

WOOD DESTROYING PESTS AND ORGANISM INSPECTION REPORT

Building No. 6617	Street Camelia Drive	City San Jose	ZIP 95120	Date of Inspection 5/1/2009	Number of Pages Page 1 of 3
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**510 Madera Ave
San Jose, CA 95112
(408) 993-1900 • Fax (408) 993-1944
Registration # PR1452**

HomeGuard Rpt #: **132078**

Ordered By: Amy McCafferty Alain Pinel 750 University Ave #150 Los Gatos, CA 95032	Property Owner/Party in Interest Amy McCafferty 6617 Camelia Drive San Jose, CA 95120	Report Sent to: Escrow#: pending Sharon McMahon Chicago Title 290 Los Gatos-Saratoga Avenue Los Gatos, CA 95030
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COMPLETE REPORT <input checked="" type="checkbox"/>	LIMITED REPORT <input type="checkbox"/>	SUPPLEMENTAL REPORT <input type="checkbox"/>	REINSPECTION REPORT <input type="checkbox"/>
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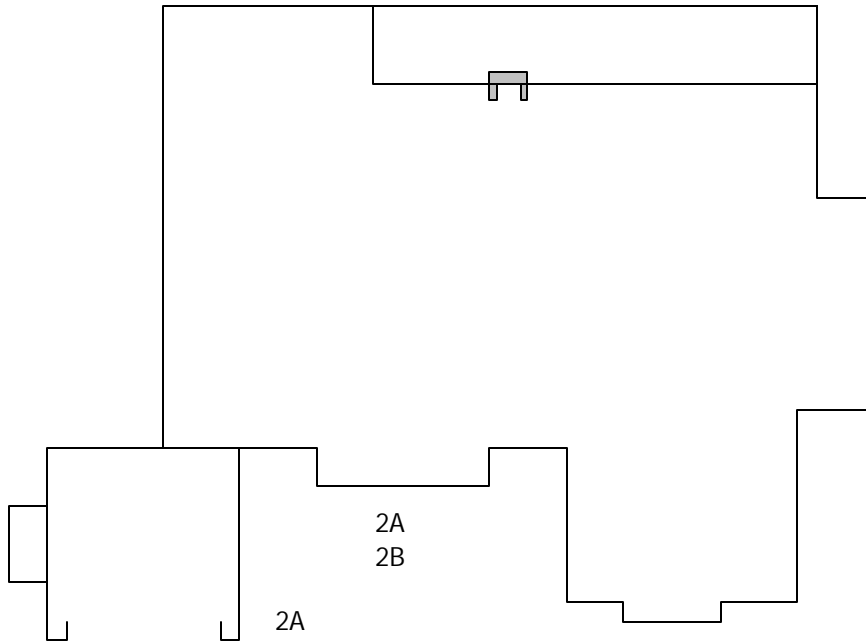
General Description: One story, single family wood framed residence with stucco exterior.	Inspection Tag Posted Garage Other Tags Posted None Noted
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An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural 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 checked="" type="checkbox"/>	Further Inspection <input type="checkbox"/>
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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.

Key to Items on diagram: [1] Section 1 Items [2] Section 2 Items [3] Unknown Further Inspection Items



FRONT

Diagram Not To Scale

Inspected by: **Thomas Powell**

License#: **FR17123**

Signature: _____

You are entitled to obtain copies of all reports and completion notices on this property filed with the board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite1500, 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)561-8700, (800) 737-8188 or www.pestboard.ca.gov.

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AREAS NOT INSPECTED PLEASE READ.

We did not inspect the interior of finished walls or behind installed finished cabinet work. We did not inspect the areas immediately under furniture or appliances. This structure contains slab flooring, and in slab floor type construction, it is possible for Subterranean Termite infestations to be concealed and not evident at the time of our inspection; therefore, we assume no liability for any infestations that are not evident at the time of our inspection. Our inspection does not include inspection of the electric, heating, or mechanical systems of the structure. We did not inspect the roof covering for leakage. Our inspection will not detect building code violations. If any information is desired about any of these mentioned areas, a company which makes home inspections should be engaged. The plumbing was inspected, but only the leaks outlined in our report were found at this time. We assume no responsibility for leaks that occur after the date of this inspection. There may be health related issues associated with the findings reflected in this report. We are not qualified to and do not render an opinion concerning any such health issues. The inspection reflected by this report was limited to the visible and accessible areas only. Questions concerning health related issues, which may be associated with the findings or recommendations reflected in this report, the presence of mold, the release of mold spores or concerning indoor air quality should be directed to a Certified Industrial Hygienist. The inaccessible areas listed above which were not inspected will be inspected upon the owner's request and may be conditional to additional inspection fees.

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

NOTE: Work performed by others will be reinspected for a fee of \$125.00 for each trip out to the property. Open wall and open floor inspections are desirable if certification is required.

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

NOTE: WE GUARANTEE ALL REPAIRS DONE BY THIS COMPANY FOR ONE YEAR FROM THE DATE OF COMPLETION. WITH THE EXCEPTION OF PLUMBING, GROUTING, CAULKING AND RE-SETTING OF TOILETS WHICH ARE GUARANTEED FOR 30 DAYS FROM THE DATE OF COMPLETION. WE CANNOT GUARANTEE WORK DONE BY THE OWNER OR OWNER'S AGENT. WE MAKE NO GUARANTEE AGAINST FUTURE INFECTIONS, ADVERSE CONDITIONS, OR CONDITIONS PRESENT BUT NOT EVIDENT AT THE TIME OF OUR INSPECTION.

NOTE: THIS IS A SEPARATED REPORT WHICH IS DEFINED AS SECTION I AND 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

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OR INFECTION BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREA(S) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE HIS INSPECTION AND CANNOT BE DEFINED AS SECTION I OR SECTION II.

Section 2 Items

2A. FINDING: There is a faulty grade condition as indicated on the diagram. A faulty grade condition exists when the earth's level is even with or above the top of the adjacent foundation.

RECOMMENDATION: Grade the earth in this area to maintain an earth level below the top of the foundation and to provide proper drainage away from the structure.

***** (SECTION 2 ITEM) *****

2B. FINDING: The exterior caulking at the trim is missing.

RECOMMENDATION: Install new exterior grade caulking to prevent future moisture intrusion.

***** (SECTION 2 ITEM) *****

NOTE: HomeGuard Incorporated does no texturing, painting, or wall papering. However, we will cover exterior wood work with one (1) coat of white primer weather permitting.

NOTE: If damage is found to extend into any inaccessible areas, a supplemental report will be issued listing additional findings, recommendations and bids.

NOTE: HomeGuard Incorporated assumes no liability for, nor do we guarantee, work done by others. All guarantees, warranties, and permits should be obtained from the parties performing the repairs.

NOTE: CERTIFICATION REGARDING TERMITES, FUNGUS, AND DRY-ROT:

This is to certify that the above property was inspected on 5/1/09 in accordance with The Structural Pest Control Act and rules and regulations adopted pursuant thereto, and that no evidence of active infestation or infection was found to the visible and accessible areas.

NOTE: Thank you for using HomeGuard Incorporated. If you have any questions regarding this report, please call and ask for Tom Powell. Please bear in mind that the inspectors have full schedules during the day and can only be reached by phone early in the morning and late in the afternoon. The inspector will make every effort to make contact with you when he is available.

If you require further assistance or wish to schedule work as recommended in this report, please feel free to contact our office. We are here to assist you!

Report Pictures:

Pictures are provided to assist in clarifying some of the findings made in this report. No relative importance should be placed on these pictures. The pictures in this report do not necessarily illustrate all of the damage as outlined in this report. Please contact the inspector if you have specific questions about wood damage or other findings.



510 Madera Ave
 San Jose, CA 95112
 (408) 993-1900
 Fax (408) 280-2763

Initials _____

Page 1 of 2

AGREEMENT
 6617 Camelia Drive, San Jose

HomeGuard Incorporated is authorized to proceed with the work outlined in items _____ of their termite report no. 132078 for the property located at 6617 Camelia Drive, San Jose for a total sum of \$_____. This amount will be due and payable upon completion of work. It is understood that the contract price does not include the charge of the structural pest control inspection report or re-inspection fees.

HOMEGUARD INCORPORATED AGREES:

1. To guarantee all repairs completed by this company for one year from the date of completion except for plumbing, grouting, caulking, and resetting of toilets, which will be guaranteed for 30 days.
2. To be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days.
3. To use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any, plant life, rain gutters, roofs; nor for damage or dirtying of stucco, plaster, paint, wall paper or other "finish-work" adjacent to areas where work is performed.
4. To replace damaged wood members with material which resembles, as closely as possible, the existing wood members with standard grade, readily available wood members.

OWNER OR OWNER'S AGENT AGREES:

1. To pay for services rendered upon completion of work. This contract may canceled at any time by the customer. In the event of such action, customer agrees to pay HomeGuard Incorporated in full for any work already performed and the cost of materials and permits, plus 15% of the total contract price to cover job set up and administration expenses. In the case of non-payment by owner, reasonable attorney fees and costs of collection shall be paid by the owner whether suit be filed or not.
2. To pay for service charge of 1.5 percent per month or portion of any month beyond 30 days after completion.
3. Owner grants HomeGuard Incorporated, a security interest in the above described real property to secure payment of the sum for work and inspection fee completed.
4. If additional damage is discovered by HomeGuard Incorporated, during the performance of work, company agrees to notify owner or agent of the amount of the damage and the cost of additional work to be done. This work will not be performed unless owner agrees.
5. If any additional work, plans or engineering is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner's agent.
6. All plumbing repairs bid in this report are for only the specific repair that is identified. Many times when performing plumbing repairs it becomes necessary to repair or replace adjacent plumbing because of the age or fragility of these components. When this happens the owner or agent will be notified and said repairs will require additional cost and authorization.

This job has been bid as if all section one items are being performed. If the owner would like to select individual items, it may require HomeGuard Incorporated to provide a new bid for these items. The minimum service charge is \$225 regardless of the bid on the individual item.

Section 2

2A Owner 2B Owner

IS UPGRADING OR CHOICE OF LINOLEUM OR TILE DESIRED? Yes___ No___

If there is no choice, neutral colors will be installed, there may be additional charges for special materials chosen



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AGREEMENT
 6617 Camelia Drive, San Jose

The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept HomeGuard Incorporated's bid or you may contract directly with another registered company licensed to perform the work.

If you choose to contract directly with another registered company, HomeGuard Incorporated will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform.

NOTICE TO OWNER

Under the California Mechanics Lien law, any structural pest control operator who 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 work or supplies, has the 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 contractor in full if the subcontractor, laborers or suppliers remain unpaid. To preserve their right to file a claim of lien against your property, certain claimants such as subcontractors and material suppliers are required to provide you with a document intitled "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 lein against your property if they are not paid. You can protect yourself from such claim by requiring your contractor to supply you with a payment and performance bond prior to commencing any work of improvement and/or requiring your contractor to provide you with an unconditional lien release signed by each material supplier, subcontractor, and laborer involved in that project phase before making payment on the completed phase of the project.

OWNER OR OWNERS AGENT DATE BY: _____, HomeGuard Incorporated

X _____ ESCROW OFFICER: _____

Print Name _____ ESCROW PHONE NO: _____

X _____ ESCROW CO/NO: _____

Print Name _____

Name of person providing access _____ Phone Number _____

THIS AGREEMENT IS 2 PAGES
PLEASE BE SURE TO SIGN AND SEND BOTH PAGES



510 Madera Ave
San Jose, CA 95112
(408) 993-1900
Fax (408) 993-1944

Invoice

Invoice Date: **5/5/2009**
Invoice No: **SJ248202T**

Bill To:

Sharon McMahon
Chicago Title
290 Los Gatos-Saratoga Avenue
Los Gatos, CA 95030

Property Information:

Address: **6617 Camelia Drive**
San Jose CA, 95120
Report No. **132078TPR**
Escrow#: **pending**

Billing Information:

Inspection	5/1/2009 Complete	\$0.00
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Notice of Completion:		\$0.00
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Other:		\$0.00
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Total Due:		\$0.00
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**DUE UPON RECEIPT
PLEASE REMIT**