

# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No.	Street	City	Zip	Date of Inspection	Number of Pages
10438	Lazy Valley Road	Penn Valley	95946	01/14/2022	Page 1 of 6

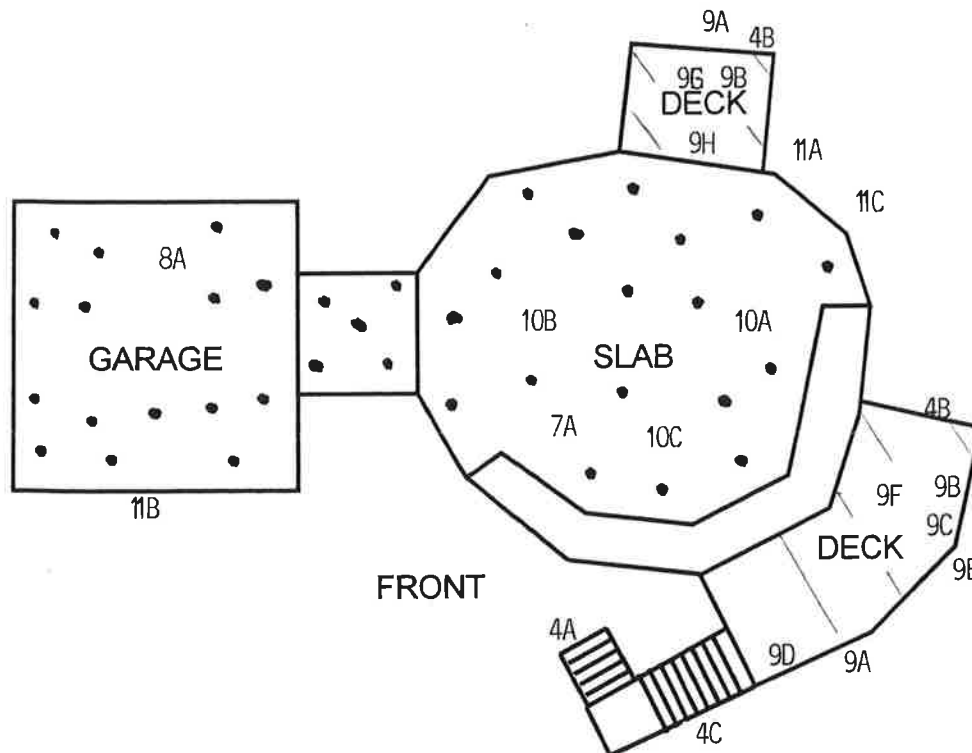


**Gold Country Termite Control**  
 144 Hughes Road Unit A / PO Box 1624  
 Grass Valley, CA 95945

Auburn 530-888-8917  
 Grass Valley 530-272-2339  
 Grass Valley Fax 530-272-9263  
 Truckee 530-582-5767

www.goldcountrytermite.com  
 goldcountrytermite@sbcglobal.net

Ordered by: Erin Wen 226 Rhode Island Street Grass Valley, CA 95945	Property Owner and/or Party of Interest: Terry Stephens  Erin Wen	Report sent to: Erin Wen Via Email Terry Stephens Via Email
COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>		
General Description: Report # <u>0122014</u> Computer # <u>12</u>		Inspection Tag Posted: GARAGE
SINGLE FAMILY DWELLING WITH PLYWOOD EXTERIORS		Other Tags Posted: NONE
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 checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input checked="" type="checkbox"/>		
If any of the above boxes are checked, It indicates that there were visible problems inaccessible areas. Read the report for details on checked items.		



HMT

Inspected by: Richard Stikes

State License No. OPR6264 Signature

*Richard Stikes*

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street Suite 1500 Sacramento, California, 95815-3831

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

4310-41 (REV. 10/01)



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**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 following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center (530) 273-7221 and your pest control company immediately. For further information, contact any of the following: Your pest control company (530) 272-2339 / The County Health Department (530) 265-1452 for health questions / The County Agricultural Commissioner (530) 273-2463 or application information/and for regulatory information, the Structural Pest Control Board, 2005 Evergreen St. Suite 1500, Sacramento, Ca. 95815 1-800-737-8188

**UNLESS OTHERWISE STATED IN THIS REPORT, THE FOLLOWING INACCESSIBLE AREAS WERE NOT INSPECTED: INTERIOR OF HOLLOW WALLS, STALL SHOWERS OVER FINISHED CEILINGS, BUILT-IN CABINET WORK, AREAS BEHIND LARGE APPLIANCES AND FURNISHINGS AND ALL OTHER AREAS WHICH COULD NOT BE INSPECTED WITHOUT CAUSING DAMAGE. NO OUTWARD EVIDENCE OF A PROBLEM WAS DETECTED; BUT GOLD COUNTRY TERMITE CONTROL IN NO WAY WARRANTS THAT THERE IS NO INFESTATION IN SUCH INACCESSIBLE AREAS.**

**PLEASE NOTE THE FOLLOWING:**

IF ANYONE OTHER THAN GOLD COUNTRY TERMITE CONTROL COMPLETES WORK IN CONJUNCTION WITH THIS REPORT, A REINSPECTION OF THE PROPERTY WILL BE MADE UPON REQUEST AT AN ADDITIONAL CHARGE, AND AN ESTIMATE FOR ANY REMAINING WORK SUBMITTED. THE REQUEST FOR REINSPECTION MUST BE MADE WITHIN FOUR MONTHS OF THE DATE OF THE ORIGINAL REPORT. FURTHER, NO ONE OTHER THAN A LICENSED PEST CONTROL OPERATOR MAY APPLY CHEMICAL TREATMENT FOR FUNGUS OR DRY ROT, TERMITES, OR OTHER WOOD DESTROYING ORGANISMS. (SEE SECTION 8555 BUSINESS AND PROFESSIONAL CODE).

GOLD COUNTRY TERMITE CONTROL WILL REINSPECT WORK PERFORMED BY OTHERS AT A COST NOT IN EXCESS OF THAT OF THE ORIGINAL INSPECTION. IN THE PERFORMANCE OF SUCH REINSPECTION, GOLD COUNTRY TERMITE CONTROL OFFERS NO GUARANTEES AS TO THE QUALITY OF WORKMANSHIP OR MATERIALS USED, EVEN IF THE WORK IS ACCEPTABLE.

IF GOLD COUNTRY TERMITE CONTROL IS NOT AUTHORIZED TO DO THE WORK AS OUTLINED IN THIS REPORT **WITHIN FOUR MONTHS OF THE DATE OF THIS INSPECTION**, A NEW INSPECTION WILL BE REQUIRED. ALL WORK UNDERTAKEN BY GOLD COUNTRY TERMITE CONTROL IS GUARANTEED FOR ONE YEAR FROM THE DATE OF COMPLETION, WITH THE EXCEPTION OF CAULKING, GROUTING, SEALING OF ANY TYPE, & PLUMBING REPAIRS, WHICH ARE GUARANTEED FOR A PERIOD OF 30 DAYS.

**TERMS AND CONDITIONS**

**1. WORK AGREEMENT:** Gold Country Termite Control hereinafter referred to as "Contractor" in this agreement, agrees to furnish to owner; labor, equipment, and materials to perform the work described above for the price stated at the location indicated above subject to all of the terms and conditions herein.

**2. ROOF:** The exterior surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractors' State License Board.

**3. SECOND OPINION:** Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company.

**4. SCOPE OF WORK:**

(a) The work to be performed under this agreement is as described above or as set forth in the Estimate Sheet attached. The scope of work normally relates to the recommendations listed in the Wood Destroying Pests and Organisms Inspection Report prepared for the property which is incorporated into this agreement by reference.

(b) Unless otherwise specified herein, the scope of work is limited to the work necessary to eliminate infestations of wood destroying organisms, and repair existing damage as specified. Repairs shall be limited to replacing what was existing and no alterations or improvements are included unless expressly provided for in this agreement.

(c) This Wood Destroying Pests & Organisms Report DOES NOT INCLUDE MOLD or any mold-like conditions. No reference will be made to mold or mold-like conditions. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold-like conditions, please contact the appropriate mold professional.

**5. PRICE:** The price listed above covers the cost of doing the work described. In addition to price, owner shall be responsible for:

(a) cost of any necessary building permits or other government permits for the work, (b) cost of disposal of scrap and waste material generated by the work, and (c) Any extra work or changes made during the course of the work, or costs of delay not the contractor's fault.

**6. PAYMENT:** Owner agrees to pay the amount indicated above as a down payment on the contract immediately upon execution of this agreement, and will pay the balance of the total price on completion of the job. If payment in full is not received within 30 days of completion of the job the unpaid balance shall bear interest at the rate of 12% per year until paid in full.

**7. TIME FOR PERFORMANCE:** The work under this agreement will be completed as soon as reasonably possible after receipt of the down payment and authorization to proceed. Delays in contractor's performance will be excused if the result of circumstances beyond contractor's control, including, but not limited to, natural elements (including inclement weather), strikes, fire, and acts of omissions of other persons (including owner and other contractors of owner), Owner shall be responsible for any increase in costs to contractor resulting from any obstruction or delay for which contractor is not responsible, including destruction of work performed or removal of materials, as if those costs had originally been included in this agreement.

**8. TIME FOR PERFORMANCE:** The work under this agreement will be completed as soon as reasonably possible after receipt of the down payment and authorization to proceed. Delays in contractor's performance will be excused if the result of circumstances beyond contractor's control, including, but not limited to, natural elements (including inclement weather), strikes, fire, and acts of omissions of other persons (including owner and other contractors of owner), Owner shall be responsible for any increase in costs to contractor resulting from any obstruction or delay for which contractor is not responsible, including destruction of work performed or removal of materials, as if those costs had originally been included in this agreement.

**9. CHANGES/EXTRA WORK:** Owner agrees to pay, in addition to contract price, any additional amounts resulting from extra work

(a) As used herein, "EXTRA WORK" includes, without limitation, any changes from the original scope of work resulting from: 1. Requests by owner or requirements by any public agency. 2. Costs of delays beyond the control of contractor. 3. Discovery of additional damage in areas that were inaccessible at the time of the pest control inspection, and 4. Other unusual or reasonably unforeseeable conditions.

(b) Any changes from or additions to the work covered in this agreement (other than as a result of delay or destruction) shall be set forth in a written change order signed by both parties. Provided, however, that the absence of a written change order shall not preclude contractor from collecting the reasonable value of contractor's services in connection with any such extra work,

(c) Owner shall be charged for extra work on a time and materials basis plus an additional 20% for overhead and profit.

**10. PERMITS:** Owner shall provide all necessary permits required for all or any portion of the work to be performed under this agreement. Contractor may agree to act as owner's agent to obtain building permits but owner shall be responsible for the cost thereof in addition to the contract price.

**11. WARRANTIES:** Contractor warrants work on plumbing, grouting, caulking and sealing for 30 days, and work on chemical treatment and structural repairs for one year. Contractor makes no warranties on materials other than those made by the supplier or manufacturer. Contractor makes no other warranties expressed or implied with respect to the work.

**12. HAZARDOUS OR TOXIC MATERIALS:** This agreement does not include any work related to hazardous materials or areas contaminated by hazardous material (other than any such chemicals employed by contract or to control infestation). If such conditions are found, contractor shall immediately stop all work and owner will employ the service of a hazardous material specialist to remove hazardous material. Owner shall pay contractor for all work done prior to the discovery for hazardous material.

**13. DAMAGE OR DESTRUCTION OF WORK:** Owner shall be responsible for any damage or destruction of the work prior to completion which is not the fault of contractor. In such event, repair or replacement shall be considered extra work.

**14. ARBITRATION:** Any controversy between the parties regarding the construction or application of this contract, and any claim arising out of this contract or it's reach, shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party.

**15. ATTORNEYS FEES:** In any litigation or arbitration between the parties regarding the terms of or performance under this agreement, the prevailing party shall be entitled to an award of reasonable attorneys fees incurred in prosecuting or defending the proceedings.

**16. SEVERABILITY:** If any term of this agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms shall remain in full force and effect and shall not be affected.

**17. INDEMNITY CLAUSE:** Owner agrees to indemnify, save harmless, and defend contractor from all liability from loss, damage, or injury to persons or property in any manner arising out of or incident to the performance of this agreement, including without limitation all consequential damages, except that owner shall have no duty to indemnify contractor for liability resulting from the sole negligence or willful misconduct of contractor.

**18. AUTHORITY TO SIGN:** The parties executing this agreement personally warrant that they have full authority to enter into this agreement on behalf of the entity or person for which they are signing, and that said entity or person will be legally bound to the agreement by their signature hereto.

**19. EFFECT ON SUCCESSORS AND ASSIGNS:** This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of contractor and owner.

**20. ENTIRE AGREEMENT:** This instrument contains the entire agreement between the parties. Any oral representations or modifications concerning this instrument shall be of no force and effect unless put in writing and signed by the party to be charged.

**21. NOTICE TO PROPERTY OWNERS:** Under the California Mechanics Lien Law, any structural pest control operator who contracts to do work for you, any contract, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for this work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, the court officer could sell your property, and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor 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." General 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.

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

DURING REPAIRS, ADDITIONAL DAMAGE TO WOOD COMPONENTS MAY BE DISCOVERED IN CONCEALED AREAS WHICH COULD NOT BE DETECTED DURING THE ORIGINAL INSPECTION. IF THIS OCCURS, A SUPPLEMENTAL REPORT WILL BE ISSUED WITH A STATEMENT OF FINDINGS AND ADDITIONAL COSTS TO COVER REPAIRS. PLEASE REFER TO ORIGINAL WORK AGREEMENT CONTRACT.

THIS INSPECTION WAS PERFORMED FROM GROUND LEVEL ONLY. BUILDING COMPONENTS ABOVE THE EAVES WERE NOT PROBED. A VISUAL INSPECITON MAY INDICATE THE NEED FOR FURTHER INSPECTIONS. FURTHER INSPECTIONS MAY REQUIRE ADDITIONAL EQUIPMENT (LADDERS, ETC.) ADDITIONAL CHARGES FOR FURTHER INSPECTIONS WILL BE ASSESSED.

## PORCHES / STEPS

FINDING 4A: The lower stair assembly is fungus damaged.

RECOMMENDATION: Remove guard rails and lower stairs and reconstruct with new material. (SECTION I)

FINDING 4B: Handrails around both decks are loose.

RECOMMENDATION: Owner to secure handrails for safety reasons. (SECTION II)

FINDING 4C: Fungus damage found in upper stair treads.

RECOMMENDATION: Remove the damaged stair treads where needed and replace with like material. (SECTION I)

## ATTIC SPACES

FINDING 7A: Water stains noted in plywood roof sheathing surrounding air vent. Stains appear old.

RECOMMENDATION: Mask over water stains using paint products. (SECTION II)

NOTE: Any comments regarding roof covering should be referred to a licensed roofer of choice. Roof inspections not included in this inspection.

## GARAGES

FINDING 8A: Sealed walls constructed over a concrete floor prevent inspection of the internal framing. There are no outward indications of infection or infestation. No representations or guarantees expressed or implied can be given as to condition in inaccessible areas. (INACCESSIBLE AREA)

## DECKS / PATIOS

FINDING 9A: Many of the handrail pickets are fungus damaged.

RECOMMENDATION: Remove the visibly damaged pickets, approximately 30, and replace with like material. (SECTION I)

CONTINUE

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FINDING 9B: Tops of handrail supports are fungus damaged.

RECOMMENDATION: Cut off tops of all handrail posts and install wood caps of same dimension.  
(SECTION I)

FINDING 9C: Fungus damage found in handrail cords at this deck.

RECOMMENDATION: Remove the damaged handrail cords (2) and replace with like material. (SECTION I)

FINDING 9D: The handrail support post is fungus damaged.

RECOMMENDATION: Remove the post and replace with new material. (SECTION I)

FINDING 9E: The support post is fungus damaged.

RECOMMENDATION: Remove this post and replace with pressure treated wood of same dimension.  
(SECTION I)

FINDING 9F: There is surface fungus beneath both decks.

RECOMMENDATION: Pressure wash fungus to remove and allow further inspection as damage may extend into areas which could not be inspected this date. Gold Country Termite Control to further inspect, at which time, a supplemental report will be issued with a statement of findings and costs to cover repairs, if any.  
(SECTION I/FURTHER INSPECTION)

FINDING 9G: There is surface fungus with fungus damage at this deck.

RECOMMENDATION: Remove the damaged boards, approximately 30 - 50 lineal feet. Further inspections are then recommended a damage may extend into currently concealed areas. Gold Country Termite Control to further inspect, at which time, a supplemental report will be issued with a statement of findings and costs to cover repairs, if any. If no additional damage is found replace the damaged boards with like material.  
(SECTION I/FURTHER INSPECTION)

FINDING 9H: There is heavy moss growth attached to deck components.

RECOMMENDATION: Owner to wash deck to remove moss or lichen. Seal wood members during the course of normal maintenance. (SECTION II)

## OTHER / INTERIORS

FINDING 10A: Water stains noted at bathroom floor surrounding the toilet.

RECOMMENDATION: Consult a floor company for replacement of floor coverings. (SECTION II)

FINDING 10B: This home was occupied during the course of this inspection. Personal belongings and storage were not removed to expose wall and floor surfaces. In the absence of any outward indications of infection or infestation, a further inspection is not recommended unless specified in this report. (INACCESSIBLE AREA)

CONTINUE

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FINDING 10C: Sealed walls constructed over a concrete floor prevent inspection of the internal framing. There are no outward indications of infection or infestation. No representations or guarantees expressed or implied can be given as to condition in inaccessible areas. (INACCESSIBLE AREA)

#### OTHER / EXTERIORS

FINDING 11A: There are woodpecker bore holes in soffit trim.

RECOMMENDATION: Plug holes during the course of normal maintenance. (SECTION II)

FINDING 11B: There is vegetation attached to areas of siding.

RECOMMENDATION: Keep vegetation trimmed or remove and apply suitable paint products. (SECTION II)

FINDING 11C: Wood screed boards are embedded in concrete walkways. No visible signs of infection or infestation from and wood destroying pests noted.

RECOMMENDATION: Remove screed boards if damage occurs. Fill voids with cement mortar. (SECTION II)

NOTE: The downspout is disconnected from gutter. Owner is advised to secure downspout to allow proper drainage.

NOTE: IF OTHERS PERFORM REPAIRS AND IN ORDER TO OBTAIN A CERTIFICATION THAT THIS PROPERTY IS FREE OF INFECTION OR INFESTATION GOLD COUNTRY TERMITE CONTROL MUST FURTHER INSPECT BEFORE ANY NEW WOOD IS PUT BACK.

THANK YOU FOR SELECTING GOLD COUNTRY TERMITE CONTROL.

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

NOTE: If others are performing Section I repairs, items of original and supplemental reports must be completely opened and all dry rot/active infestation removed. Gold Country Termite Control must Further Inspect these areas prior to putting back good wood. We will also have to come back when completed for a reinspection, to obtain a certification. There will be additional charges for each inspection.



# Gold Country Termite Control

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Grass Valley 530-272-2339  
G.V. FAX 530-272-9263  
Auburn 530-888-8917  
Truckee 530-582-5767

## WORK AUTHORIZATION CONTRACT

Owner's Name & Address: Terry Stephens  
Address of Property Inspected: 10438 Lazy Valley Road, Penn Valley CA 95946  
01/14/2022 0122014 12 / 9  
Date Inspected: Company Report #- Computer #-

**ALL OF THE PROVISIONS 1 THROUGH 20 AND THE STATUTORY NOTICES ATTACHED ARE A PART OF THIS CONTRACT- READ THEM BEFORE SIGNING**

### SECTION I

4A \$ 985.00  
4C 395.00  
9A 460.00  
9B 775.00  
9C 360.00  
9D 340.00  
9E 515.00  
9F 290.00 (FI)  
9G 300.00 (FI)

### SECTION II

OWNER/OTHER TRADES

### FURTHER INSPECTION

9F INCLUDED IN SECTION I  
9G INCLUDED IN SECTION I

DUMP FEE: \$245.00

### SECTION I ITEMS TO BE PERFORMED

### SECTION II ITEMS TO BE PERFORMED

### F.I. ITEMS TO BE PERFORMED

OWNER AUTHORIZE: \_\_\_\_\_

OWNER AUTHORIZE: \_\_\_\_\_

OWNER AUTHORIZE: \_\_\_\_\_

BUYER ACKNOWLEDGE: \_\_\_\_\_

BUYER ACKNOWLEDGE: \_\_\_\_\_

BUYER ACKNOWLEDGE: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

SECTION I: \$4,665.00

SECTION II: OWNER/OTHER TRADES

F.I.: INCLUDED IN SECTION I

TOTAL \$4,665.00

### GOLD COUNTRY TERMITE CONTROL

BY Richard Attkins DATE: 01/14/2022

TERMS OF PAYMENT: 1/2 DOWN AND 1/2 UPON COMPLETION OR ADVANCE OR CREDIT CARD W/FEE

### PRICES QUOTED ARE ONLY GOOD 30 DAYS FROM THE DATE ENTERED ABOVE

The prices quoted above are subject to Gold Country Termite Control (hereinafter referred to as Contractor) performing all items. In the event that contractor is requested to perform a portion of the repairs as quoted, the price will be subject to change. Contractor's minimum cost is \$200.00. Contractor agrees to use reasonable caution in the performance of all work outlined, but assumes no responsibility for damage to any hidden electric, plumbing, heating materials, wiring or other facilities or appurtenances, shrubs, plants or other life. If work includes repairs to a shower/tub, contractor will not be responsible for any damage to the tile or plaster. No painting is included in repairs unless otherwise stated in the body of this contract. The use of termiticides for control of termites is guaranteed for a period of ONE YEAR. Other repairs are guaranteed for one year, except plumbing and caulking repairs, which are guaranteed for 30 days. All terms of agreement between the parties are contained in this contract and attachments and no other terms or statements shall be binding upon the parties. In case of non-payment, the undersigned hereby agrees to pay reasonable attorney fees and costs of collection whether suit be filed or not.

### ESCROW INSTRUCTIONS REPAYMENT

TITLE CO. N/A

TITLE # N/A

BY EXECUTION OF THIS AGREEMENT, RESPONSIBLE PARTY OWNER/BUYER) IRREVOCABLY INSTRUCTS THE ESCROW HOLDER TO PAY TO GOLD COUNTRY TERMITE CONTROL THE TOTAL CONTRACT PRICE FOR ALL WORK TO BE PERFORMED UNDER THIS AGREEMENT FROM THE UNDERSIGNED RESPONSIBLE PARTY'S SHARE OF THE ESCROW PROCEEDS OUT OF THE ABOVE ESCROW NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED OR INTERPRETED TO RELIEVE RESPONSIBLE PARTY'S LIABILITY FOR PAYMENT TO CONTRACTOR IN THE EVENT THE ESCROW HOLDER SHALL FAIL OR REFUSE TO MAKE PAYMENT TO CONTRACTOR, NOR SHALL THIS PARAGRAPH BE CONSTRUED TO WAIVE OR LIMIT CONTRACTOR'S RIGHT UNDER THE MECHANIC'S LIEN LAWS OF CALIFORNIA.

**RESPONSIBLE PARTY SIGNATURE:** SIGNED CONTRACT MUST BE RECEIVED PRIOR TO SCHEDULING WORK. I HAVE READ THIS CONTRACT AND THE TERMITE REPORT IT REFERS TO AND HEREBY AGREE TO ALL TERMS THEREOF:

OWNER \_\_\_\_\_ DATE: \_\_\_\_\_ BUYER \_\_\_\_\_ DATE: \_\_\_\_\_