



Retail Installment Contract - PROPERTY IMPROVEMENT
MORALES EXTERMINATING CO., INC.

P.O. Box 1115 • Rosemead • CA 91770

LICENSED - BONDED - INSURED

State License No. PR 5232

www.moralesext.com

Date 2/21/03

No **13203**

Tel. (800) 326-9250

Owner Newson Trinh

Telephone (626) 999-6732

Job Address ("Premises") 8248 E Live Oak St

City / Zip San Gabriel 91776

NOTICE TO THE BUYER: (1) Do not sign this agreement before you read it or if it contains any blank space. (2) You are entitled to a complete filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and to obtain a partial refund of the finance charge, if any, provided for herein.

For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the "Owner," as described above and **MORALES EXTERMINATING CO., INC.** ("Contractor") do hereby agree as follows:

1. Contractor shall perform the following described work (as checked below) on the above described "Premises," including the provision of all labor and material thereof, commencing within 5 days, and finishing within approximately 30 days.

- A. Clean sub-area of excessive cellulose debris, embedded wood to be heavily treated.
- B. Drill and Pressure treat Interior Slab Garage Slab Patio Slab _____ for the control of subterranean termites.
 Drill and Pressure treat Porches front rear side _____ for the control prevention of subterranean termites.
- C. Chemically treat areas of infestation in sub area for the control prevention of subterranean termites. Remove or destroy earthen tubes.
- D. Rod Treat exterior soil around exterior foundation of house garage _____
- E. Fumigate House Garage _____ with vikane gas using tarp or tape for the elimination of drywood termites cover or remove evidence. Fumigation is guaranteed for two (2) years.
- F. Chemically treat visible and accessible areas of house garage _____, for the control of: Drywood Termites Carpenter Ants Powder Post Beetles. _____ Cover or remove visible and accessible evidence. Note: Local Treatment is Not Intended To Be An Entire Structure Treatment Method. If Infestations Of Wood- Destroying Pests Extend Or Exist Beyond The Area(S) Of Local Treatment, They May Not Be Exterminated. For localized treatment: holes may be drilled into walls and painted timbers. This company is not responsible for damage to wall coverings and touch up painting is not included.
- G. Owner acknowledges he/she has been advised of the difference between a fumigation and the secondary measure of treating the property; and, for reasons best known to the owner, has advised this company to do the secondary method of treating the visible and accessible areas of: House Garage _____. Owner has been advised that in order to eliminate the termites in the inaccessible areas in these structures, said structures should be fumigated. Owner has been further advised that when a secondary method of treatment, which consists of treating the visible and accessible areas of the aforementioned structures but that said treatment is not as effective as a fumigation. Owner has been further advised that when secondary methods of treatments are used and all areas of infestation are not eliminated due to termites being in an area not visible or accessible, that this company will be unable to give escrow clearance in the event the property is sold or re-financed. Since the owner is not desirous of paying for costs of a fumigation and understands that said secondary treatment is not a guarantee of elimination of termites, then Company will do said secondary treatment measure in a good and workmanlike manner and will cover and/or remove the evidence of the termites in the visible and accessible areas. Cost for fumigation \$ _____
- H. Treat critical areas of attic sub-area _____ _____
- I. Drill and Dry Foam Wall Void at _____ _____ _____
- J. _____

2. Owner acknowledges receipt of State report. The foregoing work includes all work recommended in structural pest control report DATED 2/21/03 except that, as requested by Owner, the following work will not be performed:

2B 3A 4A

3. Owner agrees to pay Contractor or his assignees at its address above or other locations as notified:

A. CASH PRICE\$ 5236

B. MINUS ADJUSTMENTS\$ 933

C. LESS CASH DOWNPAYMENT\$ _____

D. UNPAID BALANCE-DUE ON COMPLETION\$ 4773

Method of Payment:

- Cash / Check on completion.
- Visa / Mastercard AmEx Discover Debit
- To be paid out of Escrow # _____ within 30 days; otherwise cash in full due on demand.

4. You have entered into a transaction which may result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund of any downpayment or other consideration if you cancel. When a customer exercises his right to rescind he is not liable for any finance or other charge, and security interest becomes void upon such rescission. Within 10 days after receipt of notice of rescission, the creditor shall return to the customer any money or property given as earnest money, downpayment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of security interest created under the transaction. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligations under this section, the customer shall tender the property to the creditor, except that if return of the property in kind would be impractical or inequitable, the customer shall tender its reasonable value.

5. This Contract contains the entire agreement of the parties hereto, and there are no warranties, representations or guarantees between the parties except as expressly set forth herein. It is acknowledged that the above described work may include the application of toxic and poisonous substances. Contractor shall not be responsible or liable for any injury or damage to shrubs, trees, plants, landscaping, roof mounted antennas, roofing materials, decorative structural items, underground pipes or animals resulting from work performed in connection with the performance of this Contract and Owner hereby releases and waives any claim or right which he may otherwise possess in connection therewith, Owner warrants that Owner is record title owner of the above described Premises or is fully authorized by the owner to contract as set for herein.

6. Control Service Agreement Number _____ To be issued if Owner requests, At \$ _____ per year.

7. Time is of the essence and no indulgence or acceptance of delinquent or partial payments constitutes a waiver of Contractor's rights. Upon any default