

4/03/08

026- C018000

289 Cummins Ave

Building Inspection Complaints: Bugs Infestation Procedure

1. Complaint comes in.
2. Record specifically as bug infestation in urban insight under complaint
3. Call landlord or property manager and ask if they are aware of the problem.
 - a. If they say yes, they have confirmed the presence of the bug and no on site inspection is required.
 - b. If they deny or are unaware an on site inspection will be necessary to confirm the infestation.
4. Confirmation can be obtained by
 - a. Property owner says yes, she/he is aware of the problem.
 - b. Inspector must see the bug to confirm. 1st approach is inspecting to see the bug. Another avenue might be to ask the tenant to catch a bug for you; they can put it in a bag or tape in to a piece of paper.
5. Once the problem is confirmed the property owner must hire a licensed pest control company to address the issue. Contact the owner and the pest control company.

a. Confirm a contractual relationship. Modern Pest
Terri Pabst 607-0722

b. What is the plan? monthly inspections
 — Treat 3 units per month
3/07 + 04/07 All 7 units treated

c. Ask about the building, how large, what is the extent of the infestation?

d. What is the level of cooperation including tenants.
 — Tenant # 6 was partially prepared 3/07/08 per Modern records.

e. What does the licensed contractor think should be done? 3/24 7 units Hall + laundry - recommendations
~~the two concerns~~ AS per plan - no other

f. Is the contract entire building or just one space
 $\frac{1}{2}$ of Building Unit 1 + 6 suspected.

6. Have the contractor or property owner fax you a copy of the contract.

026-2018



Portland Service
Center

Memo

To: Bob Machado (Property Manager for Ellie LLC)
From: Terri Pabst
CC:
Date: March 10, 2008
Re: 289/291 Cumberland Avenue Portland, Me

APR - 3 2008

Bob,

On October 24th, 2007 I inspected your Cumberland Avenue building for Bed Bugs per your request. I located Bed Bugs in one unit and recommended you treat 3 units and then enter into a monthly preventative Bed Bug Program. You immediately signed on with Modern and we have been treating this building since October 29th 2007. I had a conversation with the tenant in unit 6, and clearly remember that conversation, and that unit had no signs of bed bugs and we have no record of them until recently. We got a call from you to go and treat that unit and we've attempted twice and the unit was not prepped properly. As you know bed bugs are difficult to control and when people bring in used furniture and allow friends to come and go in their unit it makes it even tougher to control. I'm sure with your desire to keep this building free of bed bugs and working as a team we can get this new infestation under control.

Sincerely,

Terri Pabst
Commercial Sales Rep
607-0722



Toll Free
1-800-696-3775

Terri Pabst
Sales Professional

Westbrook 207-772-0012
Biddeford 207-282-5775
Sanford 207-324-4800

34-A Thomas Drive
Westbrook, ME 04092

Cell: 207-607-0722
Fax: 207-773-0880
terripabst@modernpest.com

25127

APR 3 2008

Service Address

Client: Tommy Inc
 Street: 2201 W 10th St
 City: Las Vegas NV St: NV Zip: 89102
 Phone: 702-735-1604 Fax: _____
 Contact Name: Tommy Inc
 Email: _____
 Structure(s) Covered: _____

Billing Address

Client: Tommy Inc
 Street: 2201 W 10th St
 City: Las Vegas NV St: NV Zip: 89102
 Phone: _____ Fax: _____
 Contact Name: _____
 Email: _____

Service Program

Modern will conduct a thorough visual inspection of the premises for evidence of infestation by Bed Bugs. Modern will provide treatment for the control of active infestations of Bed Bugs as determined appropriate by Modern. As deemed appropriate by Modern, Modern will also provide preventive treatments to help control the spread of new infestations of bed bugs. Modern will apply pest management materials in accordance with the directions of the manufacturers of the materials, U.S. EPA approved labels, and the requirements of federal and state laws and regulations. For purposes of this Agreement "control" is defined as the periodic eradication of existing bed bug infestations within practical limits.

lieu of any other guarantee or warranties express or implied, including any warranty of merchantability or fitness for a particular purpose.

Client Obligations

Modern will perform the work in a workman-like manner. Although Modern will exercise reasonable care in performing services under this Agreement, Modern will not be liable for injuries or damage to persons, property, birds, animals or vegetation, except those damages resulting from gross negligence by Modern. Further, under no circumstances will Modern be responsible for any injury, disease or illness caused, or allegedly caused, by bites, stings or contamination of bed bugs or any other pests. Modern's representatives are not medically trained to diagnose bed bug borne illnesses or diseases. Please consult your physician for any medical diagnosis. To the fullest extent permitted by law, Modern will not be liable for personal injury, death, property damage, loss of use, loss of income or any other damages whatsoever, including consequential and incidental damages, arising from this service. Modern's liability is specifically limited to the guarantee of labor and materials necessary to help reduce bed bug populations. The Guarantee stated in this agreement is given in

Client agrees to prepare areas to be treated in accordance with Modern's bed bug pre and post treatment instructions. Client agrees to provide access to the structure at the scheduled time of service. In the event Modern is denied access to the interior of the structure, Modern will not provide treatment and Client agrees to pay a service charge for a return visit if necessary to provide treatment to the structure.

Client agrees to maintain the premises subject to this agreement in a condition which does not promote infestations by Bed Bugs. Specifically, Client agrees to maintain the premises in a reasonably clean and sanitary condition, and to keep the structure in such a state of repair so as to avoid providing easily accessible means of access to Bed Bugs.

If conditions noted by Modern on Modern's inspection (PMR) reports to the client are not corrected by the client as required, the guarantee in this agreement shall automatically terminate and be cancelled. Further, additional treatments in areas of such conditions that are not corrected for the control of bed bugs shall be paid for by the client as an additional fee.

Service Fee

Rooms/Units 7 units = Initial Fee 1385.00
 x Rooms/Units Fee _____
 # Rooms/Units _____ = Follow-Up Fee _____
 x Rooms/Units Fee _____
 # Rooms/Units _____ = Maintenance Fee _____
 x Rooms/Units Fee 1200
Amount Paid With Agreement _____
 * Maintenance Service Fee _____

Method of Payment

Credit Card VISA MASTERCARD AMERICAN EXPRESS
 Exp: _____ Card # _____
 Card Holder Signature: _____
 5% Discount For Year In Advance
 C.O.D Cash Payment Check Payment # 2008
 EFT From Bank Account:
 Bank Account #: _____
 Routing #: _____
 Monthly Invoice - NEW CLIENTS MUST COMPLETE CREDIT APPLICATION
 Monthly Invoice - Current Client Account #: _____

Service Guarantee

If an emergency problem arises from the pest(s) covered under this agreement, additional service will be provided without charge during normal working hours, 5 a.m. to 5 p.m. Monday through Friday. A current balance, maximum 30 days, must be maintained and all scheduled service visits must be performed for Modern's Service Guarantee to remain in effect.

This agreement provides for the retreatment of the areas of the covered structure(s) infested by bed bugs. Modern is not responsible for any injury, disease or illness caused, or allegedly caused, by bites, stings or contamination of bed bugs or any other insects

Terms of Agreement

This agreement will be in effect for an original period of one (1) year, and shall renew itself on a month-to-month basis thereafter until written notice is given by either party 60 days notice of cancellation. Terms transfer to all successors and assigns. If service is discontinued before expiration date; the client agrees to a cancellation fee of one-half the regular services remaining under this agreement.

* If Modern determines additional regular service time is required, Modern may increase service fee by providing 15 days written notice to client.

Printed Name Tommy Inc Title _____ Date 3-10-08
 Modern Representative

Printed Name _____ Title _____
 Client Date _____



Service
1-800-323-PEST (7378)
Billing
1-800-894-8800

Pest Management Report

SERVICE REPORT									
SERVICE PROPERTY AT		SERVICE AREAS (I) Inspected (T) Treated (B) Both							
NAME <u>Ellie Zieg</u>		<input checked="" type="checkbox"/> All Rooms	<input type="checkbox"/> Dining Room						
STREET <u>2871 271 ...</u>		<input type="checkbox"/> Attic	<input type="checkbox"/> Display Area						
CITY, STATE <u>Portland ME</u>		<input type="checkbox"/> Bakery Area	<input type="checkbox"/> Exterior						
Date <u>3/24/08</u>	Time In <u>8:57</u>	<input type="checkbox"/> Bar	<input type="checkbox"/> Garage						
	Time Out <u>1:15</u>	<input checked="" type="checkbox"/> Basement	<input type="checkbox"/> Kitchen						
<input type="checkbox"/> Initial Visit	<input checked="" type="checkbox"/> Scheduled Visit	<input type="checkbox"/> Boiler Room	<input type="checkbox"/> Laundry						
	<input type="checkbox"/> Special Visit	<input type="checkbox"/> Break Room	<input type="checkbox"/> Storage Areas						
G Y R			<input type="checkbox"/> Warehouse						
Service For		Pest Activity & Location							
Ants <input type="checkbox"/>		Rats/Mice <input type="checkbox"/>							
Birds <input type="checkbox"/>		Termites <input type="checkbox"/>							
Cockroaches <input type="checkbox"/>		Other <input checked="" type="checkbox"/>	<u>Treated for Bed Bugs</u>						
MATERIAL	EPA REG #	Con. %	AI	AMOUNT	MATERIAL	EPA REG #	Con. %	AI	AMOUNT
388B Advance	499-492	5.4	Borax		Maxforce FC Select	432-1259	.01	Fipronil	
Bell Contrace Blox	12455-79	0.005	Bromadiolone		Talstar EZ	279-3168	.2	Bifenthrin	
Bell Ditrac Blox	12455-80	0.005	Diphacinone		Tempo Ultra WP	432-1304	.025/.05	Cyfluthrin	
Generation	7173-211	0.0025	Difethialone		Tri-Die	499-429	51	Pyrethrins, Piperonyl Butoxide, Silica	
Genrol	2724-351	0.12	Hydroprene		NIC - Pro Organic	Exempt	2.0	Mint / Rosemary	
Suspend SC	432-763	.03/.06	Deltamethrin		Valueline Bifenthrin TC	279-3206-73748	.02/.06	Bifenthrin	
<u>Bedlam</u>	<u>1021-1067</u>				MaxForce Carpenter Ant Gel	432-1264	.001	Fipronil	
Additional Equipment		Quantity	Additional Equipment		Quantity				

SANITATION REPORT											
General			B. Display Areas			C. Food Preparation			F. Exterior		
1. Are Walls Free of Insect or Rodent Harborage	Yes	No	1. Are Gondolas Clean	Yes	No	1. Is Equipment Clean	Yes	No	1. Is Dumpster Area Clean	Yes	No
2. Are Pipe Openings or Holes Sealed From Rodent Access			2. Is Produce Area Clean			2. Are Floors Clean			2. Lot Free of Rodent Harborage		
3. Are Doors and Windows Rodent/Bird Proof			3. Is Candy and Nut Area Free of Spillage and Pests			3. Is Delicatessen Area Clean			3. Lot Free of Trash and Weeds		
4. Are Doors and Windows Kept Closed			4. Is Pet Food Area Free of Spillage And Pests			4. Is Bakery Clean			4. Is Loading Dock Clean		
5. Are Electronic Fly Traps Clean And Operating			5. Is Flour and Cereal Area Free of Spillage and Pests			5. Meat Preparation Area Clean					
D. Storage Areas			E. Public and Employee Areas			F. Exterior			Yes No		
1. Are Floors Clean and Free of Spillage	Yes	No	1. Are Rest Rooms Clean	Yes	No	1. Is Dumpster Area Clean	Yes	No	1. Is Dumpster Area Clean	Yes	No
2. Are All Areas Accessible For Cleaning			2. Are Locker Rooms Clean			2. Lot Free of Rodent Harborage			2. Lot Free of Rodent Harborage		
3. Are Floor Drains Harborage Free			3. Are Employee Lounges Clean			3. Lot Free of Trash and Weeds			3. Lot Free of Trash and Weeds		
4. Is Wall Space Accessible						4. Is Loading Dock Clean			4. Is Loading Dock Clean		
5. Bottle Return And Storage Area Clean											

Explain Deficiencies: Treatment made to all 7 rooms this morning, no more signs of any infestation

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Recommendations:

Deficiencies previously recorded may not appear on this report.

Associate Signature: [Signature] Client Signature: _____

289 Cumberland Ave

926-018

Modern

To Susan Hout
874-8716

INVOICE #	WORK DATE	TIME	DAY	ASSOCIATE	LICENSE	ACCOUNT
509379	03/07/2008	03:02 PM	Friday	LAUSPLAND		135127

ELLIE, LLC.
289/291 CUMBERLAND AVE
PORTLAND, ME 04101-4933

207-831-3584

COMMENTS

PLEASE TREAT UNIT 8. **CALL AHEAD**3 UNITS PER MONTH FOR MAINTENANCE**TREATMENT MADE TO UNIT #6TODAY*UNIT ONLY PARTIALLY PREPARED FOR SERVICE TODAY **



TARGET PEST	MATERIAL	EPA REG #	CON. %	AREA	AMOUNT	METHOD	EQUIPMENT
BEDBUGS	GENTROL	2724-351	0.1200		1.00 GA	BROADCAST	B&G
BEDBUGS	TEMPO ULT .05	3125-390	0.0500		1.00 GA	CRACK &	B&G
BEDBUGS	BEDLAM	1021-1767	2.0000		10.00 OZ	CRACK &	AEROSOL
BEDBUGS	TRI-DIE	499-429	51.0000		1.00 OZ	VOID	DUSTER

SERVICES	DESCRIPTION	QTY	AMOUNT
EO MISC	EcoCare Miscellaneous Service	1	\$0.00

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Tax Total \$0.00

INVOICE #	WORK DATE	TIME	DAY	ASSOCIATE	LICENSE	ACCOUNT
517437	3/24/08	8:57 AM	Monday	Lewis Auspland		135127

ELLIE, LLC.
289/291 CUMBERLAND AVE
PORTLAND, ME 04101-4933

207-831-3564
BOB MACHADO

COMMENTS

TREAT ALL 7 UNITS, HALLWAYS, AND LAUNDRY ROOM. UNIT 1 AND 6 ARE HAVING CONCERNS RIGHT NOW. LOOKING AT FRONT OF BUILDING IT IS THE DOOR TO THE RIGHT. **CALL AHEAD** 3 UNITS PER MONTH FOR MAINTENANCE TREATMENT MADE TO ALL UNITS TODAY NO ACTIVITY NOTED IN ANY UNIT

monthly inspections + treat of 3 units / month
4/07 next treatments of 7 units - 3 hrs
"Concerns" = seen the w unit 1, good now -

3/10/07 - #6 inspected by Toni Pabst - / only evidence seen was feces on mattress could have been old

TARGET PEST	MATERIAL	EPA REG. #	CON. %	AREA	AMOUNT	METHOD	EQUIPMENT
BEDBUGS	BEDLAM	1021-1767	2	Bedrooms Dining Room Kitchen Living Area Restroom(s) Storage Areas	185 Ounce	Crack and Crevice	Aerosol Can
BEDBUGS	GENTROL	2724-351	0.12	Bedrooms Entryway Hallway Laundry Area Living Area Restroom(s) Storage Areas	5.5 Gallon	Broadcast	B&G Compressed Air
BEDBUGS	TEMPO ULTRA WP .05	3125-390	0.05	Bedrooms Dining Room Entryway Hallway Laundry Area Living Area Restroom(s) Storage Areas	5.5 Gallon	Crack and Crevice	B&G Compressed Air
BEDBUGS	TRI-DIE	DESCRIPTION	51	Bedrooms	3 Ounce	Void Treatment	Bulb
ES NEWSTART		EcoCare New Start		Dining Room Hallway Kitchen Laundry Area Living Area Restroom(s)	1		\$985.00
						Tax	\$0.00
						Total	\$985.00

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R. L. Machado
Client Signature

J.P. Machado
Associate Signature

3/24/2008
Date