

OCCUPANTS FUMIGATION NOTICE AND PESTICIDE DISCLOSURE

Roadrunner Exterminating Inc., 310 E. Alton Ave., Santa Ana, CA 92707
Office: (949) 645-3316 Fax: (949) 722-1633

JOB ADDRESS: CITY:
[] Single Family Dwelling [] Multi-family Dwelling [] Other
Owner/Agent:
Tel. No. () Emergency No. ()
Occupant:
Tel. No. () Emergency No. ()
Prime Contractor: Roadrunner Exterminating Emergency #: (949) 645-3316/714/434-3920
Fumigation Contractor: Emergency #:
Target Pest(s): [X] Drywood Termites [] Beetles [] Other(s)
Fumigants proposed to be used: Master Fume (Active Ingredient . Sulfuryl Fluoride)

*ACCESS (KEY) INFORMATION:

“CHLOROPICRIN WILL BE USED AS WARNING AGENT WITH 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.

“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 (800/764-7661) 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: Roadrunner Exterminating (949/645-3316); for health questions, contact the County Health Department for your county as listed below; for application information, contact the County Agricultural Commissioner for your county as listed below; and for regulatory information, contact the Structural Pest Control Board (800/737-8188), 2005 Evergreen St., Ste #1500, Sacramento, CA 95815.

Table with 4 columns: COUNTY HEALTH DEPARTMENT, COUNTY AGRICULTURAL COMMISSIONER, POISON CONTROL CENTER, STRUCTURAL PEST CONTROL BOARD. Lists phone numbers for various counties including L.A., Orange, Riverside, San Bernardino, and San Diego.

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.

Fumigation Fact Sheet

Owner/Agent (signature) Date
Occupant(s)(signature) Date
Neighbor’s (signature) Date

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.

FUMIGATION PREPARATION INSTRUCTIONS

1. After reading this notice, sign all three copies, keep one for your records, one copy for the termite company, one copy for the fumigation crew.
2. **IT IS THE RESPONSIBILITY OF THE HOMEOWNER, OCCUPANT, OR HOMEOWNER'S AGENT, TO HAVE ALL ITEMS ON THIS CHECKLIST COMPLETED BEFORE THE CREW ARRIVES; FAILURE MAY POSTPONE THE FUMIGATION.**
3. Remove all people from the property to be fumigated; **REMOVE VEHICLES FROM GARAGE/CARPORT, IF INCLUDED.**
4. Remove all interior and exterior plants, whether potted or hanging in/on building(s).
5. Remove all pets (including fish and birds). Animals must be removed from the yard—cats included. **Please notify neighbors with cats to keep pets away during fumigation. Close off any open access to the sub area to prevent pets from entering.**
6. Remove all mattresses enveloped in plastic covers such as baby mattresses, etc. or remove covers (this excludes water beds); open zippered plastic clothes bags.
7. Food, feed, drugs and medicines (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 "Nylofume" fumigant resistant bags. Place one "Nylofume" bag inside of another. Fill inner bag with food and medicines. 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.**
8. **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).**
9. The occupant must turn off any air conditioning unit, thermostat operated or otherwise. Burglar alarms or motion alarms must be turned off.
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 safe for our inspection before re-locking the safe.
11. **WE REQUEST THAT THE HOMEOWNER OR OCCUPANT REMOVE ANTENNAS WHEN POSSIBLE: IF WE MUST REMOVE THEM, WE WILL ASSUME NO RESPONSIBILITY FOR ANY ANTENNA DAMAGE OR ALIGNMENT.**
12. To ensure complete gas ventilation, the fumigator will need to open your drawers or cabinetwork and closets; you may wish to do this prior to the fumigator's arrival.
13. For insurance purposes, we request you remove and take with you any valuables you deem necessary, such as jewelry, furs, etc. (See item "H" below).
14. **THE PROPERTY OWNER MUST NOTIFY THE GAS COMPANY 48 HRS. IN ADVANCE TO HAVE THE GAS SHUT OFF ON THE MORNING OF THE FUMIGATION- 800/427-2200.** Property owner should have gas service restored after the fumigation process is completed.
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. Cars should be removed from the structure during the fumigation. In the event a car must remain, keys for the doors and trunk must be provided. A locked vehicle cannot be fumigated and this will cause a cancellation.
17. The owner/occupant or agent shall notify Roadrunner Exterminating of any known construction elements or connections such as ducting, piping, drainage or central vacuum system that would allow the fumigant to enter any adjacent and/or adjoining structure that is not under fumigation.

TERMS, CONDITIONS, AND LIABILITIES

- A. Our crews must fumigate several structures in various locations each day. Therefore anytime of the day for the fumigation to be scheduled will be an approximate time only. **ALL APPROXIMATE TIMES SUBJECT TO CHANGE WITHOUT NOTICE.**
- B. We do not wish to inconvenience you by having you wait for our arrival on the day of the fumigation. When you decide on a date, talk it over with your termite inspector and make arrangements with regard to keys. **THE FUMIGATION LICENSEE WILL NEED ACCESS TO ALL ROOMS AND STORAGE. 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 WE CAN REACH YOU. FORCIBLE ENTRY, IF NECESSARY WHERE ALL KEYS ARE NOT LEFT, WILL RESULT IN DAMAGE AND THEREFORE THIS COMPANY WILL NOT BE RESPONSIBLE FOR REPAIRS.**
- 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.
- D. Fumigations where masking tape is used ("tape" fumigation in lieu of "tarp" fumigation) and where the painted surface is old or oxidized, may result in some peeling of paint. Some painted surfaces will chip or peel if the undercoating was not properly applied even though these surfaces appear to be in good condition (the tape we will use will not peel paint that is properly applied); therefore we assume no responsibility for any such damage.
- E. During the fumigation process there may be obstacles or other hidden hazards that may obstruct walkways including, but not limited to: tarps, sandbags, clips, ladders, dirt, etc. Please stay clear of the structure(s) during fumigation.
- F. The roof surface and perimeter areas of the building must be walked upon, and damages can occur, although care will be exercised. Neither Roadrunner Exterminating, nor its licensed fumigator will assume any liability of such damage or consequential damage that may occur to roofs or roof coverings and areas below roofs. Also included are gutters, electrical wiring, patio and awning covers, solar heating panels or related plumbing, and living plants or landscaping at/adjacent to the subject property.
WAIVER, RELEASE AND DISCHARGE OF CLAIMS AND LIABILITY FOR PROPERTY DAMAGE: I/We hereby waive, release and discharge contractor/sub-contractor and Roadrunner Exterminating from any and all responsibility or liability from any property damage described in the previous paragraph that Roadrunner Exterminating may cause during fumigation services, and any consequential property damage which may develop as a result of the fumigation services.
- G. **WARNING FOR POTENTIAL PLANT DAMAGE: The fumigation process may cause damage to plants located 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 18" from the structure to be fumigated.**
WAIVER, RELEASE AND DISCHARGE OF CLAIMS FOR PLANT DAMAGE: I/We hereby waive, release and discharge Roadrunner Exterminating from any and all responsibility or liability for plant damage that Roadrunner Exterminating may cause during fumigation services, as well as any and all pre-existing plant damage.
- H. We do not provide on-site security during the fumigation procedure or after the tent(s) or seals are removed, and as such our insurance does not cover malicious vandalism or theft (screened windows are left open and unlocked for fumigant ventilation of the building). If the homeowner or occupant wishes such security, it would be at his/her expense for such arrangements, and is not the liability of this company.
- I. This notice has been printed in the English language. By signing hereon, the homeowner, agent or occupant(s), agrees that he/she has had this form explained in their native tongue by their own interpreter.
- J. All exterior doors (including water heater cabinet) to the building being fumigated must be able to be locked. If no clasp or other lockable interior/exterior locking devices exist, state law requires nailing these doors shut. If the homeowner or his/her agent has not provided such locks, and the fumigation licensee then performs nailing, we will not assume any liability for damage to the door or doorjamb. Nailing or locking is required to keep out any person such as a small child from being accidentally trapped inside.
- K. If tarping of the building will require entrance into your neighbor's yard by the fumigators, his pets must be removed or restrained. It is your responsibility to inform your neighbor and secure permission to enter their property. Your neighbor's plants may be affected if growing on or directly adjacent to your building. It is recommended that you notify your nearby neighbors of the date of fumigation, to keep pets away during the fumigation, and to close off any open access to sub areas in order to prevent pet entry prior to and during a fumigation of the building(s) to be fumigated.
- L. **WE ARE NOT RESPONSIBLE FOR LODGING OF TENANTS OR PETS FOR RE-FUMIGATIONS.**
- M. I/We have read, reviewed and agreed to all the provisions contained therein and have acknowledged receipt of a copy of the "Occupants Fumigation Notice" and "Fumigation Fact Sheet." In case that we do not comply with the requirements as stated herein, I/We agree to hold the termite operator and fumigation licensee harmless of all liabilities connected with fumigation procedure. I/We further stipulate that if the building(s) have tenant occupants, that I/we, or our authorized agent have/will distribute copies of this notice to all such occupants by the use of the U.S. mail, posting on the front door, or hand direct delivery.