TERMS, CONDITIONS AND LIABILITIES

THIS COMPANY ASSUMES NO RESPONSIBILITY FOR ANY DAMAGE TO SOLAR HEATING SYSTEMS

IT IS THE RESPONSIBILITY OF THE HOMEOWNER OR THE AGENT TO HAVE ALL ITEMS ON THE FOLLOWING CHECKLIST DONE BEFORE THE FUMIGATION CREW ARRIVES. HOWEVER, IN CASE OF RAIN OR STRONG WINDS, THE JOB MAY HAVE TO BE POSTPONED TO A LATER DATE. IN THE EVENT OF RESCHEDULING OR RE-FUMIGATIONS, AAA FUME INC. IS NOT RESPONSIBLE FOR ANY COSTS INCURRED FOR ROOMS (HOTEL OR MOTEL) FOR OWNERS, GUESTS OR TENANTS, FOR ANY FOOD OR BOARDING OF ANY ANIMALS OR PETS. THE FOLLOWING ITEMS MUST BE DONE AND FUMIGATION NOTICE SIGNED WHEN CREW ARRIVES. FAILURE TO DO SO WILL POSTPONE THE JOB AND A RESCHEDULING FEE MAY BE REQUIRED.

1. Remove all people and pets, including fish and birds. Pets must be removed from yards including cats. The water in fish tanks does n o t need to be drained.
2. Remove all interior and exterior plants, whether potted or hanging in/on building(s). OUR FUMIGATION CREWS WILL NOT MOVE HEAVY PLANTS AND/OR PLANTERS.
3. Remove baby mattresses enveloped with plastic. Water beds do not need to be removed or altered. Unzip plastic covers over clothing or mattresses.
4. Remove foods and medicines NOT sealed in glass or metal containers. This includes anything you ingest orally, such as gum or candy. It also includes food in freezers and refrigerators. In lieu of removal, these items may be placed in nylo fume bags of 4 mil or greater thickness and sealed with tape or clamps. IF WE MUST BAG FOODS OR MEDICATIONS, THERE WILL BE A CHARGE OF $25.00 PER BAG. IF FOOD OR MEDICATIONS ARE THROWN AWAY, AAA FUME INC. IS NOT RESPONSIBLE FOR REPLACEMENTS OF THE SPOILED FOOD OR MEDICINE. NOTE: The reason for removal or bagging of food items is because Vikane is not registered for fumigation of prepared food. Therefore, FOOD MUST BE REMOVED OR BAGGED AS A REQUIREMENT RATHER THAN OUT OF FEAR OF CONTAMINATION. AAA FUME INC. is not responsible for spoiled food or medication the crew has bagged or thrown away. AAA FUME INC. will not replace or reimburse any money to replace the spoiled food or medicine.
5. The occupant must soak the soil around the building at least 12" from the foundation outward. This can be done the evening before. This may help protect the plant root growth. WATER MUST BE TURNED ON DURING THE FUMIGATION. All automatic timing devices (sprinklers, lights, alarms, etc.) must be turned off prior to the fumigation. AAA FUME INC. will not be responsible for any damage to lighting fixtures or other items that project from the structure.
6. IMPORTANT: Open all drawers, cabinets, and closets prior to fumigation. This is required by the State Regulatory Agency. If key arrangements have not been made, please make arrangements with the licensee of the fumigation crew when he arrives. We must have access to all parts of the structure(s) being fumigated. This includes rooms or garages usually kept locked. ACCESS IS REQUIRED BY LAW. Keys must be given to the person in charge. Burglary alarm systems must be turned off during the fumigation.
7. The occupant must cut back plant growth where possible 12" to 18" away from the structure(s) to be fumigated. THIS INCLUDES IVY, VINES AND BOUGANVILLA. Clean all debris away from the structures(s). IF DEBRIS IS NOT CLEARED AWAY AND VINES AND TREES ARE NOT TRIMMED, THE FUMIGATION CREW CANNOT GET A GOOD GROUND SEAL WITH THE TARPS. PLANTS, VINES, GRASS, ETC. THAT MIGHT BE COVERED DURING THE FUMIGATION PROCESS MAY CAUSE THE COVERED PLANTS, VINES, AND GRASS ETC., TO DIE.
8. We request that the occupants remove TV antennas and/or Satellite dishes where possible. If we must remove them, AAA FUME INC., will assume no responsibility for any damage to or replacement and/or alignment of antennas. Old and oxidized antennas are usually damaged when they are removed or replaced.
9. IMPORTANT: All vehicles, boats, trailers, campers, etc., must be removed from driveways and RV parking areas during the fumigation. Vehicles must be removed from garages/carports. AAA FUME Inc. can assume no responsibility for damage to the same. IN CASE A VEHICLE IS LEFT IN THE GARAGE, THE WINDOWS AND TRUNK MUST BE LEFT OPEN.
10. AAA FUME INC. does not turn on or off the gas. The gas company is the only persons allowed to turn on or off the gas to the property. AAA FUME INC. is not responsible for any damage that this may cause to or all utilities related to the gas. The gas service must be shut off by the gas company only. The Southern California Gas Company must be called at least 2 business days prior to the fumigation date. For the Long Beach Gas Company, they require at least 5 business days prior to the fumigation date.
11. ROOFS: The roof surface and perimeter areas of the building must be walked upon and damages may or will occur, although the utmost care will be exercised. Neither the termite company nor AAA FUME INC., will assume any liability for such damages or consequential damage that may or will occur to roofs or roof covering and areas below same, gutters, electrical wiring, patio and awning covers, solar heating panels or related plumbing, living plants, trees or landscaping at or adjacent to the subject property. IN CASE OF OLD BRITTLE WOOD SHINGLES, SHAKE OR COMPOSITION ROOFS, NEW OR OLD TILE OR ALUMINUM ROOFS, THERE IS ALWAYS THE POSSIBLIITY OF DAMAGE.
12. SECURITY: During the fumigation and aeration period, the possibility of burglary exists as it does any time you leave your home, therefore, we recommend you take any steps you feel necessary to prevent this. WE DO NOT PROVIDE ON-SITE SECURITY DURING THE FUMIGATION PROCEDURE OR AFTER THE TARPS OR SEALS ARE REMOVED, EXCEPT AS REQUIRED BY THE STATE OR LOCAL ORDINANCE. Our insurance does not cover malicious vandalism or theft. It is in your best interest that all valuables, such as jewelry, money, and objects of art be removed prior to fumigation. Owner/occupants/agents may post a guard at the property at his/her own discretion and cost. WE WILL NOT BE RESPOSIBLE FOR ANY LOSS OR DAMAGE DUE TO VANDALISM, THEFT, OR OTHER ACTS OF THIRD PARTIES.
13. NEIGHBOR: If tarping of the building will require entrance into one or more neighbor's yard(s) by the fumigators, pets must be removed or tied up on the yards to prevent such animals from being poisoned and to allow our crew access. It will be up to the owner/agent to inform the neighbor(s) of the impending fumigation and the date thereof and lack of doing so will not be our liability. Neighbor's plans may be affected if growing on or directly adjacent to your building. Please obtain neighbor's signature where indicated on the front of this document indicating notice and knowledge of the above.
14. Air conditioners and heaters need to be turned off during the fumigation. AAA FUME INC. will not be held responsible for any damages to these units.
15. Fumigations require the use of masking tape. Where the painted surface is old, oxidized, or improperly applied, peeling or chipping will occur. Even though these surfaces appear to be in good condition AAA FUME INC., assumes no responsibility for any damage caused by the use of masking tape.
16. If tarping of the building will require entrance into your neighbor's yard by the fumigators, his pets must be removed or tied up. It is your responsibility to inform your neighbor and secure permission to enter their property.
17. It is impossible to eliminate all risks associated with use of this product (Vikane Gas and Chloropicrin warning agent). Plant injury, lack of performance, or other unintended consequences may result because of such factors as use of the product, such as unfavorable temperature, soil conditions, etc.), abnormal conditions (such as excessive rainfall, droughts, tornadoes, hurricanes), presence of other materials, the manner of application, or other factors, all of which are beyond the control of AAA FUME INC. All such risks shall be assumed by owner or authorized agent of property being fumigated.
18. No one can enter the property for any reason before the property has been certified for a safe re-entry by a licensed fumigator once the property has been covered and the Vikane Gas has been released. Upon entering a property that is not certified by a licensed fumigator AAA FUME INC. will not be held responsible for that person or persons becoming ill.