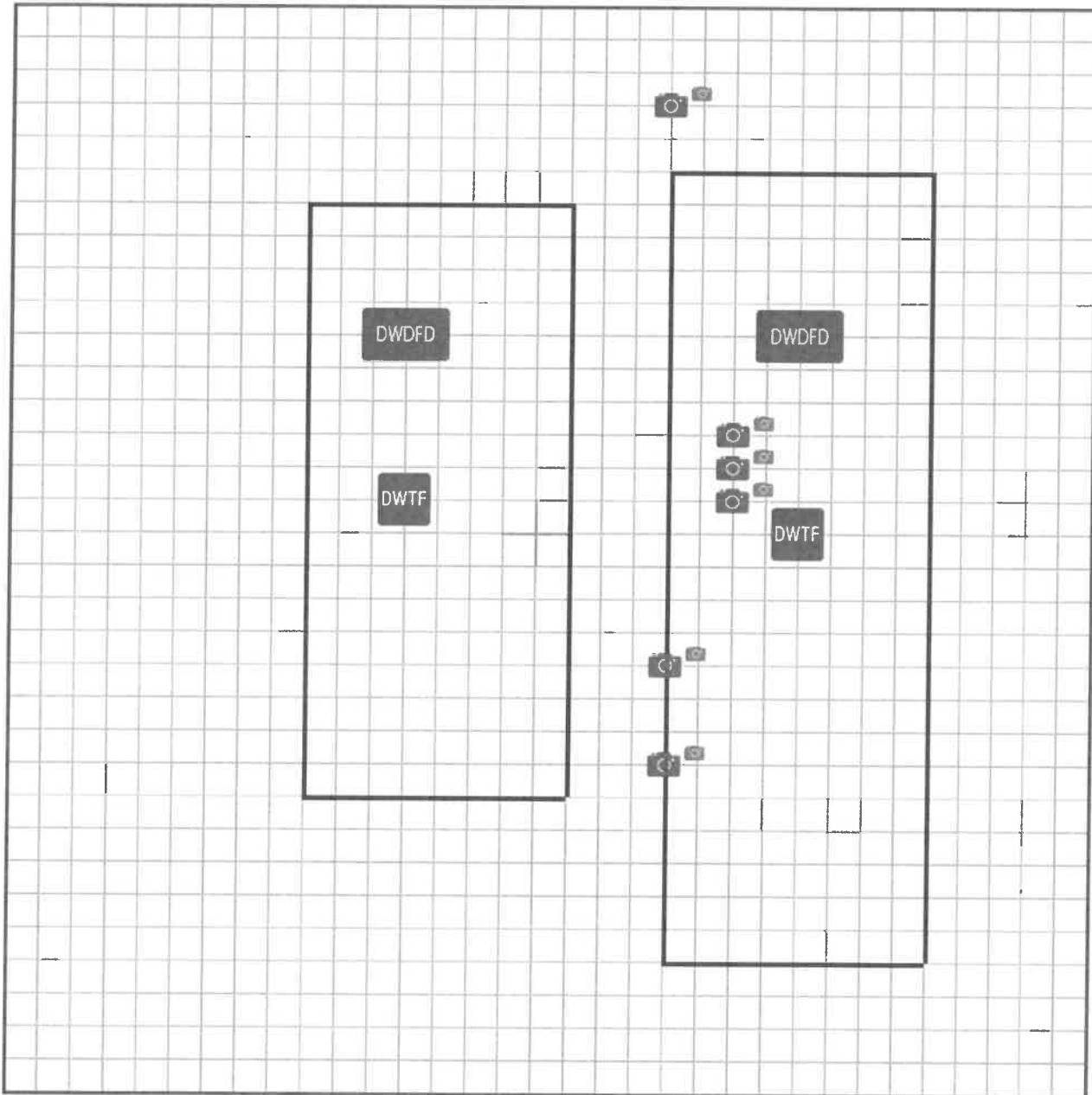
**INSPECTOR'S STATEMENT OF VISIBLE DAMAGE**

No	Date:	06/06/2022
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**TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE**

	Date:	
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**Scale 1:**

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.

## FLOOR PLAN LEGEND

### PROPERTY ELEMENTS

	Exterior Gas Grill		Water Shut-Off		Sprinkler Shut-Off		Gas Meter
	Air Conditioner		Exterior New Paint		Exterior Weather Door		Foam Board Insulation
	French Drain		Finished Garage Wall		Interior New Paint		Stall Shower
	Stump		Sump Pump		Visible Waterway		Zero Property Line

### KEY TO EVIDENCE

	Access Holes Allowing Pest Entry		Ant Activity		Bed Bug Activity		Bird Activity
	Carpenter Ants Fume		Carpenter Ants Local Treatment		Carpenter Bee Local Treatment		Cellulose Debris
	Cistern		Cracks In Foundation Wall		Cracks In Stucco		Dampwood Termites
	Drywood Termites Local Treatment		Drywood Termites (Existing Customer)		Drywood Termites Preventative Treatment		Drywood Termites Fumigation
	Earth Contact		Excessive Moisture		Excessive Moisture In Subarea		Exterior Slab Over Basement Area
	Faulty Grade		Faulty Grade At Vent		Faulty Grade Flash Wall		Firewood At Foundation
	Flaking Peeling Wall		Flies		Fungus		Gnaw Marks/Debris (Rodent)
	Heavy Vegetation		Inaccessible Area(s) Attic: Duct Work		Inaccessible Area(s) Attic: Insulation		Inaccessible Area(s) Attic: No Clearance
	Inaccessible Area(s) Attic: No Opening		Inaccessible Area(s) Attic: Storage		Inaccessible Area(s) Attic: Closet Storage		Inaccessible Area(s) Attic: High Temp
	Inaccessible Area(s) Deck: No Clearance		Inaccessible Area(s) Deck: No Clearance		Inaccessible Area(s) Garage: Storage		Inaccessible Area(s)
	Inaccessible Subarea		Inadequate Ventilation		Large Gaps		Mice
	Mosquitoes		Missing Screens/Vent Covers		Plumbing Leak		Powder Post Beetles Fume
	Roaches		Rodents		Rodent Droppings		Rodent Tunneling In Insulation
	Rodent Tunneling Under Slab Or Concrete Pad		Rodent Waste (Droppings)		Rub Marks (Rodent)		Siding Less Than 6" From Grade
	Spiders		Standing Water in Subarea		Stucco Below Grade		Styrofoam Insulation Or DRI-Vit Below Grade
	Subterranean Termites (Existing Customer)		Subterranean Termites Preventative Treatment		Subterranean Termites Liquid Treatment		Subterranean Termites Local Treatment
	Subterranean Termites Curative Bait		Vent Below Grade		Water Stains		Water Stains: Deck Stucco
	Water Stains: Garage Ceiling		Water Stains: Attic		Wildlife		Wood Embedded In Concrete



VICTORVILLE  
 12402 INDUSTRIAL BLVD STE 4 BLDG G  
 VICTORVILLE, CA 92395-5871  
 7602412525

Contract #: 85003-060622205906-2378

Inspection Date: 06/06/2022

Inspector: KAREN, MICHAEL

## FLOOR PLAN LEGEND

### GENERAL TREATMENT SPECIFICATIONS

117	Trench or trench/rod soil adjacent to 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(s) 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(s) 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(s) of attachment to the structure		
121B	Drill through each side of the dirt-filled porch foundation wall per product label specifications 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 per product label specifications
130	Drill and treat voids of a stone foundation wall per product label specifications	131	Drill and treat voids of a triple brick foundation wall per product label specifications
132	Drill and treat voids of a hollow block foundation wall per product label specifications	133	Drill and treat voids of a brick veneer foundation wall per product label specifications
134	Drill and treat all voids of a chimney per product label specifications	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 products 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 Monitoring Station		

### 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	205	Install a vapor barrier over the soil of a crawl space
206	Install floor supports to provide additional support		



VICTORVILLE  
12402 INDUSTRIAL BLVD STE 4 BLDG G  
VICTORVILLE, CA 92395-5871  
7602412525

Contract #: 85003-060622205906-2378

Inspection Date: 06/06/2022

Inspector: KAREN, MICHAEL

## FLOOR PLAN LEGEND

### BASEMENT TREATMENT SPECIFICATIONS

122	Vertically drill basement concrete slab floor and treat the soil beneath	144	Drill and treat basement door frames
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### CRAWL SPACE TREATMENT SPECIFICATIONS

114	Trench or trench/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

### EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS

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

### PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

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/rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sqft)
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/rodding the soil adjacent to the exterior foundation wall

### SLAB TREATMENT SPECIFICATIONS

122A	Drill the slab per product label specifications 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 per product label specifications and treat the soil beneath	123AA	Drill the slab along both sides of a load-bearing wall per product label specifications and treat the soil beneath
124	Drill through the exterior foundation wall immediately below the slab per product label specifications and treat the soil beneath by short-rodding from the outside	126	Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab



Other



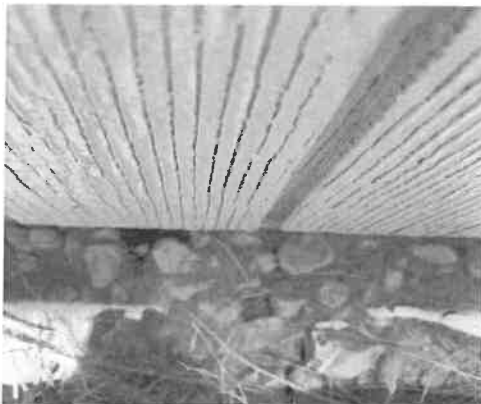
Other



Other



Other



Other



Other



Contract #: 85003-060622205906-2378

### DRYWOOD TERMITE DEFEND SYSTEM™ SERVICE PLAN

THIS AGREEMENT PROVIDES FOR TREATMENT OF A STRUCTURE FOR DRYWOOD TERMITES (KALOTERMES SPP., INCISITERMES SPP., CRYPTOTERMES SPP.) BUT SUBJECT TO THE EXCLUSIONS AND LIMITATIONS ON PAGE 2, DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY DRYWOOD TERMITES.

Purchaser SILVER VALLY HIGH SCHOOL Home Phone 7602541350 Work Phone \_\_\_\_\_  
 Purchaser Mailing Address \_\_\_\_\_  
 Property Address 35484 DAGGETT YERMO RD, YERMO,CA 92398-0409  
 Description of Structure(s) Covered Other Email nbanks@svusdk12.net

#### SERVICE / PAYMENT TERMS

INITIAL CHARGES* (Initial Inspection and Initial Term Fee).....	\$	1999.00
ANNUAL RENEWAL CHARGE*.....	\$	325.00
OWNERSHIP TRANSFER FEE*.....	\$	.00
BILLING FREQUENCY.....		Annual

\*Excludes tax (if applicable)

**THE TREATMENT IS ONLY FOR THE CONTROL OF THE STRUCTURE(S) AS IDENTIFIED ON THE INSPECTION GRAPH(S) FROM DRYWOOD TERMITES (KALOTERMES SPP., INCISITERMES SPP., CRYPTOTERMES SPP.) (COLLECTIVELY "DRYWOOD TERMITES") INFESTATIONS. THE TREATMENT DOES NOT CONTROL FROM SUBTERRANEAN (IN-GROUND) TERMITES (RETICULITERMES SSP., HETEROTERMES SPP.), ASIAN TERMITES (COPTOTERMES GESTROI SPP.) AND FORMOSAN TERMITES (COPTOTERMES SPP.) INFESTATIONS OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, DAMPWOOD TERMITES, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI.**

**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.**

**For All Residents:**

- As required, Terminix has provided the Purchaser with a copy of any federal, state or locally required documents regarding the treatment for the above-named property.

**For California Residents:**

- Terminix has provided to Purchaser for review and execution the *Wood Destroying Pests and Organisms Inspection Report* as required by Cal. Bus. & Prof. Code §8516, which, along with the Inspection Graph referenced on Page 2 and any service records provided to Purchaser, is a part of this Agreement and is incorporated by reference herein.
- Purchaser will be or has been provided with the *Notice to Owner/Tenant* as required by Cal. Bus. & Prof. Code §8538.
- Purchaser will be or has been provided with the *Occupants Fumigation Notice and Pesticide Disclosure Statement* as required by Cal. Code of Regulations, Title 16, Article 4, §1970.4.
- Purchaser will be or has been provided with the following Notices: (a) *Preparation by Owner or Occupant Prior to Fumigation Notice* and (b) *Fumigation Services Notice*.

**For Florida Residents:**

- A treatment sticker will be placed on the electrical box by the service provider upon job completion.

**For Texas Residents:**

- Licensed and regulated by: Texas Department of Agriculture, Structural Pest Control Service, PO Box 12847, Austin, TX 78711-2847 Phone 1.866.918.4481 Fax 1.888.232.2567.

**PURCHASER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1-2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS IN SECTIONS 20 AND 21 OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. PURCHASER AGREES THAT THE INSPECTION GRAPH AND THE WOOD DESTROYING ORGANISM APPLICATION RECORD PROVIDED TO PURCHASER CONSTITUTES PART OF THIS AGREEMENT AND IS FULLY INCORPORATED BY REFERENCE.**

Purchaser Name: SILVER VALLY HIGH SCHOOL Purchaser (Signature):  Date: 6-8-22

Representative Name: KAREN, MICHAEL Representative (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Terminix Branch Phone: 7602412525 Terminix Branch Charter No.: \_\_\_\_\_

Terminix Branch Address: 12402 INDUSTRIAL BLVD STE 4 BLDG G, VICTORVILLE, CA 92395-5871



# TERMS AND CONDITIONS

1. **CALIFORNIA-ONLY CONSUMER INFORMATION:**
  - a) **CAL. BUS. & PROF. CODE §8516 REQUIREMENT.** Terminix shall conduct a full inspection of the Structure for wood destroying pests and organisms and provide a written report to Purchaser within ten (10) business days of the date of the inspection and prior to commencing the provision of any services under this Agreement in accordance with Cal. Bus. & Prof. Code §8516.
  - b) **NOTICE OF WORK COMPLETED AND NOT COMPLETED.** Within ten (10) business days of the date of the completion of the initial fumigation service, Terminix will file with the California Structural Pest Control Board and furnish to Purchaser a copy of the written Notice of Work Completed and Not Completed in accordance with Cal. Bus. & Prof. Code §8518 and Title 16, Article 4, §1996.2 of the California Code of Regulations respectively.
2. **GENERAL DESCRIPTION.** By executing this Drywood Termite Defend System Service Plan (hereinafter the "Agreement"), Purchaser and Terminix agree that: a) Terminix shall provide the Services (as defined below) at the Structures identified on page 1 of this Agreement and b) Purchaser shall pay Terminix the Fees stated on the face of this Agreement in exchange for the Services.
3. **INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the Effective Date, as indicated above and shall continue for one year (the "Initial Term"), unless terminated earlier as set forth herein. The Purchaser may extend the Initial Term for additional one-year periods (each a "Renewal Term") for so long as Purchaser owns the property described on the Inspection Graph by paying the Renewal Term Fee set forth in this Agreement prior to the expiration of the Initial Term or any Renewal Term. The Renewal Term Fee shall remain fixed for the first Renewal Term. However, Terminix has the right to modify the Renewal Term Fee applicable to any Renewal Term following the first Renewal Term upon thirty (30) days' prior written notice to Purchaser.
4. **FEES.** Purchaser shall pay the fees for the Initial Term and any prepaid Renewal Term based upon the Payment Option selected by Purchaser. Purchaser shall pay the fees for any subsequent Renewal Term in the form of check, credit card, money order or any other payment form acceptable to Terminix.
5. **INSPECTION GRAPH.** This Inspection Graph, prepared by Terminix and provided to Purchaser, 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 identified on the Inspection Graph. In addition, hidden damage or infestation 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 or infestation was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises depicted in the Inspection Graph represents the entirety of the damage or infestation which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any damages to the Structures 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 the Inspection Graph. If X (circled or not) appears on the Inspection 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.
6. **LIMITED PLAN SERVICES; NO COVERAGE FOR DAMAGES.** The sole obligations of Terminix under this Agreement are to: (a) Apply a treatment, consisting of any chemical and/or non chemical products as deemed necessary by Terminix to provide mitigation against and/or control of Drywood termites to certain areas of the Structure(s) as identified by Terminix, in its sole discretion (hereinafter the "Service(s)"); (b) Provide additional Services to the Structure(s) following the commencement of each Renewal Term, as deemed necessary by Terminix, to provide ongoing mitigation and/or for control of Drywood termite activity in the Structure(s); and (c) Inspect the Structure(s), as consistent with the terms of this Agreement and/or at any time upon the reasonable request of Purchaser for Drywood termite activity. THIS AGREEMENT DOES NOT COVER, AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY DRYWOOD TERMITES, SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SSP.*, *HETEROTERMES SSP.*), ASIAN TERMITES (*COPTOTERMES GESTROI SSP.*), FORMOSAN TERMITES (*COPTOTERMES SSP.*), OR ANY OTHER WOOD-DESTROYING ORGANISMS, INCLUDING, BUT NOT LIMITED TO, DAMPWOOD TERMITES, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE APPLICATION OF THE SERVICES.
7. **ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Structures for any purpose contemplated by this Agreement including, but not limited to, reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix. The failure to allow Terminix such access will allow Terminix to terminate this Agreement without further notice.
8. **PURCHASER RESPONSIBILITIES.** Purchaser's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Purchaser, and are not corrected by Purchaser, Terminix cannot ensure effective Services. If Purchaser fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Purchaser as an extra charge. Purchaser agrees to pay Terminix according to these Terms and Conditions. Purchaser agrees to provide access to work areas of the Structures during working hours. The failure to allow Terminix and/or Provider such access will allow Terminix to terminate this Agreement without further notice. Purchaser agrees that if Purchaser or anyone Purchaser controls interferes with or delays performance of the Services, Purchaser may be subject to additional fees.
9. **PURCHASER SATISFACTION.** Subject to Purchaser's Cooperation (as defined below), if Purchaser is not satisfied with the services rendered, upon the request of Purchaser and as Purchaser's sole and exclusive remedy, at no additional cost(s) to Purchaser Terminix shall reapply and/or retreat pesticides to the Structure(s) as is reasonably necessary to control for and mitigate against acute infestations of Standard Pests and/or Premium Pests, as the case may be..
10. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** 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. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY DRYWOOD TERMITES, OTHER THAN AS SPECIFICALLY STATED HEREIN. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING ANY TREATMENTS
11. **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.
12. **ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structure(s) described on the Inspection Graph as of the Effective Date. If the Structure(s) are structurally modified, altered or otherwise changed (collectively "Alterations"), Purchaser must provide Terminix with written notice of such Alterations within ten (10) days of the occurrence of such Alterations. Purchaser's failure to provide such notice will provide Terminix the option to terminate this Agreement, at its sole discretion. 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 treatments as a result of the Alterations. Terminix reserves the right to increase the Renewal Term Fee as a result of the Alterations.
13. **OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structure(s), Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the Renewal Term Fee 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 of the revised Renewal Term Fee, this Agreement will terminate automatically as of the date of the change of ownership.
14. **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. Additionally, Terminix shall not be liable to Purchaser and this Agreement shall be automatically terminated in the event the Structure(s) are destroyed or substantially damaged due to an event beyond Terminix's reasonable control including, but not limited to, acts of God, fires, storms, hurricanes, floods or earthquakes.
15. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Terminix will not be responsible for, damage resulting from or services required for: (a) termites and/or any other wood-destroying organisms, except as specifically provided herein in this Agreement; (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 to Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation.
16. **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 Renewal Term Fee or terminate this Agreement.
17. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement without notice. 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.
18. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this 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 Agreement. Renewal of this Agreement will constitute acceptance of any such changes.
19. **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.
20. **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](http://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 be within the state where the customer's property, that is the subject of the services provided, is located.
21. **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.
22. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 20 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act and Federal law, 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.
23. **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.





Contract #: 85003-060622205906-2378

### ONE-TIME HEAT TREATMENT FOR DRYWOOD TERMITES

**THIS AGREEMENT PROVIDES FOR A ONE-TIME HEAT TREATMENT OF A STRUCTURE TO CONTROL FOR INFESTATIONS OF DRYWOOD TERMITES (KALOTERMES SPP., INCISITERMES SPP., CRYPTOTERMES SPP.) BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY SUCH DRYWOOD TERMITES.**

Purchaser SILVER VALLY HIGH SCHOOL Home Phone 7602541350 Work Phone \_\_\_\_\_  
 Purchaser Mailing Address \_\_\_\_\_  
 Property Address 35484 DAGGETT YERMO RD, YERMO, CA 92398-0409  
 Description of Structure(s) Covered Other Email nbanks@svusdk12.net

#### SERVICE / PAYMENT TERMS


HEAT TREATMENT CHARGES*	\$	8484.00
*Excludes tax (if applicable)		

**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.**

**Purchaser acknowledges, accepts and agrees that:**

- Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state-required disclosures for the fumigant(s), which will be used to treat the above-named property.
- Terminix has provided the Purchaser with an *Inspection Graph* as described in Section 4 of the Terms and Conditions on page 2 of this Agreement, which is a part of this Agreement and is incorporated by reference herein.
- Terminix has provided to Purchaser for review and execution the *Wood Destroying Pests and Organisms Inspection Report* as required by Cal. Bus. & Prof. Code §8516, which is a part of this Agreement and is incorporated by reference herein.
- Terminix has provided the Purchaser with *Notice to Owner/Tenant* as required by Cal. Bus. & Prof. Code §8538.

**Purchaser accepts and agrees to the Terms and Conditions of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 18 and 19 of the Terms and Conditions of this Agreement:**

Purchaser Name: SILVER VALLY HIGH SCHOOL Purchaser (Signature):  Date: 6-8-22

Representative Name: KAREN, MICHAEL Representative (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Terminix Branch Phone: 7602412525 Terminix Branch Charter No.: \_\_\_\_\_

Terminix Branch Address: 12402 INDUSTRIAL BLVD STE 4 BLDG G, VICTORVILLE, CA 92395-5871

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1.800.TELLTMX (1.800.835.5869).

# TERMS AND CONDITIONS

1. **INITIAL INSPECTION.** Terminix shall conduct a full inspection of the Structures for wood-destroying pests and organisms and provide a written report to Purchaser within ten (10) business days of the date of the inspection and prior to commencing the provision of any services under this Agreement in accordance with Cal. Bus. & Prof. Code §8516.
2. **NOTICE OF WORK COMPLETED AND NOT COMPLETED.** Within ten (10) business days of the date of the completion of the initial heat treatment service, Terminix will file with the California Structural Pest Control Board and furnish to Purchaser a copy of the written Notice of Work Completed and Not Completed in accordance with Cal. Bus. & Prof. Code §8518 and Title 16, Article 4, §1996.2 of the California Code of Regulations respectively.
3. **FEES.** Purchaser shall pay the fees for the initial treatment with the Heat Treatment System based upon the Payment Option selected by Purchaser.
4. **INSPECTION GRAPH.** This Inspection Graph, prepared by Terminix and provided to Purchaser, 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 identified on the Inspection Graph. 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 depicted in the Inspection Graph 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 the Inspection Graph. If X (circled or not) appears on the Inspection 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.
5. **LIMITED PLAN SERVICES; NO COVERAGE FOR DAMAGES.** THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY DRYWOOD TERMITES, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE DATE OF INITIAL TREATMENT WITH THE HEAT TREATMENT SYSTEM. The sole obligation of Terminix under this Agreement (hereinafter the "Services") is as follows: (a) Treat the Structures as described on the Inspection Graph attached to this Agreement with the Terminix Heat Treatment System (the "Heat Treatment System"); and (b) During the ninety (90) day period immediately following the date of initial treatment, if requested by Purchaser, conduct a full inspection of the Structures for termite activity and retreat with the Heat Treatment System, if necessary, to control for infestations of Drywood Termites, as determined by Terminix in its sole discretion. Subsequent to the ninety (90) day period, Terminix has no obligation to re-inspect the Structures. This Agreement expires ninety (90) days following the date of initial treatment and may not be renewed or extended by Purchaser. All corrections of infestations or infections covered by this control services agreement shall be completed within 6 months of discovery, unless otherwise agreed to in writing by the parties.
6. **PROTECTION AGAINST DRYWOOD TERMITES.** PURCHASER ACKNOWLEDGES THAT THE FOLLOWING WOOD-DESTROYING ORGANISMS COULD INFEST OR INFECT PURCHASER'S STRUCTURES: (A) SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SSP.*, *HETEROTERMES SSP.*) AND FORMOSAN TERMITES (*COPTOTERMES SSP.*); (B) DRYWOOD TERMITES (*KALOTERMES SSP.*, *INCISITERMES SSP.*, *CRYPTOTERMES SSP.*); (C) DAMPWOOD TERMITES (*ZOOTERMOPSIS SSP.*, *NEOTERMES SSP.*); (D) CARPENTER ANTS AND CARPENTER BEES; (E) WOOD-BORING AND/OR POWDER-POST BEETLES; AND (F) WOOD-DECAY FUNGI. THE TERMINIX HEAT TREATMENT SYSTEM ONLY CONTROLS FOR AND PROTECTS THE STRUCTURES FROM DRYWOOD TERMITES (*KALOTERMES SSP.*, *INCISITERMES SSP.*, *CRYPTOTERMES SSP.*) (COLLECTIVELY "DRYWOOD TERMITES") INFESTATIONS. THE HEAT TREATMENT SYSTEM DOES NOT CONTROL OR PROTECT THE STRUCTURES FROM SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SSP.*, *HETEROTERMES SSP.*) AND FORMOSAN TERMITES (*COPTOTERMES SSP.*) INFESTATIONS OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, DAMPWOOD TERMITES, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI.
7. **ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Structures for any purpose contemplated by this Agreement including, but not limited to, reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.
8. **PURCHASER COOPERATION.** Purchaser's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Purchaser and are not corrected by Purchaser, Terminix cannot ensure effective Services. If Purchaser fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Purchaser as an extra charge.
9. **PURCHASER SATISFACTION.** Subject to Purchaser's Cooperation (as defined above), if Purchaser is not satisfied with the services rendered, upon the request of Purchaser and as Purchaser's sole and exclusive remedy, at no additional cost(s) to Purchaser Terminix shall reapply and/or retreat pesticides to the Structure(s) as is reasonably necessary to control for and mitigate against acute infestations of Standard Pests and/or Premium Pests, as the case may be.
10. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** 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. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY SUBTERRANEAN TERMITES. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING ANY TREATMENTS.
11. **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.
12. **IMPLEMENTATION OF HEAT TREATMENT SYSTEM.** Purchaser understands and agrees that the installation of the Heat Treatment System shall be determined by Terminix, in its sole discretion, based upon its review and analysis of the Structures and surrounding areas. Purchaser hereby releases Terminix from any and all claims of damage to the Structure and surrounding areas as a result of the installation of the Heat Treatment System. If Purchaser fails and refuses to allow Terminix to properly install the Heat Treatment System as determined by Terminix in its sole discretion, this Agreement shall automatically terminate.
13. **ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structures described on the Inspection Graph as of the date of the initial treatment of the Heat Treatment System. If the Structures is modified, altered or otherwise changed, (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 Heat Treatment System treatment as a result of the Alterations.
14. **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.
  - (b) **ADDITIONAL DISCLAIMERS.** This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for: (a) termite and/ or any other wood-destroying organisms, except as specifically provided herein; moisture conditions including, but not limited to, fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; 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.
15. **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 terminate this Agreement.
16. **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.
17. **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.
18. **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](http://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.
19. **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.
20. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 18 of this Agreement 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.
21. **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 or statements 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.



### Summary of Charges

	Product	Renewals	Amount	Tax	Discount	Total Amount
Initial Term	Drywood Defend Plan		\$1999.00	\$0.00	\$0.00	\$1999.00
Special Charges	Heat Treatment		\$8484.00	\$0.00	\$0.00	\$8484.00
<b>Grand Total:</b>						\$10483

Product	Merchandise	Quantity
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### Purchaser Payments

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

\$

### Authorization

**Purchaser Name:** SILVER VALLY HIGH SCHOOL      **Purchaser (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**AUTOPAY:** Purchaser authorizes Terminix and affiliates including SMAC to automatically debit Purchaser's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix's receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser's obligations under this Agreement.

### Terminix Authorization

**Purchaser Name:** SILVER VALLY HIGH SCHOOL      **Purchaser (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_

### SMAC Authorization



**Purchaser Name:** SILVER VALLY HIGH  
SCHOOL

**Purchaser (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_

# HEAT PREPARATION CHECKLIST



Articles that are impractical to remove may either be wrapped up with an insulating material or moved to an area of the structure where cool air may be circulated around said article to ensure safe temperatures.

**Please remove the following items from the treatment area:**

- Persons, plants and animals
- Candles, wax, crayons, lipstick and other meltable cosmetics Vinyl blinds and shutters
- Arts and craft items that are assembled with hot melt glue Photographs in open areas
- Aerosol cans, fire extinguishers, lighters and other combustible items Musical instruments (may de-tune due to expansion and contraction)
- Fresh fruits and vegetables, chocolates, carbonated beverages, wines, liquors, vitamins and medicines
- In lieu of removal, small items may be placed in a refrigerator.
- Oil paintings and acrylic paintings
- Antique furniture with a fragile finish or fragile glue points Electronics such as televisions, computers and cable boxes
- In lieu of removal, these items may simply be unplugged.
- Vinyl LPs
- Vegetation near house that is not trimmed back at least 12 inches, where possible

It is the owner's or agent's responsibility to notify our company of the presence of the following items: fire sprinklers, heat sensors, vinyl wallpaper, vinyl and Plexiglas' windows, vinyl rain gutters, attached vinyl fencing, PVC Edgebanded or ThermoFoil cabinets, Ikea-style furniture and "self-stick" floor tile or any other items that could be affected by heat. Also, please remove batteries from smoke detectors. Sprinkler systems should be turned off and drained, as well, and heat-sensitive components should be removed at the customer's expense.

**NOTE: If the areas to be treated are not prepared according to this notice, a preparation fee and/or a reschedule fee (\$200 minimum) may be assessed.**

## REQUIREMENTS AND CONDITIONS

This company assumes no liability for damage to structure(s) not built to local codes or for faulty gas meters, pipes or wires. **It is necessary to have access to electrical power.** As the perimeter of the structure(s) and sometimes the roof must be walked on during the course of treatment, we are not responsible for solar panels or related plants and shrubs on or adjacent to the structure(s) being treated. We are not liable for damage to old, oxidized or improperly applied, peeled or chipped finishes.

I, the undersigned, have read, reviewed and agreed to all of the provisions contained herein and have acknowledged receipt of a copy of this safety notice. In the event that I do not comply with the requirements of this notice, I agree to hold the licensed Company/Operator, and any others involved in the completion of stated treatment, harmless of any liabilities connected with this treatment.

SILVER VALLY HIGH SCHOOL

6-8-22

**Owner/Agent Name**

**Signature**

**Date**



VICTORVILLE  
 12402 INDUSTRIAL BLVD STE 4 BLDG G  
 VICTORVILLE, CA 92395-5871  
 7602412525

Contract #: 85003-060622205906-2378

Inspection Date: 06/06/2022

Inspector: KAREN, MICHAEL

## BEING A TERMINIX CUSTOMER HAS ITS BENEFITS.

### MANAGE YOUR ACCOUNT 24/7.



Manage your Terminix account around the clock on your computer, tablet or smartphone. Just sign up and [Terminix.com/my-account](https://www.terminix.com/my-account).

- **MOBILE-FRIENDLY ACCESS:**  
Access your account from anywhere
- **MANAGE UPCOMING APPOINTMENTS:**  
View and schedule service visits
- **UPDATE YOUR PROFILE:**  
Update your payment and contact info
- **SIMPLE PROTECTION PLAN RENEWALS:**  
Maintain your plan without the hassle

### MAKE PAYMENTS WORRY-FREE.



Save time and money with **AutoPay**. Payments are automatically charged to your preferred payment method when they're due so there's no need to worry about another bill.

### HAPPY WITH YOUR SERVICE? PASS THE WORD ALONG.



Want to earn a credit on your next service? Recommend Terminix to your friends and family. Ask your technician for more details.

### FIND OUT WHAT PEOPLE ARE SAYING.

#### CONSUMER AFFAIRS

Find reviews and ratings by other customers.  
[consumeraffairs.com/homeowners/terminix](https://www.consumeraffairs.com/homeowners/terminix)

