

**FUMIGATION NOTICE & DISCLAIMER**  
**EMERGENCY PHONE NUMBERS DAYS (866) 891-3853 \* NIGHTS (866)891-3863**

1. After reading this Notice, sign all three copies, keep one for your Records, one copy for the Termite Company, and 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 DONE 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) The water in the fish tank does not have to be drained.
  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. Bag all or remove all foods and medicines not sealed in glass or metal containers. This includes anything that might be orally ingested such as candy and gum. It also includes food in freezers and refrigerators. In lieu of removal, these items may be placed in specially designed bags provided by your termite control company, and sealed with tape or clamps. IF WE HAVE TO BAG THE FOOD THERE WILL BE AN EXTRA CHARGE OF \$25.00 TO \$100.00 depending on the quantity of such foodstuffs.
- NOTE: The reason for removal or bagging of food items is the fact that Sulfuryl Fluoride (Zythor or Vikane) is not registered for fumigation of prepared foodstuff.
8. THE OCCUPANT SHOULD SOAK THE SOIL WITH WATER AT LEAST 12 INCHES FROM 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 16 INCHES AWAY FROM EXTERIOR OF BUILDING(S).
  9. The occupant must turn off any air conditioning unit, thermostat operated or otherwise. If any burglar alarms are to be left on, leave instructions on operation; movement 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 same for our inspection before re-locking the safe.
  11. WE REQUEST THAT THE HOMEOWNER OR OCCUPANT REMOVE ANTENNAS WHERE 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 may sometimes have to open your drawers or cabinetwork and closets; you may wish to do this prior to the fumigator's arrival.
  13. Mega Fume does not provide on-site security during a fumigation service. The customer may wish to consider implementing appropriate security measures while away from the property. Such as hiring on-site security, taking valuables to a secure location, making arrangements to set the home alarm, contacting local law enforcement and requesting extra patrols of the property while customer is away, contacting neighborhood watch or trusted neighbors to monitor the property, and driving by the property several times during the fumigation process and notify the police of any unusual observations immediately. (See Items 17. and Item F.)
  14. Where gas refrigerators exist, the occupant should allow for defrosting during fumigation, as all gas will be turned off.
  15. IN CASES WHERE PILOTS WILL NOT REMAIN LIT AFTER LIGHTING, OR WHERE THE HEATER, WATER HEATER OR OVEN ARE OLD, AND SPECIAL EXPERTISE IS NEEDED IN LIGHTING, WE WILL REQUEST THAT YOU CONTACT THE GAS COMPANY TO COME RELIGHT THE PILOT.
  16. ELECTRICITY MUST REMAIN ON OR JOB WILL BE CANCELED. RESCHEDULE FEE OF \$75.00 WILL BE ADDED TO THIS INVOICE.
  17. Mega Fume does not provide on-site security and does not assume any liability or responsibility for the care and custody of the property, or the items inside the property in the event of malicious vandalism, breaking and entering, or theft during the course of the fumigation process. It is because of this that Mega Fume requests that you remove and take with you any and all valuable items that you deem necessary, such as jewelry, coins, collections, cash, art objects and other items of value prior to the fumigation commencing.

**TERMS, CONDITIONS AND LIABILITIES**

- A. Our crews must fumigate several structures in various locations each day. Therefore, any time of 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, make arrangements with regard to keys, and leave with the assurance that your building will be properly fumigated and will be safe for your return. 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 COULD 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. Fences and gates must be unlocked and in working order. We will not be responsible for these items.
- D. Fumigations where masking tape is used (tape fumigation in lieu of tarp fumigation) and where the painted surface is old or oxidized will 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. THE ROOF SURFACE AND PERIMETER AREAS OF THE BUILDING MUST BE WALKED UPON, AND DAMAGE WILL OCCUR. THIS COMPANY WILL NOT ASSUME LIABILITY FOR SUCH DAMAGE OR CONSEQUENTIAL DAMAGE THAT WILL OCCUR TO ROOFS OR ROOF COVERINGS AND AREAS BELOW SAME, GUTTERS, ELECTRICAL WIRING, PATIO AND AWNING COVERS, SOLAR HEATING PANELS OR RELATED PLUMBING, AND LIVING PLANTS OR LANDSCAPING AT/ ADJACENT TO SUBJECT PROPERTY. TV antennas and/or Satellite dishes may be damaged or knocked out of alignment. Owner may choose to remove these items prior to fumigation, to avoid any damage. We will not be held responsible for these items.
- F. Regarding the security of your home. During the fumigation process, screened windows are left open and unlocked for fumigant ventilation of the building. Mega Fume does not provide on-site security during the fumigation procedure or after the tent(s) or seals are removed, and as our insurance does not cover malicious vandalism, breaking and entering, or theft, if homeowner or occupant wishes such security, same would be at his/her additional expense for such arrangements, and is not the liability or responsibility of this company. I have been advised of the suggested security measures listed in item 13. and I understand that Mega Fume is not liable in the event of a break in or other vandalism.
- G. All exterior doors (including water heater cabinet) to the building being fumigated must be lockable. If no hasp or other interior/exterior locking devices exists, state law requires nailing these doors shut. If the homeowner or his/her agent has not provided adequate locks, and nailing is performed by the fumigation licensee, we will assume no liability for damage to the door or door jamb. Nailing or locking is required to keep out any person such as a small child from being accidentally trapped inside.
- H. On jobs that are re-scheduled or warrant a re-fumigation, Mega Fume, Inc. or the prime contractor will not be responsible for any costs associated with the rescheduled or re-fumigated jobs, including, but not limited to, lodging of people or pets, food, travel, bagging of food, or any costs associated with this occurrence.
- I. This notice has been printed in the English language; by signature hereon, the homeowner, agent or occupant(s) agree that he/she has had this form explained in their native tongue by their own interpreter.
- J. The owner, tenant has identified all connecting structures on the property (ie. hollow walls, breezeways, rooflines, ducting, central vacuums, abutments, ect.), and has notified primary contractor and sub-contractor prior to commencement of the fumigation.
- K. In instances where zero-lot-lines exist, permission to enter neighbor's yard and neighbor's signature is required.

JOB ADDRESS: \_\_\_\_\_

TERMITE COMPANY: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

Initials \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature(s) \_\_\_\_\_

Initials \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Neighbor's Signature(s), if applicable \_\_\_\_\_

For further information, contact: Mega Fume, Inc. P.O. BOX 17716, Anaheim, CA 92817-7716 (866) 891-3863