

OCCUPANTS FUMIGATION AND PESTICIDE DISCLOSURE

JOB ADDRESS: _____ CITY: _____

Dwelling: Single Multifamily Other: _____

Owner/Agent: _____

Tel No: _____ Emergency No.: _____

Occupant: _____

Tel No: _____ Emergency No.: _____

Prime Contractor: **Fumigation Direct Inc** Emergency No.: **(760) 521-0327**

Fumigation Contractor: **San Diego Fume Works Co Inc**

Target Pest(s): Drywood Termites Beetles Other _____

Fumigants Proposed to be used: Methyl Bromide Sulfuryl Fluoride-(*Vikane*TM) Other _____

Are you aware of any conduits, pipes, common drains air ducts, central vacuum systems or any other construction elements that would allow the passage of the fumigant from the structure to be fumigated to any other adjoining or adjacent structure?

CHLOROPICRIN WILL BE USED AS A WARNING AGENT WITH EITHER FUMIGANT

Dates of Fumigation: _____ Date changes/ Alternative Date: _____
Initials: _____

IMPORTANT- READ CAREFULLY

THIS BUILDING WILL BE FUMIGATED WITH LETHAL GASES ON THE DATE(S) INDICATED ABOVE. ALL PERSONS AND ANIMALS MUST VACATE THE PREMISES ON OR BEFORE ARRIVAL OF THE FUMIGATION CREW.

UNDER NO CIRCUMSTANCES CAN ANYONE ENTER THE BUILDING UNTIL THE FUMIGATION COMPANY'S NOTICE IS POSTED GIVING THE TIME AND DATE FOR SAFE RE-ENTRY.

"State law requires that you be given the following information: CAUTION- PESTICIDES ARE TOXIC CHEMICALS. Structural pest control companies 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 you experience symptoms of dizziness, headache, nausea, reduced awareness, slowed movement, garbled speech or difficulty in breathing, leave the structure immediately and seek medical attention by contacting a physician or Poison Control Center (800) 876-4766 and notify your pest control company. The warning agent, chloropicrin, can cause symptoms of tearing, respiratory distress and vomiting. Entry into the space during fumigation can be fatal.

For further information, contact any of the following:

Your pest control company- Fumigation Direct Inc 760-521-0327; for Health Questions- The County Health Department (619) 692-8499; For Application Information- the County Agricultural Commissioners (858) 694-8980 and for Regulatory Information the Structural Pest Control Board, 800-737-8188, 2005 Evergreen St., Ste 1500, Sacramento Ca 95815.

FOR HEALTH QUESTIONS:

County Health Dept. Public Health Services	County Agricultural Commissioner	Poison Control Center	Structural Pest Control Board
San Diego (619) 692-8499 Orange (714) 433-600 Riverside (888) 722-4234 Los Angeles (626) 430-5200 San Bernardino (800) 442-2283	San Diego (858) 694-8980 Orange (714) 955-0100 Riverside (951) 955-3000 Los Angeles (626) 443-6652 San Bernardino (909) 387-2105	(800) 876-4766 (800) 222-1222	(800) 737-8188

I hereby acknowledge receipt of a copy of this document as well as a list that includes the instructions for necessary preparations for the fumigation, procedures for leaving the structure, and the following documents:

Vikane Fact Sheet Plant & Roof Waiver Tile Agreement Neighbors Release Fumigation Check Off List Security Waiver

We suggest that you notify neighbors of the date of fumigation and keep pets away during the fumigation. Close off any open access to the subareas to prevent pets from entering.

Owner or Agent: X _____ Date: _____

Occupant: X _____ Date: _____

Terms and Conditions

IT IS RESPONSIBILITY OF THE OWNER, OCCUPANT, OR OWNER'S AGENT TO HAVE ALL ITEMS ON THIS LIST DONE BEFORE THE CREW ARRIVES; FAILURE TO DO SO MAY POSTPONE THE FUMIGATION.

(Initial)

1. [REDACTED] Remove all people from the property to be fumigated. Remove all pets (including fish and birds). Animals must be removed from the yard (cats included).
2. [REDACTED] Remove all Foods, feed and medicines not factory sealed in glass or metal containers, this includes anything that might be orally ingested, such as candy and gum. It also includes foods in freezers and refrigerators. When and if available **Nylofume Bags (NOT trash bags)** may be used in lieu of removal. **ANY FOOD OR MEDICINES NOT FACTORY SEALED IN GLASS OR METAL CONTAINERS THAT IS LEFT BEHIND WILL BE BAGGED AT A \$10 PER BAG COST OR WILL BE THROWN OUT! YOU WILL NOT BE REIMBURSED FOR ANY LOSS.**
3. [REDACTED] **IN CASE OF RAIN OR STRONG WINDS OR PROPERTY NOT BEING PROPERLY PREPARED FOR THE FUMIGATION, THE JOB WILL BE POSTPONED. IF THE JOB IS POSTPONED AND RE-SCHEDULED FOR ANOTHER DAY, OR IF FOR ANY REASON A PROPERTY IS TO BE REFUMIGATED AGAIN, NEITHER THE PRIME CONTRACTOR NOR THE FUMIGATION LICENSEE IS RESPONSIBLE FOR FOOD AND LODGING FOR ALL OCCUPANTS AND OR PETS EITHER DAY. PLEASE LEAVE AN EMERGENCY PHONE # WHERE YOU CAN BE REACHED SHOULD THIS OCCUR.** We do not wish to inconvenience you by having you wait for our arrival the day of the fumigation. When you decide on a date, make arrangements with regard to KEYS AND OCCUPANTS NOTICE. If you choose to wait for our arrival, a TIME FRAME will be made available the evening before the day of your fumigation.
4. [REDACTED] **Remove baby mattresses enveloped with plastic. Water beds excluded. Remove Plastic covers from mattresses.**
5. [REDACTED] If vehicles, boats, trailers, campers, etc are left in garages/ carports during fumigation they must be **unlocked and have windows rolled down at a minimum of 3 inches for aeration purposes**
6. [REDACTED] **Prior to fumigation the building owner must: Cut all trees, bushes, ivy and other plants back a minimum of one foot (12"-18") from the building perimeter. Pull back all decorative bark and gravel a minimum of one foot away from the building perimeter. Remove all plants from under patio covers and attached decks. Wet down the path in the soil along the building foundation. The added moisture allows for an improved ground seal and helps protect any plant root systems nearby. Remove all antennas mounted to the structure. If we remove them OR work around them we will assume NO responsibility for any damage or alignment.**
7. [REDACTED] The occupant must turn off any air conditioning unit. All burglar movement censored alarms, exterior lights on timer, and automatic sprinklers systems must be turned off. **ELECTRICITY AND WATER MUST BE TURNED ON DURING THE FUMIGATION.**
8. [REDACTED] We must have access to all areas within the structure, including rooms or garage kept locked, if walk in or larger safes exist, you **MUST** be present to open safe for our inspection before re-locking the safe. **THIS IS REQUIRED BY LAW.** For insurance purposes, we request you take with you any articles of value you deem necessary, such as jewelry, furs, collectibles, etc. We are not responsible for items lost in Break-In Intrusions. It is owners sole responsibility to have available to occupants of structure being fumigated renters insurance and/ or homeowners insurance.
9. [REDACTED] **We do not provide on-site security except as required by state and local ordinance and does not assume any responsibility for care and custody of the property in case of vandalism, breaking or entering. We must advise you of the possibility of burglary does exist during the fumigation and aeration procedure as it does any time you leave your home, and as such our insurance does not cover malicious vandalism or theft; if the home owner or occupants wishes such security, it would be at his/her additional expense for such arrangements, and is NOT the liability of the Prime contractor or Fumigation Company. We also recommend that you contact your home insurance agent and verify insurance coverage protection against theft, loss, damage or vandalism to your property.**

10. **_____** The roof surfaces and perimeter of the building must be walked upon. Where old brittle wood shingles, old shake, old composition, new or old tile, aluminum or Specialty roofs are present, there will be damage. Neither the Prime Contractor or Fumigation Company will assume liability or responsibility for such damage or consequential damage that occurs to roofs or roof coverings and areas below. Nor do they assume liability for gutters, electrical wiring, patio, and awning coverings, skylights, solar heating panels or related plumbing, living plants, trees or landscape at / adjacent to the subject property.
11. **_____** Due to the fragile nature in which mobile homes are constructed, some damage may occur to CARPORTS, ROOF RAILS, SIDINGS, AWNINGS OR TRIM. For some homes decorative ground cover will be disturbed and plastic beneath ground covering may be torn in order to get a proper ground seal. We can assume no liability or responsibility for replacement or repair of same.
12. **_____** Where climbing plants, fences, trellises or vines must be detached from the building (s) or any plants, trees, vines, grass etc. that must be covered during fumigation dies or there is damage, we assume no liability or responsibility for replacement of same.
13. **_____** Fumigation where masking tarp is used ("tape" fumigation in lieu of "Tarp" fumigation) and where the painted surface is old or oxidized may result in some peeling of paint. Some painted surfaces will chip or peel if the undercoating was not properly applied, even though these surfaces appear to be in good condition. (Tape we use will not peel paint that is properly applied), therefore we assume no responsibility for any such damage. Spray glue used to help tape adhere to surface may also leave marks; we assume no responsibility for any such damage.
14. **_____** All exterior doors (including water heater cabinet) to the building MUST be able to be locked; if no clasp or lockable devices exist, state law requires nailing the doors shut, if the homeowner or his/ her agent has not provided such locks, and nailing is then performed by the fumigation company, we will not assume any liability for damage to door jam. Nailing or locking is required to keep out any person such as small children from being accidentally trapped inside.
15. **_____** If tarping the building will require entrance to your neighbor's yard by the fumigators, the neighbors pets must be removed or tied up in the yard to allow our crew access; it will be up to YOU to inform your neighbor(s) of the impending fumigation and date and your lacking to do so will not be our liability; also your neighbor's plant may be affected if growing on /or directly adjacent to your building; please acquire your neighbor's signature and have him/ her sign the neighbor release waiver if your property requires it.

This notice has been printed in the ENGLISH language. By signature hereon, the homeowner, agent, or occupant(s), agrees that he/she has had this form explained in their native tongue by their own interpreter.

I/we the undersigned have read, reviewed, and agree to all the provisions contained herein and have acknowledged receipt of an exact copy of this "Occupants Fumigation Notice". In case that I/we do not comply with the requirements stated herein, I/we agree to hold the Prime contractor and San Diego Fume Works Co. harmless of any liabilities connected with the fumigation procedure. I/we further stipulate that if the building (s) have tenant occupants, that I/we, or authorized agent or manger, has/will disperse copies of this Notice to all such occupants by the use of US Mail, posting on front door, or hand direct delivery.

THIS OCCUPANT NOTICE MUST BE SIGNED AND IN THE POSSESION OF OUR CREW PRIOR TO COMMENCEMENT OF FUMIGATION, FAILURE TO DO THIS WILL POSTPONE THE FUMIGATION.

X _____ TITLE: _____ DATE: _____

KEY ARRANGEMENTS:

I WILL MEET CREW WITH KEY ON THE DATE OF **(SELECT ONE)**

If NO I will leave key at _____

Key to be returned to _____ upon completion.



**WAIVER, RELEASE AND DISCHARGE OF CLAIMS FOR ROOF DAMAGE ON
(COMP, METAL, SHAKE, FIBER COMPOSITE, ETC. EXCLUDING TILE ROOF)**

***see separate waiver for Tile Roofing

Date of Fumigation: _____

Property Address to be fumigated: _____

Fumigation Direct Inc and/ or their subcontractor San Diego Fume Works Co Inc. expects to cause some damage to your roof while performing fumigation services. We will use care when working on your roof; however, given the nature of the fumigation process, it is probable that some damage will occur. In some cases, the amount of damage can range from minimal to extensive. The amount of damage that occurs is dependent on the maintenance, type, age and/or condition of the roof. While we may be able to provide a rough estimate of the amount of damage that may occur, this estimate is based solely on past experiences and the amount of damage that has occurred to comparable roofs. Under no circumstances should any estimate given be misconstrued as a guarantee to the amount of damage that may occur. **In addition, as specified in the terms, conditions, and liabilities, there is potential damage to attached gutters, wiring, patio and awning covers, antennas, chimneys, solar heating panels and related plumbing.**

I hereby waive, release and discharge Fumigation Direct Inc and/ or their subcontractor from any and all responsibility or liability for tile or other types of roof damage that may be caused during the fumigation services, as well as any and all consequential property damage which may develop as a result of the fumigation services, as well as any and all pre-existing roof damage.

Acceptance of Release:

_____ **X** _____ Date: _____
Printed Name of Owner, Co-Owner Signature of Owner, Co-Owner or Agent
Or Authorized Agent

Waiver, Release and Discharge of Claims for Plant Damage

Date of Fumigation: _____

Property Address to be fumigated: _____

Fumigation Direct Inc and/ or their subcontractor San Diego Fume Works Co Inc. may cause damage to plants located within 18" of the exterior perimeter of the building to be fumigated. The owner, tenant, or occupant should soak the soil within at least 12" from the foundation outward the evening before the fumigation. All plant growth should be cut back at least 18' from the building. Any plant life that is vined, climbing, trellising or attached to the structure by any other method, or cannot be removed due to size, will have to be covered and will die.

I hereby waive, release and discharge Fumigation Direct Inc and/ or their subcontractor San Diego Fume Works Co Inc. from any and all responsibility or liability for plant damage that may cause during the fumigation services, as well as any and all pre-existing plant damage.

Acceptance of Release:

_____ **X** _____ Date: _____
Printed Name of Owner, Co-Owner Signature of Owner, Co-Owner or Agent
Or Authorized Agent



FUMIGATION ADDENDUM GAS SHUT OFF & RESTORE

This is to advise you that new Department of Transportation Operator regulations became effective October 28, 2002. This regulation states that utility personnel only must perform natural gas service closure and restoration at fumigation sites.

GAS TURN OFF

Fumigation Direct Inc will arrange with San Diego Gas & Electric for gas shut-off.
ALL FUMIGATION ORDERS WILL BE TURNED OFF THE MORNING OF YOUR
SCHEDULED FUMIGATION BETWEEN (8-12 PM)

Note to Occupant:

- YOU MUST ENSURE THAT YOUR GAS METER IS ACCESSIBLE TO THE GAS COMPANY NO LATER THAN THE AFTERNOON BEFORE YOUR FUMIGATION. UTILITY PERSONNEL MUST HAVE CLEAR ACCESS TO YOUR GAS METER.

This means that the path to, and area around the gas meter must be cleared of any blockage items, no plants, no dogs, no locked gates or anything that can impede the utility personnel from shutting off the gas for the commencement of fumigation.

The avoidance of this step can pose a potential for cancellation of the scheduled fumigation services. Your help in this is surely appreciated.

GAS TURN ON

- OWNER/OCCUPANT must contact SDGE to schedule gas TURN ON.

The gas company will re-light all appliances when they turn the gas back on thus your permission for access entry to your home is required an adult must be present or key arrangements must be made with gas company.

Please DO NOT REMOVE the re-entry notice on meter and front door until your restore has been completed.

Please call with 48 hrs in advance

San Diego Gas & Electric

1-800-411-7343

Schedule your Restore order for:

I Acknowledge the Receipt of this Information and have read thoroughly the information above:

X _____
Signature of Owner, Co-Owner or Agent

Date: _____



FUMIGATION SECURITY NOTIFICATION/AGREEMENT

As stated in the "Terms and Conditions" the prime termite contractor Fumigation Direct Inc and its fumigation subcontractor San Diego Fume Works Co Inc do not provide security for your building(s) or contents during fumigation and suggests that you remove your valuables from the property.

Due to difficult economic conditions the risk of having a house or apartment burglarized during fumigation has increased. Although precautions are taken during the fumigation process to prevent unauthorized entry, these precautions may not deter a determined burglar.

We suggest you take the following steps to provide security for your building and contents:

- 1. Remove valuables from your property prior to the fumigation process such as money, jewelry, credit cards, antiques, important documents, etc.;**
- 2. Notify your trusted neighbors that your home is being fumigated and for them to call the police if they witness and suspicious activity;**
- 3. Notify your local police department and request "Extra Patrol" while your home is being fumigated;**
- 4. Hire a private security company to patrol your home, apartment building or commercial building;**

Although break-ins and burglaries during fumigation are not daily occurrences we present the following security options for your consideration.

Please review your choices, make a selection by initialing the option you choose; sign and return a copy of this form.

_____ 1. I elect to provide My own security for the period of the fumigation.

_____ 2. I elect to have no security during fumigation.

_____ **X** _____ Date: _____
Printed Name of Owner, Co-Owner, Agent Signature of Owner, Co-Owner or Agent

**For multiple units please attached signature pages for all residents indicating their agreement.
(Rev 8-12)**



PREPARING YOUR PETS FOR FUMIGATION

_____ I do not have a pet cat or any other pets

_____ I DO have pet(s). How many cats? _____ How many Dogs? _____

On the date of my fumigation and throughout the fumigation process, my pet(s) will be:

___ **In my possession and away from the fumigated structure or** ___ **boarded in a kennel.**

As you prepare your home for its upcoming fumigation, we want to remind you of a sometimes overlooked item, your pet. Cats are unique pets as they have a propensity to come and go as they please. Unlike a dog or other pets, cats prefer to be left with little to no attention to them. Having this freedom causes a variety of reactions when your pet becomes stressed. You may have noticed that as their environment changes or as a stranger enters their "area," your pet may act odd or run and hide in a familiar place. They even may find a new hiding place being that they are scared. The entire fumigation process beginning when you start to prepare your home; may cause your pet to hide more sometimes making them impossible to find prior to your home being fumigated. You may get so distracted with completing the preparation that you may forget your pet, especially a cat. Should this situation occur and the cat or small dog is not visible to the fumigator, it will result in a very unfortunate ending. Fumigation Direct Inc and its fumigating subcontractor San Diego Fume Works Co Inc. hopes to prevent this from occurring by reminding you of the importance of removing all of your pets, including cats, during the fumigation process.

Note: If you do not own a cat, you may have a neighbor whose pet roams the neighborhood. To help reduce any situations with neighborhood pets, we recommend that you communicate with your trusted neighbors about your fumigation dates and that you seal off any openings to spaces that would allow domestic animals access, such as exterior sub-area vents, access openings or vents.

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Release of Liability for FOOD

Date of Fumigation: _____

Property Address to be fumigated: _____

This is to inform you that all food needs to be bagged up or removed before the fumigation crews arrival. Fumigation Direct Inc. and/or its subcontractor will not be responsible for any food left behind. State regulations require that all food within a fumigated structure be disposed of if it is left behind. **IF ANY FOOD IS BAGGED BY THE FUMIGATION CREW ONSITE A RATE OF \$10 PER BAG WILL BE CHARGED.**

Please make note to prepare all food as outlined in the food bagging instructions provided to avoid any food bagging fees.

Acceptance of Releases of Liability for FOOD & PET Preparations:

_____ **X** _____ Date: _____

Printed Name of Owner, Co-Owner or Agent

Signature of Owner, Co-Owner or Agent