

**ADDITIONAL INFORMATION AND SIGNATURE REQUIRED ON PAGE TWO
TERMS, CONDITIONS, AND LIABILITIES**

A. Our crew must fumigate several structures in various locations each day. Therefore, any time of the day for the fumigation to be scheduled will be an approximate time only.
B. We do not wish to inconvenience you by having you wait for our arrival on the date of the fumigation. When you decide on a date, talk it over with your termite inspector, make arrangements with regard to keys and leave with the assurance that your building will be properly fumigated and will be safe for your return. **IN CASE OF RAIN OR STRONG WINDS, THE JOB MAY HAVE TO BE POSTPONED TO A LATER DATE. BE SURE AND LEAVE AN EMERGENCY PHONE NUMBER WHERE YOU CAN BE REACHED. IF FORCIBLE ENTRY IS NECESSARY, THE FUMIGATOR WILL NOT BE RESPONSIBLE FOR REPAIRS. IF YOU WISH TO CANCEL YOUR APPOINTMENT, WE REQUIRED A MINIMUM 24-HRS NOTICE. SAME DAY CANCELLATION WILL BE CHARGED A FEE OF \$400.00**

WARNING FOR POTENTIAL LANDSCAPE DAMAGE

C. Where climbing plants, fences, trellises and vines must be detached from the building and the homeowner/occupant has not done this; any damage will not be our liability. KAL FUME, INC. may cause damage to plants within 18" of the exterior perimeter of the structure to be fumigated. The owner, tenant or occupant should soak the foundation outward the evening before the fumigation. All plant growth should be cut back at least 12" from the structure to be fumigated.

WARNING FOR EXPECTED ROOF DAMAGE

D. THE ROOF SURFACE AND PERIMETER AREAS OF THE BUILDING MUST BE WALKED ON AND DAMAGE MAY/WILL OCCUR. ALTHOUGH CARE WILL BE EXERCISED, NEITHER THIS COMPANY, NOR ITS LICENSED FUMIGATOR WILL ASSUME ANY LIABILITY FOR SUCH DAMAGE OR CONSEQUENTIAL DAMAGE THAT MAY/WILL OCCUR to the roof coverings or materials, aerial antenna, and areas below same, gutters, electrical wiring, patio and awning covers, solar heating panels, skylights or related plumbing, or chimneys.

E. IN CASE OF TILE ROOFS THERE WILL ALWAYS BE DAMAGE ALTHOUGH CARE WILL BE EXERCISED, NEITHER THIS COMPANY NOR ITS LICENSED FUMIGATOR WILL ASSUME LIABILITY FOR SUCH DAMAGE.

WARNING FOR STUCCO/PAINT DAMAGE

F. Fumigations where masking or painter's tape is used, and where the painted surface is old or oxidized may result in some peeling paint. Some paint surfaces will chip or peel if the undercoating was not properly applied, even though these surfaces appear to be in good condition. Tape adhesives may be present after the use of such tape. NEITHER THIS COMPANY NOR ITS LICENSED FUMIGATOR WILL ASSUME RESPONSIBILITY FOR SUCH DAMAGE.

WARNING FOR CLIMATE CHANGES

G. IF RAIN OR HIGH WINDS START AFTER THE FUMIGATION HAS BEGUN AND DAMAGE SHOULD RESULT FROM THESE CONDITIONS; WE WILL NOT BE RESPONSIBLE FOR ANY RESULTING DAMAGE.

SECURITY

H. WE DO NOT PROVIDE ON-SITE SECURITY DURING THE FUMIGATION PROCEDURES OR AFTER THE TENTS OR SEALS ARE REMOVED, and as such Our insurance does not cover malicious vandalism, theft (screened windows may be left partially open and unlocked for ventilation of the building). If the homeowner or occupant wishes such security, same would be his/her additional expense for such arrangements and is not the liability of the company or the fumigation licensee.

NATURAL GAS SERVICE

I. YOUR GAS SERVICE WILL BE TURNED OFF BY THE GAS COMPANY THE MORNING OF THE DAY OF THE FUMIGATION. THE JOB WILL COMMENCE SOMETIME AFTER THE GAS HAS BEEN TURNED OFF. THE HOMEOWNER/OCCUPANT MUST BE SURE THAT ACCESS TO THE GAS METER IS MADE ACCESSIBLE BEFORE 7:00 A.M. ON THE DAY OF THE FUMIGATION. FAILURE TO HAVE ACCESS WILL RESULT IN THE JOB BEING CANCELLED OR POSTPONED FOR A LATER DATE AND TRIP CHARGES WILL BE APPLY. JOBS THAT ARE SCHEDULED FOR SATURDAYS OR HOLIDAY SERVICE WILL BE SCHEDULED TO BE TURNED OFF THE WORKING DAY BEFORE THE FUMIGATION. THE HOMEOWNER/OCCUPANT WILL NEED TO CALL THE GAS COMPANY AT LEAST ONE DAY BEFORE THE JOB IS COMPLETED/CERTIFIED TO SCHEDULE SERVICE TO BE RESTORED. Old gas and water pipes may be damaged during the fumigation. We are not responsible for such damage. We also assume no responsibility for damage resulting from faulty gas meters. We are not responsible for damage to old faulty furnaces and water heaters resulting from re-lighting procedures.

MOBILE HOMES

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

REGULATIONS

K. All exterior doors (including the 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. Cars inside structures must be completely opened or removed.

L. BY FEDERAL AND STATE LAW, and as indicated by the label, the following items MUST be removed before the fumigation with any fumigant:

- 1) Persons, plants, baby mattresses, and pets (including fish) must be removed from the structure and yard of the property to be fumigated prior to the arrival of the crew. Please do not allow cats to roam outside.
- 2) Mattresses completely enveloped in waterproof covers must have the covers completely removed. **BABY MATTRESSES MUST BE REMOVED FROM THE STRUCTURE.**
- 3) Cars, vehicles, boats, RV units, and walk-in safes that have locked doors, trunks, hoods, or compartments that lock must be removed or unlocked during the fumigation.

M. **Bag or remove all foods and medications** not sealed in glass or metal containers. This includes anything that will be orally ingested such as candy and gum. It also includes food in freezers and refrigerators. Use NYLOFUME bags ONLY. See the attached instruction sheet. **UNBAGGED OR IMPROPERLY BAGGED/SEALED FOOD WILL BE BAGGED OR SEALED AT AN ADDITIONAL CHARGE OF \$25.00 TO \$100.00 (PER UNIT).** Note: sulfuryl fluoride is not registered for fumigation of prepared foodstuff. Therefore, food and medicine must be removed or bagged as required by law.

LIMITED WARRANTY

N. If a redo for fumigation is recommended, **KAL FUME, INC.** and or the PRIME CONTRACTOR will not be responsible for lodging, meals, or preparation of the fumigation. It is at the discretion of **KAL FUME, INC.** and the PRIME CONTRACTOR whether a redo constitutes local treatment or fumigation.

IN SIGNING, I HEREBY WAIVE, RELEASE, AND DISCHARGE KAL FUME, INC., AND THE PRIME CONTRACTOR FROM ANY AND ALL RESPONSIBILITY AND LIABILITY FROM ANY PROPERTY DAMAGE AS DESCRIBED IN A THROUGH M THAT KAL FUME, INC. MAY CAUSE DURING THE FUMIGATION PROCESS AND ANY CONSEQUENTIAL PROPERTY DAMAGE WHICH MAY DEVELOP AS A RESULT OF THE FUMIGATION PROCESS.

OWNER/AGENT SIGNATURE: _____ **DATE:** _____
OCCUPANT SIGNATURE: _____ **DATE:** _____

NOTE TO NEIGHBORS: Your neighbor's property is to be fumigated, and we need access into your yard during the process of fumigation. If you have any dogs they need to be tied up or removed from the areas where the fumigation takes place. You do not have to leave your house at any time during the process, but we need your written permission in order for our crew to enter into your property. If applicable, sign below.

NEIGHBOR'S SIGNATURE: _____ **DATE:** _____
ADDRESS: _____

WEATHER RELATED FUMIGATION LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT

Name of Property Owner _____

Address of Property Owner _____

Pest Control Company (Fumigation) _____

Address of property to be treated _____

The undersigned agrees that the pest control operator (PCO), its owners, employees, agents, insurers, heirs, partners, successors, corporations, firms and all other persons associated with said PCO cannot be held responsible for damages or injuries due weather conditions including but not limited to rain, wind or similar scenarios during fumigation services.

The undersigned agrees that the pest control operator (PCO), its owners, employees, agents, insurers, heirs, partners, successors, corporations, firms and all other persons associated with said PCO cannot be held responsible for damages or injuries unless due to gross negligence by the PCO.

The undersigned also agrees to defend and indemnify the above discharged parties should any other causes of actions, arbitrations, mediations, claims or suits are brought forward by any persons surrounding the accident, casualty or event stated herein.

THE UNDERSIGNED HAS READ AND FULLY EXPLAINED THE CONTENTS HEREIN AND FULLY UNDERSTANDS IT.

Customer Signature

Pest Control Representative

Date

Date