

## Important Disclosure – Please read carefully – RETAIN FOR YOUR FILES

10/04

**RIGHT TO KNOW:** Prior to application of pesticides to your property, State law requires that you be given the following information:

**CAUTION - PESTICIDES ARE TOXIC CHEMICALS.** Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of Food and Agriculture 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 following application, you experience symptoms similar to common seasonal illnesses comparable to the flu, contact your physician or poison control center (800-876-4766) and your pest control operator immediately. If rodenticide ingestion occurs, you may experience symptoms of mild shock/bleeding, an anticoagulant reaction.

For further information, contact any of the following:

Service Information: Pest Control Operator 760-724-8100, Pestgon, Incorporated

Health Information: County Health Department in San Diego 619-515-6555 in Riverside 909-782-2974  
in Los Angeles 888-700-9995 In Orange 714-834-8180 in San Bernardino 909-387-6280

Application Information: County Agriculture Commissioner in San Diego 858-694-2741 in Riverside 909-955-3000  
in Los Angeles 626-575-5466 in Orange 714-447-7100 in San Bernardino 909-387-2115

Regulatory Information: Structural Pest Control Board 800-737-8188, 1418 Howe Avenue, Sacramento, CA 95825

**TERMS AND NOTICES:** The total amount of this contract for any and all pest management service work is due and payable upon receipt of each billing invoice. This contract shall renew itself annually on its anniversary date. Only target pests checked on the original contract are included in the Regular Scheduled Service (RSS) Should Pestgon Inc. fail to comply with specifications of the service contract, they shall be given a thirty (30) day written notice to comply and render satisfactory service, and if at the end of such thirty day notice, unsatisfactory conditions persist, customer reserves the right to cancel the contract without further notice. In any case, either party shall give written notice thirty (30) days prior to cancellation date.

**SERVICE GUARANTEE:** The PESTGON, Inc. Service Guarantee is a promise to retreat target pests during the term of the service contract, not a guarantee of efficacy or safety. If necessary, PESTGON, Incorporated agrees to call back during the Service Guarantee period unless otherwise noted and provide retreat service at no extra charge. After the SG period, it will be understood, by both parties that target pests are controlled and any other pest management services are chargeable to the customer. Charges for Regular Scheduled Service shall continue uninterrupted by the Service Guarantee unless otherwise agreed. Upon being instructed or advised, either in writing or orally, if the customer fails to make proper preparations and/or corrections for pest management service, Pestgon Incorporated cannot assure satisfactory service and the Service Guarantee may be voided.

**RESPONSIBILITY:** Customer agrees to inform PESTGON, Incorporated of any allergic or pregnant persons occupying the premises prior to any indoor treatment and PESTGON agrees to make reasonable effort to inquire. PESTGON, Incorporated shall take every reasonable precaution to use pest control products labeled to provide the maximum safety required by the United States Environmental Protection Agency in order to protect persons, pets, and plants. However, PESTGON, Incorporated is not responsible for their health or wellbeing. Customer agrees to follow all precautionary instructions, written or oral, and to hold pest control operator harmless from any and all claims, damages and expenses arising out of pests and/or pest management services pursuant to this contract.

**PRIME CONTRACT:** In compliance with the Structural Pest Control Board, the California Department of Food and Agriculture and the United States Environmental Protection Agency, this document, even as an addendum, is the prime contract for pest control services by and between PESTGON, Incorporated and the owners and authorized agents of the property herein addressed. Consent by the Owner (s) or authorized agent (s) and performance by PESTGON, Incorporated of any part of this contract binds this contractual agreement and its terms as the prime contract. No other contractual agreement, attachments or addendum shall have any force to precede, prevail, invalidate, impair or negate this prime contract and its terms. Any changes to this contractual agreement shall be only by written agreement, which is and shall be expressly understood to be an addendum hereto. In case any one or more of the parts or provisions of this contractual agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining parts and provisions contained herein shall not be in any way invalidated, negated, affected or impaired thereby.

**PESTICIDE DISCLOSURE NOTICE:** California law (8538 Business & Professions Code and 1940.4 California Code of Regulations) requires that we provide you with pesticide disclosure notice and the following chemical information prior to our initial pest control service. Property Managers, please notify your tenants that there will be ongoing pest control performed on the exterior common areas. If we treat the interior of a unit, we will leave a copy of this pesticide disclosure notice inside the unit for the tenant.

### CHEMICAL INFORMATION AND APPLICATION RATES PER EPA LABEL INSTRUCTIONS:

Talstar CA Granules = .2% Bifenthrin, EPA-279-3166  
Borid Dust = 99% Boric Acid, EPA-9444-129  
Tempo Wettable Powder = .2% Cyfluthrin, EPA-3125-380  
Advance = .011 Abamectin B1, EPA-499-370  
Confrac Rodent Bait = .005% Bromadiolone, EPA-12455-79  
CB-80 = .5% Pyrethrins, EPA-9444-175  
Deadline Snail Bait = 4% Metaldehyde, EPA-64864-2  
Gopher Getter = .5% Strychnine Alkaloid, EPA-36029-7  
Niban = .5% Orthoboric Acid, EPA-64405-2  
Wasp-Freeze = .129% Allethrin, EPA-499-362  
Phantom = .5% Chlorfenapyr, EPA-241-392

Deltagard = .1% Deltamethrin, EPA-432-836  
Suspend SC = .06% Deltamethrin, EPA-432-763  
Delta Dust = .05% Deltamethrin, EPA-432-772  
Durham Snail Bait = 3% Metaldehyde, EPA-5481-91  
Avert = .05% Abamectin B1, EPA-499-410  
ZP Rodent Bait = 2% Zinc Phosphide, EPA-12455-79  
Fumitoxin = 55% Aluminum Phosphide, EPA-5857-1  
Maxforce = 1% Hydramethylnon, EPA-64248-19  
Purge III = .975% Pyrethrins, EPA-9444-033  
Termidor = .125% Fipronil, EPA-432-901  
Demand CS = .06% Lambda-Cyhalothrin, EPA-100-1066