



Dear HomeGuard Customer,

Thank You for choosing HomeGuard Incorporated to inspect your home. Enclosed is your inspection report, which includes our findings, recommendations, and repair prices. Please review the enclosed report and repair proposals and feel free to call me with any comments or questions.

Sincerely Yours,

Curtis Reese
Senior Vice President

Schedule your repairs today...



**We get the work
done when you
need it!**



**We will expedite
all required
paperwork!**



**HomeGuard
stands behind its
repairs!**

**Contact the HomeGuard Repair Team at 855-331-1900 or email us
HGRepairs@homeguard.com**




Sewer Lateral Inspection Report



2623 Anywhere Street, Hometown

Ordered by:

Inspected by:


Travis Palser
April 4, 2022

SCOPE OF THE INSPECTION:

The sewer lateral of the building at the above property has been inspected by a NASSCO certified inspector employed by HomeGuard, Incorporated. The professional opinion of the inspector contained in this report is solely an opinion and does not constitute a warranty or guarantee. The inspector has inspected all sewer lateral components and documented in general terms the type of sewer lateral material and overall condition at the time of this inspection. Where accessible, HomeGuard, Incorporated has noted all conditions that may compromise any inspected sewer lateral component's ability to function. Verification of actual sewer lateral performance and/or troubleshooting of existing conditions, such as water testing, are NOT included in the scope of our inspection unless specifically requested and mentioned in our report. This is NOT an inspection of the building's drain, waste and venting system. This sewer lateral was not inspected for conformance to local building codes. The inspector has not inspected any inaccessible areas. The inspector has not inspected or tested any attached drainage systems, sewer ejectors or pumps if any are present. All present and prior disclosures along with other inspection reports should be reviewed and addressed prior to the close of escrow.

GENERAL DESCRIPTION:

This is a sewer lateral for a single family residential dwelling. The pipe is 3 inches in size, 45 feet in length, constructed of clay and PVC. The pipe is at a depth of 1 foot at the building, 3 feet at the curb, and 5 feet at the main (public) sewer line. This sewer lateral connects with the main (public) sewer with a Tee type connection. The main (public) sewer is constructed of clay. This sewer lateral serves 1 structure.

Video of this sewer lateral was recorded on 3/9/2022. The access point for the video camera was the cleanout, and the direction/orientation of the camera is against flow.

INSPECTION VIDEO:

Below is the link to view and download your sewer lateral inspection video.

All videos are made private and can only be viewed with this link. We encourage you to download a copy for your own records as the **link will expire in 90 days.**

[Sewer Lateral Inspection Video for 2623 Anywhere Street, Hometown](#)

INSPECTION LOG:

The inspection log is a linear record of all issues in the sewer lateral line.

Distance	Code	Remarks	Photo
28 feet	CP	Change in material to PVC	6
31 feet	R	Roots fine less than 20%	5
31 feet	J	Offset medium	5
35 feet	R	Roots medium less than 30%	4, 8
35 feet	J	Offset large	4, 8
43 feet	R	Roots medium less than 50%	1, 7
43 feet	B	Broken pipe 7 to 10 O'clock	2, 7

FINDINGS:

- At 43 feet, medium root intrusion was noted inside the pipe causing less than 50% obstruction of the pipe. (See Photo 1) (See Photo 7)
- At 43 feet, a break in the pipe was noted from 7 to 10 O'clock. (See Photo 2) (See Photo 7)

4. At 35 feet, medium root intrusion was noted inside the pipe causing less than 30% obstruction of the pipe. (See Photo 4) (See Photo 8)
5. At 35 feet, the pipe joint has a large offset. (See Photo 4) (See Photo 8)
6. At 31 feet, fine root intrusion was noted inside the pipe causing less than 20% obstruction of the pipe. (See Photo 5)
7. At 31 feet, the pipe joint has a medium offset. (See Photo 5)
9. The pipe material changed as noted in the inspection log, PVC and clay are currently in use.

SUMMARY:

The sewer lateral has FAILED inspection and requires a partial replacement. Using trenchless machinery, we will remove 18 feet of the existing sewer lateral pipe and insert a new plastic pipe as a replacement. The cost of replacement is \$9,500.

NOTE: In our opinion, item(s) listed in this report should be corrected to meet standards set by local building authorities or the waste water management company. Should the local building department or waste water management company require changes to the job, testing or additional repairs not outlined in this report, a supplement report with bid will be issued.

NOTE: If the sewer lateral pipe is found to extend deeper than originally quoted or additional damage is discovered during the course of repairs, a supplemental report and bid will be issued.

NOTE: This bid includes testing required to pass inspection by local authorities or the waste water management company to obtain certification of the sewer lateral when repairs have been completed.

NOTE: After inspection of the sewer lateral has been completed, some cities, counties and/or waste water management companies require a form be submitted with details of the laterals condition. HomeGuard will provide a copy of the filled out form to the customer and if required will submit this form to the local building authority or waste water management company. Any filling fees or costs associated with this are not included in any bids or the inspection fee.

Report Photographs



Photo 1



Photo 2



Photo 4



Photo 5



Photo 7



Photo 8

HOME IMPROVEMENT CONTRACT AUTHORIZATION AGREEMENT

To schedule work, email or fax this signed Authorization Agreement, or call directly:

email: hgrepairs@homeguard.com

Fax: (925) 294-1818

Direct: (855) 331-1900

You are entitled to a completely filled in copy of this agreement, signed by both you and HomeGuard, Incorporated before any work may be started.

HomeGuard, Incorporated is authorized to proceed with the work outlined in the recommendations of the sewer lateral report no. 484615 for the property located at 2623 Anywhere Street, Hometown.

CONTRACT PRICE

Owner shall pay HomeGuard, Incorporated the fixed sum of \$_____ (the "contract price"), plus permit fees for the work to be performed under this contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties, and subject to allowances as provided in the below paragraphs.

DESCRIPTION OF THE PROJECT AND THE DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED

Reference the attached report for a description of the project and the materials to be used.

APPROXIMATE START AND COMPLETION DATE

The work to be performed under this contract shall be commenced on approximately _____ (work start date), The project shall be completed by approximately _____ (work completion date), subject to permissible delays as defined in this contract, or by weather conditions.

LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT

The following notices are included in the attachment:

- Commercial general liability insurance.
- Workers' compensation insurance.
- Performance of extra or change order work notice.
- Mechanic's lien notice.
- Contractor's Board information.
- Cancellation notice.
- Notice of Three-day right to Cancel.
- Home Inspection Notice.

By initialling the owner acknowledges receipt of attached documents. Initials _____

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HOMEGUARD INCORPORATED AGREES:

1. To perform all repairs in a workmanlike manner. We assume no responsibility for work performed by others.
2. To be bound to perform this work for the price quoted above for a period of 30 days.
3. To use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any plants or other life.
4. This contract carries commercial general liability insurance written by Accord Insurance. You may call the insurance company at 925-244-7700 to check the contractor's insurance coverage.
5. HomeGuard Incorporated carries workers' compensation insurance for all employees.

OWNER OR OWNER'S AGENT AGREE:

1. To pay for services rendered including any additional services requested, upon completion of work.
2. To pay a service charge of 1.5% per month or portion of any month beyond 30 days after completion.
3. To grant HomeGuard Incorporated a security interest in the above described real property to secure payment of the sum for work and/or inspection(s) completed.
4. Not to hold HomeGuard, Incorporated responsible for any acts of God.
5. Any landscaping that is disturbed during the course of repairs will be the homeowner's responsibility to repair or replace after the work has been completed.
6. The bid for this repair excludes the repair of any drywall, texture, tile, landscaping, or any access necessary to complete the work detailed.
7. **Prices provided in this report do not include the costs associated with obtaining permits. Some of these cost may include plan check fees, site plans, engineering plans and time spent at the building department and waiting for building inspections. Permits will be obtained at an additional cost based on the sum total of these costs.**

BOTH PARTIES AGREE:

1. If additional damage is discovered by HomeGuard Incorporated during the performance of work, the company agrees to notify the owner or owner's agent of the amount of the damage and the cost to perform the additional work. This work will be performed upon written authorization.
2. If any additional work is deemed necessary by the local building inspector, said work will not be performed without authorization from the owner or owner's agent.

NOTICE OF THREE-DAY RIGHT TO CANCEL

You, the purchaser of services, have the right to cancel this contract within 3 business days. You may cancel by emailing, mailing, faxing or delivering a written notice to the HomeGuard Incorporated at 58 Wright Brothers Avenue, Livermore, CA 94551 by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received a signed copy of the contract and this notice.

If you cancel, HomeGuard Incorporated must return to you anything you paid within 10 days of receiving the notice of cancelation. For your part, you must make available to HomeGuard Incorporated at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with HomeGuard Incorporated's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to HomeGuard Incorporated and HomeGuard Incorporated does not pick them up within 20 days of the date of your notice of cancelation, you may keep them without any further obligation. If you fail to make the goods available to HomeGuard Incorporated, or if you agree to return the goods to the HomeGuard Incorporated and fail to do so, then you remain liable for performance of all obligations under the contract.

Signature: _____ Date: _____

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NOTICE TO OWNER - MECHANICS LIEN

Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the County Recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who help to improve your property may record mechanic's liens and sue you in court to foreclose the lien. If the court finds the lien valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice". This notice is not a lien. The purposes of the notice is to let you know that a person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The preliminary notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the preliminary notices. You will not get preliminary notices from your prime contractor or from laborers who work on your project. The law assumes that you already know that they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all these subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods and materials. Then wait 20 days, paying attention to the preliminary notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your subcontractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a preliminary notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's web site at www.cslb.ca.gov or call CSLB at 1-800-321-2752.

Remember if you do nothing, you risk having a lien placed on your home. This can mean that you may have to pay twice, or face the for sale of your home to pay what you owe.

INFORMATION ABOUT CONTRACTOR'S STATE LICENSE BOARD (CSLB)

CSLB is the State Consumer Protection Agency that licenses and regulates construction contractors. Contact CSLB for information about the license contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually 4 years), CSLB has authority to investigate the complaint. Licensed contractors are regulated by laws designed to protect the public. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in a civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information; Visit CSLB's web site at www.cslb.ca.gov, or call 1-800-321-2752, or write at PO Box 26000, Sacramento, CA 95826

NOTICE TO OWNER - HOME INSPECTION

If a Home Inspection has been or will be performed by HomeGuard Incorporated on this property, the following consumer disclosure applies:

- (1) The same company that performs the sewer lateral inspection and the sewer lateral repairs will perform the home inspection on the same property.
- (2) Any repairs that are authorized by the consumer are for the repairs identified in the sewer lateral inspection report and no repairs identified in the home inspection report are authorized or allowed except as specified in the sewer lateral inspection report.
- (3) The consumer has the right to seek a second opinion on the sewer lateral inspection.

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NOTICE TO OWNER - LIMITED WARRANTY

HomeGuard, Incorporated warrants sewer lateral components, designed as such, to be free of readily apparent defects. If leakage should occur due to a readily apparent defect, HomeGuard Incorporated will repair the covered components at no charge within thirty (30) days of notification. The exceptions and exclusions from the terms of this warranty are as follows:

1. HomeGuard Incorporated is not responsible for any exterior damage caused by any leak, defect or blockage that may develop.
2. HomeGuard Incorporated is not responsible for repair of blocked or clogged lines after the repairs have been completed.
3. HomeGuard Incorporated is not responsible for leaks, defects caused by vandalism, work performed by others, or acts of God.
4. HomeGuard Incorporated is not responsible for leaks, defects, or blockage caused by accumulated debris.
5. HomeGuard Incorporated is not responsible for leaks or defects in sewage ejectors, backflow devices, cleanouts, or vents unless specifically warranted in the repair contract.
6. HomeGuard Incorporated is not responsible for leaks or defects that are the result of inadequate protection caused by the original manufacturer's specifications.

At no time does HomeGuard, Incorporated warrant the performance and/or condition of the following: lining systems or Orangeburg sewer systems.

Claims under this warranty must be reported to HomeGuard Incorporated within three (3) days of the discovery of the leak.

HomeGuard Incorporated will certify the repaired sewer lateral section(s) mentioned below for a period of one year after the corrective repairs noted below have been performed by HomeGuard.

Corrective items:

\$9,500.00

Item(s) 1, 2, 4, 5, 6, 7

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BINDING ARBITRATION PROVISION

Any dispute, claim, or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation, or validity thereof including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the county of the property mentioned in this contract before one arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgement on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties agree that the arbitrator shall be a retired judge from the county in which the arbitration takes place.

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS

Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

The amount due will be payable upon completion of work. It is understood that the contract price does not include the charge of the inspection report or re-inspection fees. Inspection number 484615 is attached hereto and incorporated herein:

OWNER OR OWNERS AGENT DATE: _____ BY: _____, HomeGuard Incorporated

X _____ DATE _____ ESCROW OFFICER: _____

Print Name _____ ESCROW PHONE NO: _____

Phone No _____ ESCROW CO/NO: _____

email _____

Name of person providing access _____ Phone Number _____

NOTICE OF DELAYED PAYMENT ACCOMMODATION FEE

The charges listed in this contract are due upon the completion of work, however HomeGuard, Incorporated can accommodate the escrow process/delayed payment option and bill directly to escrow if so desired. The fee structure for any delayed billing, is as follows: total work under \$500.00 is \$65.00; total work between \$500.00 and \$2000.00 is \$95.00; total work between \$2000.00 and \$5000.00 is \$195.00; total work above \$5000.00 is \$225.00. The delayed payment accommodation fee will be waived when payment is received by HomeGuard Incorporated within five (5) days of issuance of the Notice of Completion.

PLEASE BE SURE TO SIGN AND SEND ALL PAGES

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NOTICE OF CANCELLATION

(ENTER DATE OF TRANSACTION)

You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail, email, fax or deliver a signed and dated copy of this cancellation notice, or any other written notice to: HomeGuard, Incorporated, 58 Wright Brothers Avenue, Livermore, CA 94551 no later than midnight of _____ (date).

I hereby cancel this transaction _____ (date)

(Owners Signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CA LIC 0B29370 1-925-244-7700
Edgewood Partners Insurance Centers (EPIC)
[San Ramon - Branch ID 14394]
P. O. Box 5003

San Ramon, CA 94583

INSURED
HomeGuard Incorporated

510 Madera Avenue

San Jose, CA 95112

CONTACT NAME: Certificates Department

PHONE (A/C, No, Ext): 925-244-7700

FAX (A/C, No): 925-901-0671

E-MAIL ADDRESS: EPICcerts@epicbrokers.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: NEW YORK MARINE & GEN INS CO

16608

INSURER B: TRAVELERS CAS INS CO OF AMER

19046

INSURER C: CYPRESS INS CO

10855

INSURER D: LANDMARK AMER INS CO

33138

INSURER E: EVANSTON INS CO

35378

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 63423754

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR BI/PD DED: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PK202100008495	10/01/21	10/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZUP41M8415621NF	10/01/21	10/01/22	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			HOWC219155	10/01/21	10/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional /E&O - NHD			LHR844280	10/01/21	10/01/22	\$1M Ea Clm/\$3M Agg 2,500Ded
E	Professional/E&O Liab			MKLVIPEO001701	10/01/21	10/01/22	\$5M Ea Clm/\$5M Agg 25KDed/75KAgg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)
eleles-src
63423754

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Invoice Date: 4/5/2022

Invoice No: LIV953105S

Invoice

Bill To:

John Doe
2623 Anywhere Street
Hometown, CA 99999

Property Information:

Address: 2623 Anywhere Street
Hometown CA, 99999
Report No. 484615
Escrow No.

Billing Information:

Inspection: 4/4/2022 Complete \$195.00

Notice of Completion: \$0.00

Other: \$0.00

Total Due: \$195.00

PAID
DO NOT REMIT

DUE UPON RECEIPT - Please remit to: 510 Madera Ave., San Jose, CA 95112

There is a \$25 fee for all returned checks.