

Termite Inspector 4 - Report Marked as Complete

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Attics - A1 and A2

Anyone experienced with home inspections knows there are two attics to be inspected, assuming there are no vaulted ceilings, which there are not.



All experienced Home Inspectors would EXPECT two different attic access points for two different attics.

No Honest or sincere inspector would have any confusion about the idea or fact that these two attics are not connected to each other or accessible to each other.

Crawl Spaces - C1

There is a 36" high crawl space under the left side of the home. (the right side is built on a slab)



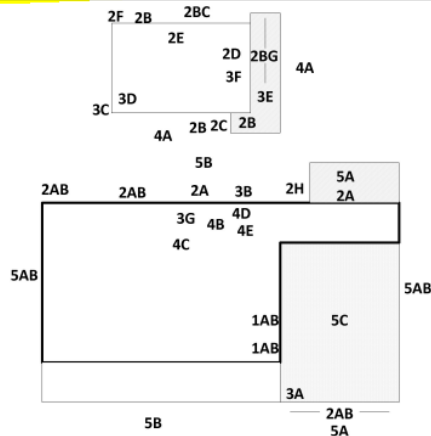
Report Format - Page 1

Page 1 of the report has mutually exclusive options for: "Complete Report", "Limited Report", "Supplemental Report", or "Reinspection Report".

Page 1 of the report breaks defects down into 5 categories.

1. Subterranean termites
2. Drywood Termites
3. Fungus/Dry Rot
4. Other findings
5. Further Inspection

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT # 20200732					
BUILDING NO. 12	STREET BAYVIEW RD	CITY CASTROVILLE	ZIP 95012	Date of Inspection 02/05/2021	NUMBER OF PAGES 1 of 7
WHEELER TERMITE CO. 9934 MIMOSA PATH Salinas, CA 93907 PH# (831) 633-2284 Email b.wheeler1959@gmail.com PR 3130					
Ordered by: KENT WEINSTEIN		Property Owner and/or Party of Interest		Report sent to:	
COMPLETE REPORT ☒ LIMITED REPORT ☐ SUPPLEMENTAL REPORT ☐ REINSPECTION REPORT ☐					
GENERAL DESCRIPTION: This is a two story, wood sided, single family residence with a raised foundation. It has an attached garage and an attached patio. It has a composition roof and was vacant at the time of inspection.				Inspection Tag Posted: Subarea.	
				Other Tags Posted:	
An inspection has been made of the structure(s) on the diagram in accordance with the 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: 1 = Subterranean Termites 2 = Drywood Termites 3 = Fungus/Dryrot 4 = Other Findings 5 = Further Inspection					



Inspected By ALEX CARRIAGA License No. FR 43400 Signature 

You are entitled to obtain copies of all reports and completion notices on this property report to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California 95815-3831.

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) 561-8708, (800) 737-8188 or www.pestboard.ca.gov. (form 11a - 3/15/08) 43M-41 (Rev. 10/01)

“Complete Report” vs “Limited Report”

The inspector marked the report as a “Complete Report”. The following will be addresses in subsequent sections:

Uninspected -- 600sf, 36” high Crawl Space - NOT noted in report Summary.

He failed to inspect the 600sf, 36” high crawl space. The omitted inspection was NOT noted in the report summary at all. A suggestion was made on page 6 in the details. An omission of this magnitude belongs on the Report Summary in BOLD..

Uninspected -- 1000sf 2nd floor attic with 5’ peak - NOT noted anywhere in the report

He failed to inspect the 2nd floor attic. That was NOT noted anywhere in the report. That note omission combined with no flagged concerns would suggest to a reader the attic was inspected with nothing to report. This is Inspector Sacrilege.

Uninspected -- Roof -- noted in the report comments

He failed to inspect the roof. According to the Structural Pest Control Board, pest inspectors are not required to inspect roofs. It seems very odd that walking on a roof looking for soft spots indicative of the exact problems they are responsible for identifying is not part of their job. .

No Detailed Repair Estimates to define Scope of Existing Damage

He failed to provide price estimates for any existing damage, and there was no other way for a report recipient

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT					#: 20200732	
BUILDING NO. 12	STREET BAYVIEW RD	CITY CASTROVILLE	ZIP 95012	Date of Inspection 02/05/2021	NUMBER OF PAGES 1 of 7	
WHEELER TERMITE CO. 9934 MIMOSA PATH Salinas, CA 93907 PH# (831) 633-2284 Email b.wheeler1959@gmail.com PR 3130						
Ordered by: KENT WEINSTEIN		Property Owner and/or Party of Interest		Report sent to:		
COMPLETE REPORT ☒ LIMITED REPORT ☐ SUPPLEMENTAL REPORT ☐ REINSPECTION REPORT ☐						
GENERAL DESCRIPTION: This is a two story, wood sided, single family residence with a raised foundation. It has an attached garage and an attached patio. It has a composition roof and was vacant at the time of inspection.				Inspection Tag Posted: Subarea.		
				Other Tags Posted:		
An inspection has been made of the structure(s) on the diagram in accordance with the 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: 1 = Subterranean Termites 2 = Drywood Termites 3 = Fungus/Dryrot 4 = Other Findings 5 = Further Inspection						

1) Two Uninspected Spaces Not Noted

All inspectors have a legal and professional obligation to clearly note any spaces that should be part of their inspection that they were unable to inspect. His notes section is at the top of page 3. He makes no comments about the crawl space omission or the 2nd floor attic omission.

BUILDING NO.	STREET	CITY	ZIP	Date of Inspection	NUMBER OF PAGES
12	BAYVIEW RD	CASTROVILLE	95012	02/05/2021	2 of 7

NOTES, CAUTIONS AND DISCLAIMERS

THE PEST CONTROL INDUSTRY RECOGNIZES A STRUCTURE TO HAVE CERTAIN AREAS BOTH INACCESSIBLE AND NOT INSPECTED. THESE AREAS INCLUDE BUT ARE NOT LIMITED TO: INACCESSIBLE AND/OR INSULATED ATTICS OR PORTIONS THEREOF, ATTICS WITH LESS THAN 18" CLEAR CRAWL SPACE, THE INTERIOR OF HOLLOW WALLS; SPACES BETWEEN A FLOOR OR PORCH DECK AND THE CEILING BELOW; AREAS WHERE THERE IS NO ACCESS WITHOUT DEFACING OR TEARING LUMBER, MASONRY, OR FINISHED WORK; AREAS OR BELOW APPLIANCES OR BENEATH FLOOR COVERINGS, FURNISHINGS; AREAS WHERE BEHIND ENCUMBRANCES, STORAGE, CONDITIONS, OR LOCKS MAKE INSPECTION IMPRACTICAL; AND AREAS OR TIMBERS AROUND EAVES THAT WOULD REQUIRE USE OF AN EXTENSION LADDER.

SLAB FLOOR CONSTRUCTION HAS BECOME MORE PREVALENT IN RECENT YEARS. FLOOR COVERING MAY CONCEAL CRACKS IN THE SLAB THAT WILL ALLOW INFESTATIONS TO ENTER. INFESTATIONS MAY BE CONCEALED BY PLASTER, SHEETROCK OR OTHER WALL COVERINGS SO THAT A DILIGENT INSPECTION MAY NOT UNCOVER THE TRUE CONDITION. THE ROOF WAS NOT INSPECTED DUE TO LACK OF ACCESSIBILITY, QUALIFICATION AND LICENSING. THESE AREAS ARE NOT PRACTICAL TO INSPECT BECAUSE OF HEALTH HAZARDS, DAMAGE, OBSTRUCTION OR INCONVENIENCE AND UNLESS SPECIFIED OR DESCRIBED IN THIS WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT. THIS COMPANY SHALL EXERCISE DUE CARE DURING INSPECTIONS AND TREATMENTS BUT ASSUMES NO LIABILITY FOR ANY DAMAGE TO TILES, SLATES, SHINGLES OR OTHER ROOFING MATERIALS, INCLUDING PATIO COVERS, ALUMINUM AWNINGS, SOLAR HEATING, PLANTS, SHRUBBERY OR PAINT DURING ANY TYPE OF TREATMENT.

THIS COMPANY SHALL RECOMMEND FURTHER INSPECTION IF THERE IS ANY QUESTION ABOUT NOTED AREAS. THIS COMPANY WILL NOT REINSPECT UNLESS A BUILDING PERMIT [WHERE APPLICABLE] IS POSTED AND SIGNED VIA: LOCAL BUILDING CODE INSPECTOR. IF A REINSPECTION IS EITHER REQUIRED OR REQUESTED IT MUST BE COMPLETED WITHIN FOUR MONTHS FROM THE DATE OF THE ORIGINAL INSPECTION. THE COST OF A REINSPECTION SHALL NOT EXCEED AND WILL BE THE SAME AS THE COST OF THE ORIGINAL INSPECTION. ANY RECONSTRUCTION TO THE STRUCTURE, AT AREAS THAT WERE INACCESSIBLE DURING THE ORIGINAL INSPECTION SHALL BE REINSPECTED BY THIS COMPANY PRIOR TO ANY CLOSING OF AREA[S]. RE: STRUCTURAL PEST CONTROL ACT ARTICLE 6 SECTION 8516[B], PARAGRAPH 1990[J]. AMENDED MARCH 1, 1974.

THE PURPOSE OF THIS REPORT IS TO DOCUMENT FINDINGS AND RECOMMENDATIONS WHICH PERTAIN TO THE ABSENCE OR PRESENCE OF WOOD DESTROYING ORGANISMS AND OR CONDUCIVE CONDITION[S] AT THE TIME OF INSPECTION. THIS REPORT SHOULD BE READ CAREFULLY AND IS NOT TO BE CONFUSED WITH A HOME MAINTENANCE SURVEY. THE CLIENT'S COOPERATION AND COMPLIANCE TO CORRECT AND OR COMPLETE THE RECOMMENDATIONS DOCUMENTED IN THIS REPORT ARE OBLIGATORY. WITHOUT A MUTUAL EFFORT THIS COMPANY CAN NOT ASSURE EFFECTIVE OR SATISFACTORY RESULTS.

THE OWNER OF THIS STRUCTURE HAS CERTAIN OBLIGATIONS REGARDING MAINTENANCE AND PERTAINING TO THE DETERRENCE OF WOOD DESTROYING ORGANISMS. MAINTENANCE PROCEDURES INCLUDE; BUT ARE NOT LIMITED TO: REASONABLE CLEANING, UPKEEP OF ROOFS, GUTTERS AND DOWNSPOUTS; PAINTING AND SEALING OF EXPOSED SURFACES; CAULKING ABOUT DOORS AND WINDOWS OR GROUTING ABOUT COMMODES, TUB AND SHOWER ENCLOSURES; STORING MATERIALS ONE FOOT AWAY THE STRUCTURE'S FOUNDATIONS; PROVIDING ADEQUATE VENTILATION, MAINTAINING PROPER DRAINAGE AWAY FROM STRUCTURE (INCLUDING SPRINKLER SYSTEMS); KEEPING SOIL LEVELS BELOW THE TOP OF FOUNDATIONS AND PROHIBITING EARTH CONTACT WITH WOOD COMPONENTS OF THE STRUCTURE(S).

PREPARATION IS MANDATORY AND IT IS THE OWNER RESPONSIBILITY TO PROVIDE THE UTILITIES NECESSARY FOR TERMITE WORK. ALL SOIL SHALL BE SOAKED SIX INCHES DEEP AND TWELVE INCHES OUTWARD FROM EXTERIOR FOUNDATIONS ONE DAY PRIOR TO FUMIGATION. ALL PLANTS OR SHRUBBERY MUST BE TRIMMED BACK ONE FOOT FROM STRUCTURE PRIOR TO ANY FUMIGATION OR SUBTERRANEAN TERMITE TREATMENT. ANY STORED MATERIALS, FURNISHINGS, ETC., ON SLAB FLOORING MUST BE MOVED ONE FOOT AWAY FROM FOUNDATION AND PARTITION WALL INSPECTING AND TREATMENT. THE OWNER MUST ALLOW ACCESS FOR ANY NECESSARY INSPECTION OR TREATMENT.

GUARANTEE POLICY:

THIS GUARANTEE EXCLUDES STRUCTURES WITH SUB SLAB HEATING/AIR CONDITIONING SYSTEMS, PLENUM CONSTRUCTION WITH AIR CONDITIONING AND HEATING DUCT IN USE, A WELL OR CISTERN WITHIN FIFTY FEET AND AREAS THAT ARE INACCESSIBLE FOR TREATMENT. ADDITIONAL EXCLUSIONS INCLUDE STRUCTURES WITH DAMAGE TO OR FROM EXCESSIVE MOISTURE, INADEQUATE CONSTRUCTION, AREAS OF INACCESSIBILITY, DETERIORATING MATERIALS, MASONRY FAILURE, GRADE ALTERATION, PIPES AND CONDUITS BENEATH CONCRETE SLAB, FURNISHINGS OR CONTENTS, ETC. NO GUARANTEE WILL BE ISSUED FOR ANY WORK THAT IS A SECONDARY RECOMMENDATION OR WORK COMPLETED BY OTHERS. GUARANTEED FOR THIRTY DAYS ARE ANY PLUMBING, GROUTING, CAULKING AND RESETTING OF COMMODES, SINKS OR ENCLOSURES. ALL OTHER WORK PERFORMED BY THIS COMPANY SHALL BE GUARANTEED FOR THE DURATION OF ONE YEAR. WITH THE EXCEPTION OF FUMIGATION WHICH IS GUARANTEED FOR A PERIOD OF TWO YEARS. FUMIGATION GUARANTEE APPLIES TO EXISTING INFESTATIONS ONLY. LOCALIZED TREATMENTS OTHER THAN SECONDARY RECOMMENDATIONS ARE GUARANTEED TO TREATED AREAS ONLY.

THIS WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT DOES NOT INCLUDE WORK WHICH REQUIRES CONTACT WITH MATERIALS CONTAINING ASBESTOS. TERMITE INSPECTORS HAVE NO EXPERTISE OR LICENSE IN ASBESTOS ANALYSIS. ASBESTOS IS A NATURAL OCCURRING MINERAL FIBER USED EXTENSIVELY IN CONSTRUCTION PRIOR TO 1978. THE OWNER, EMPLOYEE OR CONTRACTOR MUST DETERMINE THE ASBESTOS STATUS PRIOR TO THE COMMENCEMENT OF WORK ON A PROJECT. OCCUPANTS AND EMPLOYEES MUST BE PROTECTED FROM ASBESTOS FIBER RELEASE. SHOULD ASBESTOS BE OBSERVED DURING ANY CONSTRUCTION OR DEMOLITION, WORK MUST STOP. THE OWNER SHALL OBTAIN THE SERVICES OF AN ASBESTOS ABATEMENT CONTRACTOR TO EVALUATE THE SITUATION, PROVIDE THE NECESSARY SERVICES AND CERTIFY THE AREA SAFE BEFORE WORK MAY RESUME. ASBESTOS STATEMENT REF: AB2040, SB2572 AND GENERAL INDUSTRY SAFETY ORDER NUMBER 5208.

"NOTICE": REPORTS ON THIS STRUCTURE PREPARED BY VARIOUS COMPANIES SHOULD LIST THE SAME FINDINGS (I.e.... TERMITE INFESTATIONS, TERMITE DAMAGE, FUNGUS DAMAGE, ETC.) HOWEVER RECOMMENDATIONS TO CORRECT THESE FINDINGS MAY VARY FROM COMPANY TO COMPANY. YOU HAVE A RIGHT TO SEEK A SECOND OPINION FROM ANOTHER COMPANY."

Form: XFRX_T1A --10.08.08

Report #: 20200732

BUILDING NO.	STREET	CITY	ZIP	Date of Inspection	NUMBER OF PAGES
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NOTE:

THE ROOF WAS NOT INSPECTED. IF ROOF INFORMATION IS NECESSARY, PLEASE CONTACT THE APPROPRIATE LICENSED TRADESMAN.

2ND FLOOR ATTIC? CRAWL?

2) 2nd Floor Attic Defects - \$7k to \$10k

The 2nd floor attic was 1000 sf with a 5' peak. All 1000 sf of the attic insulation had been destroyed by a rodent invasion. As soon as the access panel to the 2nd floor attic was removed, the odor was overwhelming. Just removing the attic access door would have told the inspector there was a problem.

The photos below are from the inspection report we paid for.

8. Insulation Condition

Observations:

- **Tunneling observed at house insulation.**
- **The insulation installed in the rafters is disturbed by rodent activity. The house insulation is minimal. Recommend having the existing insulation replaced due to rodent damaged.**



Found dispersed.



Rodent activity noted.



Comments:

1. I was in the attic with a Contractor doing an initial inspection and witnessed this myself.
2. I was in the attic on the subsequent inspection with the Home Inspector when these images were taken.
3. Access to the attic was small be sufficient for entry. I'm 5'10", 170 pounds.

3) Fascia Defects - \$8,000

Images

The arrow below is pointing to a perfectly round hole in the fascia. That hole was created by Alex when doing his inspection. They use a bolt on the end of a stick to push on the wood to see someone has "covered up" dry rot with putty and paint.



2A and 2B

2A and 2B is the code he used to denote fascia dry rot.

2. DRYWOOD TERMITES

ITEM NO. 2A (Section 1)

FINDING AND

RECOMMENDATION: 2A

FINDING: (SECTION 1)

EVIDENCE OF DRYWOOD TERMITES AS INDICATED BY 2A ON THE DIAGRAM. THE EVIDENCE NOTED IN THE SOFFITS, FASCIA, EAVES, SIDING, RAFTERS.

RECOMMENDATION: 2A

RECOMMENDATION:

FUMIGATE THE STRUCTURE(S) WITH (SULFURYL FLUORIDE) A FUMIGANT LETHAL TO DRYWOOD TERMITES. SEE THE OCCUPANTS FUMIGATION NOTICE FOR FURTHER DETAILS. THIS COMPANY IS NOT RESPONSIBLE FOR DELAYS OR SCHEDULE CHANGES DUE TO INCLEMENT WEATHER OR OTHER AGENCIES, NOR IS IT RESPONSIBLE FOR DAMAGE TO ROOF OR PLANTS AS A RESULT OF THE FUMIGATION. REFER TO THE OCCUPANT'S FUMIGATION NOTICE/PREPARATION SHEET (SENT SEPARATELY) FOR ADDITIONAL INFORMATION.

ITEM NO. 2B

(Section 1)

FINDING AND

RECOMMENDATION: 2B

FINDING (SECTION 1)

DRYWOOD TERMITE DAMAGE WAS NOTED TO FASCIA.

RECOMMENDATION: 2B

RECOMMENDATION:

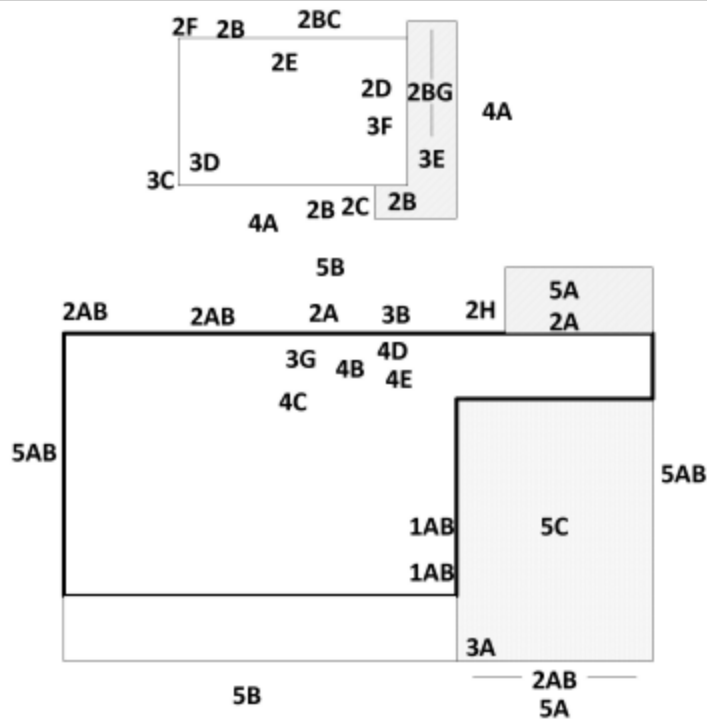
REMOVE AND REPLACE OR REINFORCE AS NECESSARY WITH TODAY'S AVAILABLE WIDTHS AND GRADES.

Form: XFRX_T1A --10.08.08

Report #: 20200732

above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on chnc

= Subterranean Termites 2 = Drywood Termites 3 = Fungus/Dryrot 4 = Other Findings 5 = Further Inspection



If he had filled this out honestly, it would have looked more like this.. In fact, the 8,000 would have been spread across the 2's, but you get the gist. Without a professional Inspector who pointed out the damage with a little text telling you that damage represented \$8,000 in repairs would you have known that?

Work Authorization

Page 2 of 3 pages

Prepared by

Report #: 20200732

WHEELER TERMITE CO.

ADDRESS OF PROPERTY INSPECTED

BUILDING NO.	STREET	CITY	ZIP	COUNTY CODE	DATE OF INSPECTION
12	BAYVIEW RD	CASTROVILLE	95012	27	02/05/2021

Section 1

1A = 1400.00 P

2A = 2382.00 P

2B = BID UPON REQUEST

8,000

2C = BID UPON REQUEST

2D = BID UPON REQUEST

2E = BID UPON REQUEST

2F = BID UPON REQUEST

2G = BID UPON REQUEST

2H = BID UPON REQUEST

3A = BID UPON REQUEST

3B = BID UPON REQUEST

3C = BID UPON REQUEST

3D = BID UPON REQUEST

3E = BID UPON REQUEST

3F = BID UPON REQUEST

4E = BID UPON REQUEST

Section 1 Totals

Total using primary recs \$ 3782.00

Our Inspection Report // Quote from a Licensed Contractor

Our inspection report included repair pricing. It totalled about \$8,000 in damages and most was in fact related to that fascia. A separate verbal quote we got in the presence of the Seller's Agent from a Licensed Contractor for the Fascia was also \$8,000.

against your property if they are not paid.

ITEMS				
Prefix	Section I	Section II	Further Inspection	Other
1A	1,200.00	0.00	0.00	0.00
1B	100.00	0.00	0.00	0.00
1C	owner	0.00	0.00	0.00
2A	2,300.00	0.00	0.00	0.00
2B	100.00	0.00	0.00	0.00
2C	1,650.00	0.00	0.00	0.00
2D	150.00	0.00	0.00	0.00
2E	100.00	0.00	0.00	0.00
3A	200.00	0.00	0.00	0.00
3B	245.00	0.00	0.00	0.00
3C	750.00	0.00	0.00	0.00
3D	295.00	0.00	0.00	0.00
3E	2,195.00	0.00	0.00	0.00
3F	1,460.00	0.00	0.00	0.00
3G	650.00	0.00	0.00	0.00
4A	0.00	owner	0.00	0.00
Property Owner: _____ Date: _____ Inspected By: _____ Date: _____				
Owner's Agent: _____ Date: _____				



Jacks Termite Solutions
 220A Tucker Rd
 Royal Oaks CA 95076
 (831) 254-4281
 jackstermitesolutions@gmail.com

Page 2 of 2

WORK AUTHORIZATION

Report #: 10347

Prefix	Section I	Section II	Further Inspection	Other
4B	0.00	owner	0.00	0.00
4C	0.00	owner	0.00	0.00
4D	0.00	owner	0.00	0.00
4E	0.00	owner	0.00	0.00
4F	0.00	owner	0.00	0.00
4G	0.00	owner	0.00	0.00
4H	0.00	owner	0.00	0.00
4I	0.00	owner	0.00	0.00
4J	0.00	owner	0.00	0.00
4K	0.00	owner	0.00	0.00
4L	0.00	owner	0.00	0.00
Total:	11,395.00	0.00	0.00	0.00

GRAND TOTAL:

11,395.00

TOILET PAPER - Report without Repair Estimates for existing Damage is functionally useless. It even makes for bad toilet paper.

Alex indicated he provided estimates to Clients at no additional cost, when they ask for them.

Providing a report without them to a Real Estate Agent knowing a transaction was pending is analogous with a Medial Doctor providing a Patient with a signed, but blank prescription to do whatever s/he pleases with....

Work Authorization

Page 2 of 3 pages

Prepared by

Report #: 20200732

WHEELER TERMITE CO.

ADDRESS OF PROPERTY INSPECTED

BUILDING NO.	STREET	CITY	ZIP	COUNTY CODE	DATE OF INSPECTION
12	BAYVIEW RD	CASTROVILLE	95012	27	02/05/2021

Section 1

1A	=	1400.00 P
2A	=	2382.00 P
2B	=	BID UPON REQUEST
2C	=	BID UPON REQUEST
2D	=	BID UPON REQUEST
2E	=	BID UPON REQUEST
2F	=	BID UPON REQUEST
2G	=	BID UPON REQUEST
2H	=	BID UPON REQUEST
3A	=	BID UPON REQUEST
3B	=	BID UPON REQUEST
3C	=	BID UPON REQUEST
3D	=	BID UPON REQUEST
3E	=	BID UPON REQUEST
3F	=	BID UPON REQUEST
4E	=	BID UPON REQUEST

Section 1 Totals

Total using primary recs \$ 3782.00

Cost of all Primary Recommendations \$ 3782.00

NOTE: Damage found in Inaccessible Areas may require a Supplemental report and/or Work Authorization, or may require amendments to this Work Authorization.

NOTICE TO OWNER

SIDE NOTE: It also should be noted that items 4A, 4B, 4C, 4D, and 5A, 5B and 5C that did exist in the diagram but not on this itemized list. The concern there is that the page that included those details was in fact "omitted" from our version of this report that was delivered to us just after Contract Ratification. An interesting "coincidence" to add to the list, but not worth focusing on too much at this time.

The Seller's Agent, not the Seller, was the Bill to for the Report

WHEELER TERMITE CO. 9934 MIMOSA PATH Salinas, CA 93907 PH# (831) 633-2284 Email b.wheeler1959@gmail.com		INVOICE Invoice Number: 20200732 Invoice Date: 02/05/2021												
Bill To: KENT WEINSTEIN	Address of Property Inspected: 12 BAYVIEW RD CASTROVILLE, CA 95012													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border-bottom: 1px solid black; padding-bottom: 5px;">Invoice Description:</td> <td style="width: 30%; border-bottom: 1px solid black; padding-bottom: 5px;">Date of Inspection:</td> <td style="width: 40%; border-bottom: 1px solid black; padding-bottom: 5px; text-align: right;">02/05/2021</td> </tr> <tr> <td style="padding-top: 5px;">Termite Inspection Report Fee: \$</td> <td style="padding-top: 5px; text-align: right;">195.00</td> <td style="padding-top: 5px; text-align: right;"><i>(Termite work not included.)</i></td> </tr> <tr> <td style="padding-top: 5px;">(CK#) Payments: \$</td> <td style="padding-top: 5px; text-align: right;">195.00</td> <td style="padding-top: 5px; text-align: right;">Date: 02/06/2021</td> </tr> <tr> <td style="padding-top: 5px; text-align: right;">TOTAL DUE: \$</td> <td style="padding-top: 5px; text-align: right; border-top: 1px solid black;">0.00</td> <td></td> </tr> </table>			Invoice Description:	Date of Inspection:	02/05/2021	Termite Inspection Report Fee: \$	195.00	<i>(Termite work not included.)</i>	(CK#) Payments: \$	195.00	Date: 02/06/2021	TOTAL DUE: \$	0.00	
Invoice Description:	Date of Inspection:	02/05/2021												
Termite Inspection Report Fee: \$	195.00	<i>(Termite work not included.)</i>												
(CK#) Payments: \$	195.00	Date: 02/06/2021												
TOTAL DUE: \$	0.00													
TERMS: Due upon receipt of invoice.														

NOTICE TO OWNER

Under the California Mechanics Lien Law any structural pest control company which 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 his or her work or supplies, has a 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 structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime 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.

Summary Email Dialogue with Alex

This is a summary email string with Alex. We spoke on the phone for about 30 to 60 minutes after I sent him a demand for information.

1) Email with summary of verbal dialogue

On Wed, Mar 15, 2023, 3:15 PM Bryan Canary <bryan@bryancanary.com> wrote:

Hi Alex -

Thanks for your time today.

Per our conversation, please check on who got billed and who paid for the termite transaction for 12 Bayview.

Below is a summary of our dialogue. Please indicate if I missed anything relevant or mischaracterized anything.

Thanks much for your time and the good dialogue.

b

1. The agent was not familiar to you. you've only done one inspection for him. you assume he got your name from others in his office you do work for
2. The agent called you and coordinated the inspection
3. The agent was there for the inspection. He got you in the home and oriented, he referenced the 1st floor attic access and then he was in his car during your inspection.
4. You did not inspect the 2nd floor attic. You indicated you typically look for attic access in closets and such. it's unclear if you missed seeing the small access or if he had suggested the fact that none existed. You seem to feel he may have said none existed but that is not a clear memory.
5. You typically note if an important area like an attic is not inspected. That note was not made on this report. It was an accidental oversight. You do not recall getting any instructions from the agent to intentionally omit that type of note.
6. The agent did NOT specify he wanted repair estimates. That is something that some agents who order reports ask for for negotiation purposes. Others do not.
7. You only provide repair estimates for your reports when asked by the customer, be that the agent, a buyer or seller
8. You never spoke to the agent or seller after delivering a report. They never called for "clearance report" or any other support for the report.
9. You do carry errors and omissions insurance. It's definitely relevant if you provide a clearance report and something was done incorrectly. It may or may not be relevant for a missing comment about an attic inspection omission. We don't know that and it shouldn't be relevant given the context of the behavior committed by the Seller's Agent, Buyer Agent Seller and Brokers in general.
10. In general, the industry is filled with various shades of ethical challenges. s is often the case in most construction related industries. . There is a bigger concern with national companies offering "free" inspections and then upselling on treatments that are not required and obtaining recurring contracts that are typically not required.

2, 3 - Closing volleys

Re: 12 Bayview - Conversation Summary



Bryan Canary <bryan@bryancanary.com>

Mar 20, 2023, 10:44 AM



Reply



to alex ▾

3

perfect. that's more than enough for my needs given Micah was out of state the entire time.

many thx.

b

2

On Mon, Mar 20, 2023 at 10:14 AM alex carriaga <wheelertermite2@gmail.com> wrote:

It was paid by check that day. So was probably paid by realtor. Online account does not go back that far.

1

On Wed, Mar 15, 2023, 3:15 PM Bryan Canary <bryan@bryancanary.com> wrote:

Hi Alex -

Thanks for your time today.

Per our conversation, please check on who got billed and who paid for the termite transaction for 12 Bayview.

Below is a summary of our dialogue. Please indicate if I missed anything relevant or mischaracterized anything.

Thanks much for your time and the good dialogue.

b

1. The agent was not familiar to you. you've only done one inspection for him. you assume he got your name from others in his office you do work for
2. The agent called you and coordinated the inspection
3. The agent was there for the inspection. He got you in the home and oriented, he referenced the 1st floor attic access and then he was in his car during your inspection.
4. You did not inspect the 2nd floor attic. You indicated you typically look for attic access in closets and

Comments

1. I believe we spoke about the crawl space and if i recall he said it just looked like a mess under the home so he didn't go in. Unfortunately, I didn't memorialize that part of the dialogue in writing and can't recall if we covered that or not.
2. I do NOT believe Alex was being honest about the 2nd floor Attic. The fact that his failure to inspect the attic and his failure to note that omission was IDENTICAL to the Home Inspection, along with the other vague reporting, that mirrors that of the Home Inspector is statistically "beyond coincidental".