

# **AMERIPEST Inc.**

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# **Rodent Control Bundle Agreement**

Customer(s): Date:					Inspected By:		. <u></u>
Address: Phone: Email:					Phone: Lic. Number:		
ACTIVE INSPEC	TION ZONES:						COST
Attic:	Droppings	Rub Marks	□ Nests	□ Carcasses	□ Live Animals	□ Insulation	
□ Sub Area:	□ Droppings	Rub Marks	□ Nests	□ Carcasses	□ Live Animals	□ Insulation	
□ Interior:	□ Droppings	□ Rub Marks	□ Nests	□ Carcasses	□ Live Animals	□ Pathways	
Exterior:		Rub Marks	□ Nests	□ Carcasses	□ Live Animals	□ Vegetation	
Garage:	Droppings	Rub Marks			□ Live Animals	Garage Door	
Other:							
NITIAL SERVIC		d install welded	wire mesh	conner mesh ste	el wool cement n	olvurethane foam	
Rodent Exclusion: Supply and install welded wire mesh, copper mesh, steel wool, cement, polyurethane foam and caulking to patch and seal potential rodent access points and penetrations as needed.							\$
□ <b>Rodent Trapping:</b> Supply and set up – □ Snap Traps □ Glue Boards							
	Trap Location	ons:  Attic  S	Sub Area 🗆	Garage 🗆 Interi	or  Other	·····	\$
RECURRING SE	RVICES:						
Follow-up V		•			Repair new holes		\$
Total number of follow-up visits (price for any additional visit, if required \$).							¢
Bait Station		of Stations \$_	Install	Charge \$	Return Service (	Charge	\$
EXTERIOR SERVICES:   Replace: Exterior Door Sweeps Garage Door Sweep Crawl Space Door							\$
				<u> </u>		Rodent Total	\$
CLEANING AND						Rodent Total	φ
Remove, vacuum	and dispose of exis and dispose of mise <b>litizer: (complime</b> OdoBan disinfectan	cellaneous small de ntary value of \$3	ebris and dus 50)	t from attic floor su	rface.		
Supply and apply	wire mesh to patch	caulking and silico				ior of house into attic as ints and penetrations fr	
Insulation Ir	nstallation: Suppl	y and install fibe	-			tts 🛛 Blown	
	I fiberglass insulation and Disposal:	n on the attic floor.	Space	between joists:	□ 16" □ 24"		
-	-	rs. Haul away and	dispose of all	work-related trash	/debris. Include old ir	sulation disposal fees +	transportatior
otes:						Insulation Total	\$
						Other	¢
						Other	Φ
						GRAND TOTAL:	\$
containers away fro limit the rodents' ac performed (rodent e is in their nature to b	m areas rodents are a cess to human food, a ntry points are not sea e weary of new items in them, and could cause	ccessing This include ccess to animal food led) and there is a sa n their environment. N	es pet food, rav d, access to wa fe, reliable food Moving traps da pets. If interior i	wingredients, food sto ater sources, and acc d source outside the s illy when rodents are issues continue beyon	bred in cupboards, food steess to harborage. Rode tructure. Furthermore, ronot caught will not help of	dents' access to food by st stored on countertops, etc. ents may also avoid traps in idents can avoid traps for u atch rodents faster, may ca dditional visits can be purch	Occupants must f exclusion is not p to a week as it ause the animals
used by pests, insec r servicing these are all be charged \$25.0 ther party. Services r	ts, or rodents. Custom as (i.e., steep hillsides 0 service charge on ar	er acknowledges that , construction, exces ny returned checks fi hout prior arrangem	at if certain are sive foliage, et rom the bank. ent. Early cand	eas of the yard or str tc.). This agreement of This agreement may cellations on one-yea	ucture are deemed inac does not include termit be cancelled within 30 Ir term agreements will	no way responsible for da ccessible, AMERIPEST will e or wood destroying org days of the next service b result in a cancellation fe	not be respons anisms. Custom y written notic

Tech ID:

Customer Signature: Date:

I/WE, The owner(s), hereinafter referred to as "Owner", of the premises described above authorize AMERIPEST Inc., hereinafter referred to as "Contractor", to furnish all the materials and labor necessary to construct and/or improve these premises in a good, workmanlike and substantial manner according to the following terms, specifications and provisions:

# WARRANTY

1. AMERIPEST Inc. provides a lifetime warranty on rodent exclusion when paired with a rodent bait station service that is maintained and performed monthly by AMERIPEST Inc. This is a simple, good-faith warranty, that is not to be voided unless Owner, or another party with access to the property, have negligently created new openings to the structure, or are providing food, water, and harborage to rodents around the property. This warranty does not protect against rodents entering a structure through open doors or windows.

Labor: AMERIPEST Inc. ensures all accessible rodent entry points will be sealed. Ameripest employees cannot move furniture, appliances or stored items, nor can they remove roofing materials, siding, cabinetry or other fixed materials to expose inaccessible entries.

#### FIRE SPRINKLER SYSTEM

- It is to be known that, due to material wear and tear, faulty installation and due to 1 the nature of working in an attic, damage to fire sprinkler pipes may occur and can lead to a severe water damage.
- In order to perform any of the contracted scope of work, Owner is required and
- obligated to fully drain the fire sprinkler system prior to the beginning of work. Upon completion of work, it is Owner's responsibility to air pressure test the fire 3. sprinkler system prior to recharging it with water.
- Should a leak or any other damage to the fire sprinkler system, as a result of 4. AMERIPEST Inc. work, be detected; AMERIPEST Inc. reserves the right to inspect such damage or leakage and the right to perform the necessary repairs or replacement of parts prior to recharging the fire sprinkler system with water.

#### ASBESTOS & HAZARDOUS MATERIALS

Owner understands that Contractor is not qualified as a Hazardous Material Handler or Inspector or as an Hazardous Material Abatement contractor. Should any hazardous substances, as defined by the government, be found or be present on the premises it is Owners' responsibility to arrange and pay for abatement of these substances.

# PAYMENTS

- 1 IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRAC-TOR MAY REQUIRE A DOWN PAYMENT.
- THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

#### PAYMENT TERMS:

- The proposed itemized and total costs already include a discount of 3% for payments made with cash, checks or money transfer. Payments made with credit card will void the added discount unless the customer is enrolled in auto-pay prior to the date work is performed on the property.
- The total balance (final payment) is to be paid in full "Cash On Delivery" upon job 2 completion unless the customer is enrolled in auto-pay.
- Payments made later than 10 business days following job completion will incur a 3. 2% late payment fee.

#### COMPLETION DATE

Work under this agreement will be Substantially Complete within approximately 2 work days from the official start date.

## MECHANICS LIEN WARNING

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-Day Preliminary Notice'. This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplied provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to

prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe. Notice required by California Business and Professions Code §7159(c)(4): When payment is made for any portion of the work performed, Contractor shall prior to any further payment being made, furnish to Owner a full and unconditional release from any claim or mechanics' lien pursuant to § 3114 of the Civil Code for that portion of the work for which payment has been made

#### CHANGES IN THE WORK

Contractor is authorized to make minor changes in the Work which are in the interest of Owner, do not materially alter the quality or performance of the Work, and do not affect the cost or time of performance, and comply with applicable Laws, codes, ordinances and regulations. Contractor will inform Owner of each minor change made in the Work.

#### ARBITRATION

- Any controversy or Claim arising out of or relating to this contract or contract warranty or the breach thereof which cannot be resolved by mediations shall be 1. settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Anything in this contract notwithstanding, any Claim arising out of or relating to
- 2. the Contract Documents or warranty or the breach thereof may, at the option of the Claimant, be filed in any Small Claims Court having jurisdiction, in lieu of an arbitration proceeding.

#### INSURANCE, WORKERS COMPENSATION, & INJURIES:

- Contractor shall carry workers' compensation insurance and public liability 1. insurance as required by Law and regulation for the protection of Contractor and Owner during progress of the Work.
- 2. Contractor does not accept liability for any claims of injuries to humans, or animals, caused by traps, rodenticides, or pesticides used to treat and control pests as hired to do so by Owner.

#### INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD:

Contractors are required by law to be licensed and regulated by the contractors' state license board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826- 0026. State law requires anyone who contracts to do construction work to be licensed by the Contractors' State License Board in the license category in which the contractor is going to be working- If the total price of the job is \$500 or more (including labor and materials). Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors' State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees. You may contact the Contractors' State License Board to find out if this contractor has a valid license. The board has complete information on the history of licensed contractors, including any possible suspensions, revocations, judgments, and citations. The Board has offices throughout California. Please check the government pages of the White Pages for the office nearest you or call 1-800-321-CSLB for more information.

You, the buyer, have the right to cancel this contract within three business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of the Notice of Cancellation, or any other written notice to:

Contractor Name: AMERIPEST Inc.

Address: 14746 Delano street Unit 3 Van Nuys, CA 91411

Not later than midnight of the 3rd business day after signing this contract.

California Business and Professions Code Section § 7159 requires that this form be signed and dated when the contract is signed.