



# HomeGuard Incorporated

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,

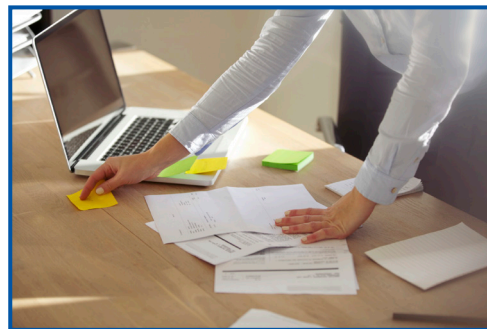


Curtis Reese  
Vice President  
General Manager

## Schedule your repairs today...



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



**We will expedite all  
required paperwork!**



**HomeGuard stands  
behind it's repairs!**

**Contact the HomeGuard Repair Team at 855-331-1900 or  
email us [HGRepairs@HomeGuard.com](mailto:HGRepairs@HomeGuard.com)**

## WOOD DESTROYING PESTS AND ORGANISM INSPECTION REPORT

Building No. <b>981</b>	Street <b>Cape Buffalo Drive</b>	City <b>San Jose</b>	ZIP <b>95133</b>	Date of Inspection <b>5/21/2015</b>	Number of Pages <b>Page 1 of 4</b>
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510 Madera Avenue  
San Jose, CA 95112  
(855) 331-1900 • Fax (408) 993-1944

Registration #: <b>PR1452</b>	HomeGuard #: <b>348943</b>	Escrow #:
Ordered By: <b>Kennedy Ngo</b> <b>Bay One Realty</b> <b>1350 Bayshore Hwy</b> <b>Burlingame, CA 94010</b>	Property Owner/Party in Interest: <b>Michael Nguyen</b>	Report Sent to:

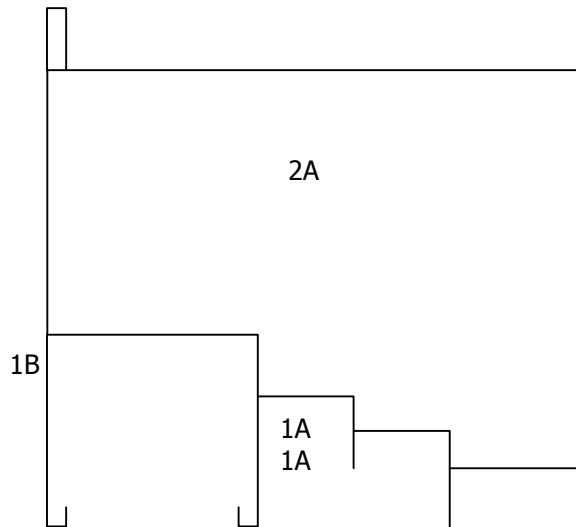
COMPLETE REPORT       LIMITED REPORT       SUPPLEMENTAL REPORT       REINSPECTION REPORT

General Description: <b>Two story, single family wood framed residence with stucco exterior. Limited to the main structure only, excluding the overhang.</b>	Inspection Tag Posted: <b>Garage</b>
	Other Tags Posted: <b>None noted</b>

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       Drywood Termites       Fungus / DryRot       Other Findings       Further Inspection   
 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**



Inspected by: **Thomas Powell**

License#: **FR17123**

Signature: *Tom Powell*

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.

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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It has been requested by Agent that this report be limited to the main structure only, excluding the overhang. It is recommended that the entire structure be inspected. HomeGuard Incorporated will upon request, inspect the entire structure at an additional expense. We ran the water at the upstairs fixtures for a brief period of time so that exposed plumbing and fixtures could be checked for leaks. However, we did not run the water long enough to detect leakage from any plumbing that was concealed. Any leaks found are referenced in the report. If interested parties desire, and only after concealed plumbing has been exposed, HomeGuard Incorporated will return to the property and perform further inspections. As is standard practice within our industry and since our inspectors do not carry a 30' ladder on their vehicle, a portion of the eaves, wood siding and wood windows above 11' were only inspected visually. Upon request and at an additional charge HomeGuard Incorporated will return to the property and further inspect these inaccessible areas by probing the wood members. 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.**

**"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.**

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**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 1 Items**

**1A. FINDING:** The siding has been damaged by fungus as indicated on the diagram. (See Picture 1)

**RECOMMENDATION:** Remove and replace all the damaged wood members. If any damage is found to extend into any enclosed areas a supplemental report and bid will be issued.

\*\*\*\*\***(SECTION 1 ITEM)**\*\*\*\*\*

**1B. FINDING:** The side garage door has been damaged by fungus. (See Picture 2)

**RECOMMENDATION:** Supply and install a new door. We intend to reuse the existing hardware. We at HomeGuard Incorporated are upgrade experts and can provide proposals that include tile, marble, granite, upgraded fixtures, upgraded windows and doors or any other option you may desire.

\*\*\*\*\***(SECTION 1 ITEM)**\*\*\*\*\*

### **Section 2 Items**

**2A. FINDING:** There is evidence of water leakage around the master bathroom glass shower enclosure.

**RECOMMENDATION:** Reseal this enclosure in the most practical way. With this type of enclosure, we cannot guarantee to stop the leakage only to control it. It will be the owners responsibility to maintain this enclosure in a waterproof condition.

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

**NOTE:** Unless stated otherwise, HomeGuard Incorporated bids include texturing and painting repaired areas. We will cover repaired sheetrock and wood with one coat of white primer or one coat of color supplied by the owner at the time of the original repairs. Any texturing will vary from the original texture however we will match as close as possible. All painting will be on the area repaired only, feathering the paint in to blend with existing. On exterior surfaces texturing and painting will only be done when the weather permits.

**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 performed by others. All guarantees, warranties, and permits if required should be obtained from the parties performing the repairs.

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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-64235-1 and when required will follow all lead safe work practices as prescribed by the United States Environmental Protection Agency.

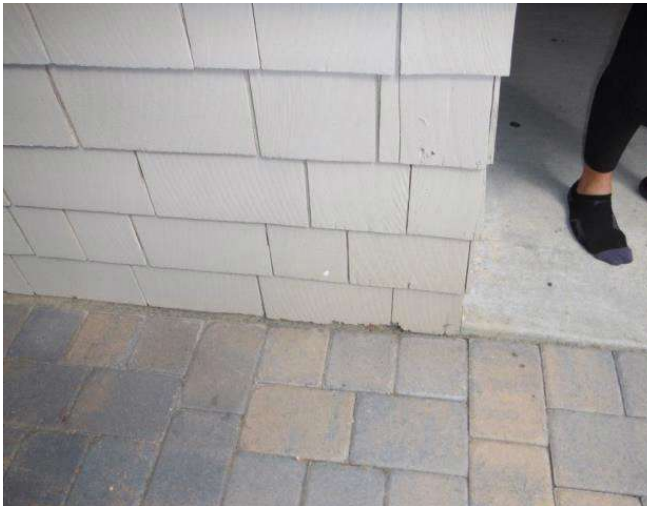
NOTE: Thank you for choosing HomeGuard Incorporated to perform your inspections. If you have any questions regarding this report, please e-mail Tom Powell at [tpowell@homeguard.com](mailto:tpowell@homeguard.com). Please bear in mind that the inspectors have full schedules during the day and will make 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!

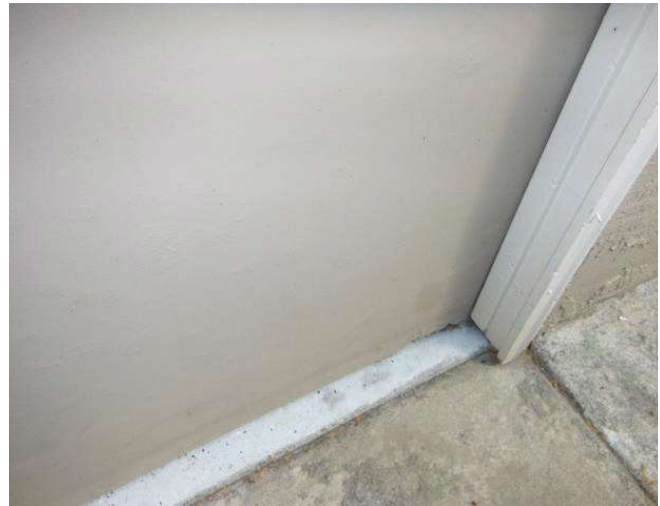
### Report Pictures:

Pictures are provided to assist in clarifying some of the findings made in this report. No relative importance should be placed on these pictures. There are likely to be significant comments that do not have pictures associated with them. The pictures in this report do not illustrate all of the damage associated with a particular item. Please read the report thoroughly and contact the inspector if you have any specific questions.

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Picture 1



Picture 2

# PLEASE BE SURE TO SIGN AND SEND ALL PAGES



## AUTHORIZATION AGREEMENT 981 Cape Buffalo Drive, San Jose - Report No. 348943

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. 348943 for the property located at 981 Cape Buffalo Drive, 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 ninety-five dollars per hour and the cost of materials plus 25%. The customer also agrees that in the case of cancelation of the contract, to pay all fees for necessary permits and any associated cost for obtaining permits. 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.



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

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**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 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. 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."

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 1:**

1A    \$275    1B    \$450    **Section 1**    **\$725**

**Section 2:**

2A    \$150    **Section 2**    **\$150**

**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**  
981 Cape Buffalo Drive, San Jose - Report No. 348943

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

**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: **5/21/2015**

Invoice No: **LIV318653T**

### Bill To:

**Kennedy Ngo  
Bay One Realty  
1350 Bayshore Hwy  
Burlingame, CA 94010**

### Property Information:

Address: **981 Cape Buffalo Drive  
San Jose CA, 95133**  
Report No. **348943TPR**  
Escrow#:

### Billing Information:

Inspection: <b>5/21/2015 Limited</b>	<b>\$315.00</b>
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Notice of Completion:	<b>\$0.00</b>
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Other:	<b>\$0.00</b>
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Total Due:	<b>\$315.00</b>
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**DUE UPON RECEIPT**

Please remit to 510 Madera Ave., San Jose, CA 95112

*There is a \$25 fee for all returned checks*