

OCCUPANT'S FUMIGATION NOTICE AND DISCLAIMER

FumeCo Fumigation Services, Inc. Emergency Phone: (855) 838-6326

1. Upon reading this notice (FRONT AND BACK), sign and fill out all required information (FRONT AND BACK), retain the YELLOW copy for your records, and make sure the original signatures (WHITE and PINK COPY) are provided to the fumigation company. FAILURE TO PROVIDE BOTH COPIES FILLED OUT AND SIGNED (FRONT AND BACK) WILL CAUSE THE FUMIGATION TO BE POSTPONED. NO COMPENSATION WILL BE PROVIDED.
2. IT IS THE RESPONSIBILITY OF THE HOME OWNER, OCCUPANT, OR HOME OWNER'S AGENT, TO HAVE ALL ITEMS ON THIS CHECK LIST DONE BEFORE THE CREW ARRIVES; FAILURE MAY POSTPONE THE FUMIGATION.
3. Remove all people from the property to be fumigated:
4. REMOVE VEHICLES/CARS FROM CARPORTS, GARAGES, AND/OR DRIVEWAYS. We are not responsible for damage to vehicles left in the driveways. The wind may cause the tarps to open and hit/damage your vehicle. Cars left in the garage/carports are REQUIRED to have the windows down and the trunks open during the entire fumigation procedure.
5. Remove all interior and exterior plants, whether potted or hanging in/on building(s).
6. Remove all pets (including fish and birds). Animals must be removed from the yard (cats included); the water in the fish tank does not have to be drained.
7. Remove all mattresses enveloped in plastic covers such as baby mattresses, etc. or remove covers (this excludes water beds); open zippered plastic clothes bags.
8. Food, feed, drugs and medicinals (including those items in refrigerators and freezers) must be removed from fumigation site or sealed in highly resistant containers such as glass, metal or double-bagged in "Fume-bags" Place one "Fumebag" inside of another. Fill inner bag with food and medicinals, and as much air as possible. Twist neck of inner bag tightly to approximately 3/8" in diameter. Fold twisted neck back upon itself tightly and wrap with tape, twist-tie or equivalent, press bag to check for leaks. No air should be able to escape. Repeat with outer bag. IMPROPERLY BAGGED OR UNBAGGED FOOD WILL BE BAGGED BY THE FUMIGATOR AT A RATE OF \$25.00 PER BAG, AND/OR REMOVED FOR DISPOSAL.
9. THE OCCUPANT SHOULD SOAK THE SOIL WITH WATER AT LEAST 12 INCHES FROM THE FOUNDATION OUTWARD. THIS CAN BE DONE THE EVENING BEFORE AND MAY HELP TO PROTECT PLANT ROOT GROWTH. CUT BACK PLANT GROWTH WHERE POSSIBLE, 12 TO 18 INCHES AWAY FROM THE EXTERIOR OF BUILDING(S).
10. We must have access to all areas within the structure, including rooms or garages kept locked, SO PLEASE MAKE KEY ARRANGEMENTS BEFORE THE DAY OF THE FUMIGATION. THIS IS REQUIRED BY LAW. Please indicate where the keys are to be left after the fumigation. If walk-in or large safes exist, you must be present to open same for our inspection before relocking the safe.
11. WE REQUEST THAT THE HOME OWNER OR OCCUPANT REMOVE ANTENNAS AND/OR SATELLITE SYSTEMS WHEN POSSIBLE: IF WE MUST REMOVE THEM, WE WILL ASSUME NO RESPONSIBILITY FOR ANY ANTENNA AND/OR SATELLITE SYSTEM DAMAGE OR ALIGNMENT.
12. To ensure complete gas ventilation, the fumigator may sometimes have to open your drawers or cabinet work and closets; you may wish to do this prior to the Fumigator's arrival.
13. We request you remove and take with you any valuables you deem necessary, such as jewelry, furs, etc.
14. It is the responsibility of the Homeowner/Occupant/Agent to contact their local Gas Company to re-establish gas service after the Fumigation. The Gas Company must be contacted no later than twenty-four (24) hours prior to the date requested. The Gas Company does not schedule appointments on Sunday. The Gas Company will not re-establish service with a six (6) hour aeration. FumeCo Fumigation Services, Inc. will schedule the appointment for the disconnection of service. This must be done forty-eight (48) hours prior to the date requested. All fumigations performed on Saturday or Sunday must have gas service disconnected on Friday. This company will perform no fumigations unless the Gas Company has disconnected service. Law requires this. The Gas Company will require a visual inspection of the Re-entry Form that will be posted at the front door. Do not throw this away. The Gas Company will not relight pilots without this form.
15. **Electricity must be on in the structure being fumigated.** If the electricity is turned off when the fumigation crew arrives, this may cause the fumigation to be postponed.
16. Are you aware of any construction elements or connections, such as ducts, pipes, drains, of central vacuum systems that would allow passage of the fumigant to enter any structure that is not under fumigation? If so, you must disclose to termite co. and fumigation company before fumigation date.
17. **Interior/Exterior of structure cannot be painted within 10 days prior to fumigation.**
18. PLEASE READ ALL DISCLAIMERS BELOW. IT IS YOUR RESPONSIBILITY TO UNDERSTAND AND READ THIS FORM PRIOR TO SIGNING. WE ARE NOT LIABLE FOR FAILURE TO READ FORMS.

TERMS • CONDITIONS • LIABILITIES

Due to the fragile nature in which mobile homes are constructed, some damage may occur to carports, roof rails, roofs, or siding. Although the utmost care will be taken, we can assume no responsibility for damage to these areas.

Plants too close (within 12 to 18 inches) to buildings to allow proper sandbagging of tarps may also incur some damage.

The fumigation process is a very labor intensive process. Some events, that are beyond our control, may result in a no kill...i.e. sudden drop in temperatures during the night, wind gusts that may allow "ballooning" of tarp and/or open seams. Please be assured that all professional care will be taken for an effective result. If re-fumigation is needed it will be done at no charge, within the guarantee period; however please be aware that no compensation will be included.

* **WE CAN ASSUME NO RESPONSIBILITY FOR ANY DAMAGE RESULTING FROM THESE CONDITIONS** *

A copy of this notice MUST be signed and on the property when our crew arrives. In the event a notice is not on the property, the fumigation will be reset to another date.

- A. Our crews fumigate several structures in various locations each day. Therefore the scheduled time that is given will be an approximate time only. Please allow a minimum variance of three hours as to traffic, wind, rain, ect., and may delay our arrival. Due to unforeseen problems or safety reasons, we may require that the structure be vacated for an additional 24 hours. WIND and RAIN may necessitate the postponement of your job. We will not endanger our employees or your structure in adverse weather conditions. PLEASE NOTE: WE DO NOT WORK ON SUNDAYS OR HOLIDAYS. Work can be done on these days only if additional fees are paid. Minimum Sunday/holiday fees are \$500.00
- B. We do not wish to inconvenience you on the day of your fumigation. Once you decide of a date, please make key arrangements with your termite inspector. Please indicate below where your keys will be left, as well as where you would like us to return your keys. If you fail to fill out the return location your keys will be left on your kitchen counter. IN CASE OF RAIN OR STRONG WINDS, YOUR JOB MAY HAVE TO BE POSTPONED. BE SURE TO INCLUDE an EMERGENCY NUMBER ON THE FRONT FORM SO WE MAY CONTACT YOU. LOCKED VEHICLES, ANY SPACE LARGE ENOUGH TO FIT INTO BEING LOCKED, NO SIGNED PAPERWORK, UNPREPARED HOMES, ANIMALS IN YARD, NO NEIGHBORS PERMISSION, ROOF WAIVER, AND/OR NO POWER WILL CAUSE YOUR FUMIGATION TO BE POSTPONED.

Key prior to job

Keys left upon completion

- C. Climbing plants, fences, trellises and vines not detached from building may be subject to damage. The fumigator will not be held liable.
- D. Fumigation requires the use of masking tape and adhesive spray to seal the tarps to planters, walls and steps/stairs. Additional areas may require this use. We do not remove adhesive. Homeowners are responsible for removal. If area of tape/adhesive has been painted, the paint may peel off upon removal of tape. **WE ASSUME NO LIABILITY FOR THESE AREAS. Staining may occur and we are not liable if this should happen.**
- E. The roof surface and perimeter areas of the building **MUST** be walked on, heavy equipment (200+LBS) **MUST** be carried onto and across the roof surface, and **DAMAGE WILL OCCUR**. We cannot predict the amount of damage that may occur, as all roofing material will be affected differently. Although the utmost care will be exercised, neither FUMECO FUMIGATION SERVICES, INC., or the Licensed Prime contracting termite company will assume **ANY** liability for stated damage or consequential damage that may/WILL occur to roof/roof coverings/ areas below roofing. Fumigation is a VERY labor intensive process. Included in this, but not limited to are: Tile roofing, wood shingle roofing, asphalt shingle roofing, clay/concrete tile roof, metal roofing, solar panels, aluminum patio covers/end caps, heating panels, rain gutters, lightings, landscaping around perimeter of building, and anything attached to roof line.

Print name _____ Sign _____

- F. WE DO NOT PROVIDE ON SITE SECURITY DURING THE FUMIGATION PROCEDURE. Some windows are required to be open a minimum of 3" for aeration purposes, and during the entire fumigation procedure. We may use window locks (locks are not always used) to secure the windows at the required 3". If locks are used they WILL scuff/scratch paint/window. **We are not responsible for such damage.** The tent will remain on the structure for the entire procedure. The second day of the fumigation will require aeration vents to be opened (2'x2' with mesh), and will remain open overnight. **WE ARE NOT RESPONSIBLE/LIABLE FOR LOSS RESULTING FROM BREAK-IN/THEFT.**
- G. Building/structures with no operable windows will require the use of barricades to doors to ensure fumigant ventilation. **BARRICADES MAY BE REQUIRED TO BE BOLTED INTO DOOR JAMS AND/OR RAM SET INTO CONCRETE.** We are not responsible for damage resulting from installation of barricades. **THIS IS REQUIRED BY LAW!**
- H. FumeCo Fumigation Services, Inc. assumes no responsibility for damages resulting to or from structures not built to construction codes.
- I. Old gas and water pipes may be damaged during the fumigation. FumeCo Fumigation Services, Inc. is not responsible for such damage. Gas and water pipes in good condition will not be damaged. FumeCo Fumigation Services, Inc. assumes no liability for damage resulting from faulty gas meters. We are not responsible for damage to old or faulty furnaces and water heaters resulting from re-lighting procedures.
- J. This Notice has been printed in the ENGLISH language: by signature hereon, the owner agent, or occupant(s) agrees that he/she has had this form explained in their native tongue by their own interpreter.
- K. All exterior doors (including water heater cabinet) to the building being fumigated must be lockable. If no hasp or other interior/exterior locking device exists, state law requires nailing these doors shut. If the homeowner or his/her agent has not provided adequate locks, and nailing is performed by the fumigation licensee, we will assume no liability for damage to the door or door jamb. Nailing or locking is required to keep out any person such as a small child from being accidentally trapped inside.
- L. FumeCo Fumigation Services, Inc. and the Licensed Termite Company assumes no liability for secondary damages resulting from termite damage, rot, rust, corrosion, and any prior damage. Items in good condition will not be damaged.
- M. All timers (light/sprinkler systems) must be shut off prior to fumigation. This company assumes no liability for damages resulting from these items.
- N. Homeowner/occupant must open **all** window coverings (Blinds/Mini-blinds/drapes). If FumeCo Fumigation Services, Inc. has to open window coverings, we cannot be held liable for damage resulting from faulty and/or old window coverings. *I/we the undersigned have read, reviewed, and agree to all the provisions contained herein and the items listed on the reverse side, hereof that would be pertinent to me/us.*
- O. While all due care is taken damage to rain gutters will/can happen. We reserve the right to not repair damaged rain gutters.
- P. Fountains, lawn ornaments/decorations, wind chimes, solar lights, malibu lights and any item left around perimeter (12" to 24") of structure are subject to damage. While we will preform fumigation with all due care, damage may/will occur and FumeCo nor the Lic. termite company are responsible.

1. _____ Title _____ Date _____
 X _____
 Owner or Co-owner's Signature(s) or Authorized Agent or Manager's Signature and Title

NEIGHBORS RELEASE AND PERMISSION

I understand that my neighbor's property is being fumigated on the dates indicated on the front of this form and that access to my yard will be necessary for the fumigators to preform their job. I also understand that although the fumigation crew will take as much care as possible, there is a possibility of plant damage, and that plants and/or trees overhanging into my neighbor's yard, and plant within 12" may need to be cut back. I also understand that my pets should be confined inside during the time that the fumigation is being preformed.

2. _____
 X _____
 Neighbors Signature - **PRINT NAME - ADDRESS** **DATE**

Tenant occupant(s) signature to be signed below and/or on attached sheet, if applicable:

I/we have read, reviewed, and agree to all the provisions contained herein and to items listed on the reverse side hereof.

3. _____
 X _____
 Signature Date

PLEASE NOTE THEFT CLAUSE ABOVE, SOME WINDOWS MUST BE OPENED FOR PROPER GAS CIRCULATION. WE RECOMMEND THAT YOU TAKE ALL VALUABLES WITH YOU. THIS COMPANY DOES NOT ASSUME ANY RESPONSIBILITY AND/OR LIABILITY FOR BREAK-INS AND/OR THEFT. X _____ INITIAL

OCCUPANT’S FUMIGATION NOTICE AND PESTICIDE DISCLOSURE

JOB ADDRESS _____

[] Single Family Dwelling [] Multi Family Dwelling [] Other _____

Owner/Agent _____

Tel. No. () _____ Emergency No. () _____

Occupant _____

Tel. No. () _____ Emergency No. () _____

Prime Contractor _____ Emergency No. () _____

Fumigation Contractor **FumeCo Fumigation Services, Inc.** Emergency No. (**855**) **838-6326**

Target Pest(s): [] Drywood Termites [] Beetles [] Other(s) _____

Fumigants proposed to be used: [] Vikane™ (Active Ingredient - Sulfuryl Fluoride 99.0%)

[] Other(s) _____

CHLOROPICRIN 99.0% WILL BE USED AS 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.

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 a fumigant from the structure to be fumigated to any other adjacent or adjoining structure?

Yes () No () _____

“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 your physician or Poison control Center (see below) 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 (see above); for Health Questions - the County health department (see below); for Application Information - The County Agricultural Commissioner (see below) and for Regulatory Information - the Structural Pest Control Board, (916) 561-8700, 2005 Evergreen St., Suite 1500, Sacramento, CA 95815-3831.

COUNTY HEALTH DEPARTMENT	COUNTY AGRICULTURAL COMMISSIONER	POISON CONTROL CENTER	STRUCTURAL PEST CONTROL BOARD
SAN BERNARDINO (800) 782-4264	SAN BERNARDINO (909) 387-2130	(800) 876-4766	(916) 561-8700
ORANGE CO. (714) 834-4722	SAN DIEGO CO. (858) 694-2739		
LOS ANGELES CO. (800) 427-8700	ORANGE CO. (714) 955-0100		
RIVERSIDE CO. (951) 358-5000	LOS ANGELES CO. (626) 575-5466		
SAN DIEGO CO. (619) 229-5400	RIVERSIDE CO. (951) 955-3000		

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

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

VIKANE (SULFURYL FLUORIDE) FACT SHEET _____ OCCUPANT’S FUMIGATION NOTICE & DISCLAIMER _____

I certify that I have received the above forms. _____

Signature _____

[] Owner/Agent (signature) _____ Date _____

[] Occupant(s) (signature) _____ Date _____

*** NOTE: REVERSE SIDE ALSO NEEDS TO BE SIGNED ***