



Dear HomeGuard Customer,

Thank You for choosing HomeGuard Incorporated to inspect your home. Enclosed is your inspection report, which includes our findings, recommendations, and repair prices. Please review the enclosed report and repair proposals and feel free to call me with any comments or questions.

Sincerely Yours,

Curtis Reese
Vice President
General Manager

Schedule your repairs today...



**We get the work done
when you need it!**




**We will expedite all
required paperwork!**



**HomeGuard stands
behind its repairs!**

**Contact the HomeGuard Repair Team at 855-331-1900 or
email us HGRepairs@HomeGuard.com**

WOOD DESTROYING PESTS AND ORGANISM INSPECTION REPORT

Building No. 75	Street Hobson Street #4A	City San Jose	ZIP 95110	Date of Inspection 10/4/2016	Number of Pages Page 1 of 4
<div style="display: flex; align-items: center;"><div style="flex: 1;">HomeGuard Incorporated</div><div style="flex: 2;">510 Madera Avenue San Jose, CA 95112 (855) 331-1900 • Fax (408) 993-1944</div></div>					
Registration #: PR1452		HomeGuard #: 398725		Escrow #:	
Ordered By: Zdenka Mahan Intero Real Estate Services 12900 Saratoga Avenue Saratoga, CA 95070		Property Owner/Party in Interest: Sarah Hall 75 Hobson Street #4A San Jose, CA 95110		Report Sent to:	
COMPLETE REPORT <input type="checkbox"/> LIMITED REPORT <input checked="" type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>					
General Description: One story, wood framed condominium. Limited to the interior of this unit only.				Inspection Tag Posted: Kitchen Sink	
				Other Tags Posted: None noted	
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"/>					
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					

2A

FRONT

Inspected by: **Scott A Ricci**

License#: **FR49264**

Signature: 

You are entitled to obtain copies of all reports and completion notices on this property filed with the board during the preceeding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite1500, Sacramento, California 95815.

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

This is an inspection of a furnished condominium/townhouse unit; therefore, it is limited to only these areas of the condominium/townhouse unit. Some of the interior areas are inaccessible for inspection. These areas include inside finished walls and ceilings, areas under floor coverings, and areas concealed by furnishings and appliances. We did not inspect any of the common areas of the condominium/townhouse project. Our inspection does not include any electrical, heating, air conditioning, structural adequacy, pest other than wood destroying pest or mechanical systems of the structure and will not detect building code violations. 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, such as the presence of mold, the release of mold spores or concerning indoor air quality should be directed to a Certified Industrial Hygienist. It has been requested by the agent that this report be limited to the interior of this unit only. It is recommended that the entire structure be inspected. HomeGuard Incorporated will upon request, inspect the entire structure at an additional expense. This structure has carpet installed. Although no adverse conditions were evident, we assume no responsibility for the floor under the carpet unless the carpet is removed and we perform a further inspection. The inaccessible areas listed above which were not inspected will be inspected upon the owner's request and will be conditional to additional inspection fees.

NOTE: WE GUARANTEE ALL REPAIRS DONE BY THIS COMPANY FOR ONE (1) YEAR AND FUMIGATIONS FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF COMPLETION WITH THE EXCEPTION OF PLUMBING, GROUTING, CAULKING, RAIN GUTTERS AND RE-SETTING OF TOILETS WHICH ARE GUARANTEED FOR 30 DAYS FROM THE DATE OF COMPLETION. WE CANNOT GUARANTEE WORK PERFORMED BY OTHERS. WE MAKE NO GUARANTEE AGAINST FUTURE INFECTIONS, ADVERSE CONDITIONS, OR CONDITIONS PRESENT BUT NOT EVIDENT AT THE TIME OF OUR INSPECTION.

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.

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.

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"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 while in progress will be necessary. Any guarantees must be received from parties performing repairs." Work performed by others will be reinspected for a fee of \$195.00 for each trip out to the property. Open wall and open floor inspections are desirable if certification is required.

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 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: The toilet in the hall bathroom is loose or improperly mounted.

RECOMMENDATION: Reinstall the toilet correctly using a new no-seep toilet seal. If, upon removing the toilet a cracked toilet or damaged toilet flange is revealed there would be additional charges for a new toilet or repairs to the toilet flange.

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

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

NOTE: Should the further inspection items noted in this report not be performed, HomeGuard Incorporated will assume no liability for any infestations or infection which may be concealed in these areas.

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

NOTE: Due to the building materials used on this structure, it may be difficult to match the existing mill patterns and materials used in the original construction. HomeGuard Incorporated will replace damaged wood members with material that resembles the existing wood members with standard grade readily available wood members. IF MATCHING THE EXISTING WOOD MEMBERS IS DESIRED IT IS THE OWNERS RESPONSIBILITY TO NOTIFY HOMEGUARD INCORPORATED SO THAT ADDITIONAL COST ASSOCIATED WITH MATCHING CAN BE CALCULATED INTO OUR BID.

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

This is to certify that the above property was inspected on 10/4/2016 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 in the visible and accessible areas.

NOTE: Please be aware that current law dictates that homes constructed prior to 1978 require a company performing the repairs be a Lead Certified Renovation Firm with Certified Renovators. HomeGuard Incorporated is a Lead Certified Renovation Firm, certification number NAT-64235-2 and when required will follow all lead safe work practices as prescribed by the United States Environmental Protection Agency.

NOTE: Thank you for choosing HomeGuard Incorporated to perform your inspections. If you have any questions regarding this report, please e-mail Scott Ricci at sricci@homeguard.com. Please bear in mind that the inspectors have full schedules during the day and 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!

PLEASE BE SURE TO SIGN AND SEND ALL PAGES



AUTHORIZATION AGREEMENT

75 Hobson Street #4A, San Jose - Report No. 398725

To schedule work, email or fax this signed Authorization Agreement, or call directly:

email: HGrepairs@HomeGuard.com

Fax: (408) 280-2763

Direct: (855) 331-1900

Items to be performed: _____

Total Price \$ _____

For the total sum listed above, HomeGuard Incorporated is authorized to proceed with the work described in the above listed item(s) of their termite report no. 398725 for the property located at 75 Hobson Street #4A, San Jose. 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 be canceled at any time by the customer. In the event of such action, customer agrees to pay HomeGuard Incorporated in full for all items already completed, and time and material for all items only partially completed. Time and material is calculated at the rate of one hundred and twenty-five dollars per man-hour and the cost of materials plus 25%. The customer also agrees that in the case of cancelation of the contract prior to starting the job, to pay all costs that have been incurred by Homeguard, such as permits, materials and any other associated costs. 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.



AUTHORIZATION AGREEMENT

75 Hobson Street #4A, San Jose - Report No. 398725

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email: HGregpairs@HomeGuard.com

Fax: (408) 280-2763

Direct: (855) 331-1900

NOTICE TO OWNER

"Under the California Mechanics Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps improve your property, but is not paid for his or her work or supplies, has a 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 structural pest control company 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". Prime 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."

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 price for these items. The minimum service charge is \$225 regardless of the price on the individual item.

Section 2:

2A Owner **Section 2** **\$0**
 Plus non-bid items.

NOTICE

"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."



AUTHORIZATION AGREEMENT

75 Hobson Street #4A, San Jose - Report No. 398725

To schedule work, email or fax this signed Authorization Agreement, or call directly:

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Fax: (408) 280-2763

Direct: (855) 331-1900

BINDING ARBITRATION PROVISION

Any controversy or claim arising out of or relating to the inspection performed by HomeGuard Incorporated shall be settled by final and binding arbitration filed by the aggrieved party with and administered by the American Arbitration Association (hereafter referred to as "AAA") in accordance with its Construction Arbitration Rules in effect at the time the claim is filed. The Rules, information and forms of the AAA may be obtained and all claims shall be filed at any office of the AAA or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: <http://www.adr.org/>. The arbitration of all disputes shall be decided by a neutral arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Any such arbitration will be conducted in the city nearest to the property that was inspected by HomeGuard Incorporated having an AAA regional office. Each party shall bear its own costs and expenses and an equal share of the administrative and arbitrators' fees of arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY AND ALL DISPUTES DECIDED THROUGH ARBITRATION. BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER.

OWNER OR OWNERS AGENT _____ DATE _____ BY: _____, HomeGuard Incorporated

X _____ ESCROW OFFICER: _____

Print Name _____ ESCROW PHONE NO: _____

Phone No _____ ESCROW CO/NO: _____

email _____

Name of person providing access _____ Phone Number _____

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**

Upgrades (if requested) List each upgrade separately:

_____	estimated cost: _____	initials: _____
_____	estimated cost: _____	initials: _____
_____	estimated cost: _____	initials: _____
_____	estimated cost: _____	initials: _____
_____	estimated cost: _____	initials: _____

I authorize HomeGuard, Incorporated to complete the above listed upgrades. I also agree to pay for these upgrades upon completion of the repairs.

Signature _____

PLEASE BE SURE TO SIGN AND SEND ALL PAGES



510 Madera Avenue
San Jose, CA 95112
(855) 331-1900
Fax (408) 993-1944

Invoice

Invoice Date: **10/5/2016**

Invoice No: **LIV435921T**

Bill To:

Zdenka Mahan
Intero Real Estate Services
12900 Saratoga Avenue
Saratoga, CA 95070

Property Information:

Address: **75 Hobson Street #4A**
San Jose CA, 95110
Report No. **398725TP**
Escrow#:

Billing Information:

Inspection: **10/4/2016 Limited** **\$190.00**

Notice of Completion: **\$0.00**

Other: **\$0.00**

Total Due: **\$190.00**

PAID
DO NOT REMIT

DUE UPON RECEIPT

Please remit to 510 Madera Ave., San Jose, CA 95112
There is a \$25 fee for all returned checks