

P.O. BOX 2169  
123 E. BELLE ST.  
HENDERSON, N.C. 27536



PHONE NUMBERS  
HENDERSON 252-492-2818  
OXFORD 919-693-3040  
LOUISBURG 919-496-1492  
WAKE FOREST 919-554-1447  
CREEDMOOR 919-528-3840  
DURHAM 919-479-3200

### SERVICE AGREEMENT

DATE 12-02-2024 PHONE H: (828) 719-0679 PHONE M: (\_\_\_\_) \_\_\_\_\_  
NAME Harold Frazier \_\_\_\_\_  
TREATING ADDRESS 143 Cedarwood Drive BILLING ADDRESS \_\_\_\_\_  
Henderson NC 27536 \_\_\_\_\_  
CITY STATE ZIP CITY STATE ZIP

WHITCO is authorized to make structural modifications and/or repairs to the said premises shown in the graph and specification sheet.  
WHITCO is hereby authorized to treat premises described above as treating address for the control of:

- ☒ Eastern Subterranean Termites  
☐ Pretreat Eastern Subterranean Termites  
☐ Powder Post Beetles (Spot treatment only)  
☐ Floor Supports

- ☐ Vent Wells # \_\_\_\_\_  
☐ Automatic Vents # \_\_\_\_\_  
☐ Moisture Barrier  
☐ Other

NOTE: The reverse side of this document contains important terms and conditions of this agreement. Please be sure to read this entire agreement.

### METHOD OF PAYMENT

Cash  
\$ 1460 Initial Treatment  
\$ 0 Additional Charges  
\$ 1460 TOTAL AMOUNT DUE  
\$ 0 Less Down Payment  
\$ 1460 BALANCE DUE  
upon completion

Finance  
\$ \_\_\_\_\_ Initial Treatment  
\$ \_\_\_\_\_ Additional Charges  
\$ \_\_\_\_\_ TOTAL AMOUNT DUE  
\$ \_\_\_\_\_ Less Down Payment  
\$ \_\_\_\_\_ Amount To Be Financed

### IF THE METHOD OF PAYMENT IS FINANCED:

PAYMENT: For the services and Service Agreement WHITCO is providing under this service agreement, I agree to pay Whitco Termite and Pest Control, Inc.

LATE PAYMENT/DEFAULT: If I am late in making a payment for more than 30 days, I understand that Whitco Termite and Pest Control, Inc. can require me, after default, to pay at once the entire unpaid balance of my debt less unearned finance charges.

COLLECTION COSTS: I agree to pay any necessary court costs plus reasonable attorneys fees if Whitco Termite and Pest Control, Inc. files suit to collect their credit account.

I authorize Whitco Termite and Pest Control, Inc. to investigate my past credit record and to report my performance of this contract to properly authorized persons or credit reporting agencies.

Creditor - Whitco Termite and Pest Control, Inc.

Amount Financed (the amount of credit provided on my behalf) \$ \_\_\_\_\_

FINANCE CHARGE (the dollar amount my credit will cost) \$ \_\_\_\_\_

Total Payments (the amount I will have paid when I have made all my scheduled payments) \$ \_\_\_\_\_

Total Sale Price (the total cost of my purchase on credit, including my down payment of \$ \_\_\_\_\_) \$ \_\_\_\_\_

ANNUAL PERCENTAGE RATE (the cost of my credit as a yearly rate) \$ \_\_\_\_\_

Payment Schedule: I will pay \_\_\_\_\_ monthly payments of \$ \_\_\_\_\_

each commencing on \_\_\_\_\_ (month) 10, 20, 30, 20 (year)

and on the same day of each succeeding month until this obligation is paid in full. Late Charge - if a payment is late by more than 10 days, I will be charged \$6.00 as a late fee. Prepayment - if this is a consumer Agreement, I will be entitled to a rebate of unearned finance charge if I prepay this obligation in full.

### SERVICE AGREEMENT - WOOD DESTROYING INSECTS

WHITCO shall renew this Service Agreement annually for a fee of \$160 to cover the wood destroying insects checked above using the following applicable guidelines:

(a) Eastern Subterranean Termites - Perform a visual inspection of accessible structures identified above and retreat areas if there is evidence of reinfestation. Retreatment will be in accordance to pesticide label instructions.

(b) Powder Post Beetles - Perform a visual inspection of accessible structures identified above and retreat areas that have evidence of reinfestation. Retreatment will be in accordance to pesticide label instructions. (Powder Post Beetles Service Agreement effective initially for 18 months.)

This Service Agreement shall renew on an annual basis unless either party gives notice in writing, at least thirty (30) days prior to the annual date of its election not to renew the Service Agreement. The company reserves the right to adjust the renewal fee annually. Customer shall have the right to terminate this Service Agreement, not withstanding the thirty (30) day notice requirement, upon receipt of the company's notice of increase in fees. This Service Agreement shall remain in effect so long as payments are made in accordance with this Service Agreement. If payments are not made in accordance with this Service Agreement, Whitco may cancel this Service Agreement without further notice to owner or agent. All payments are due within thirty (30) days of company's invoices.

This Service Agreement shall be composed of the Service Agreement, Graph & Specification Sheet and the General Terms and Conditions as they appear on the reverse side of this Service Agreement.

### NOTICE TO BUYER

1. I am entitled to an exact copy of this agreement.
2. I have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge shown above. If I am in default and Whitco Termite and Pest Control, Inc. requires that I immediately pay off the unpaid balance of my obligation, I will receive a partial refund of the finance charge shown above.
3. Buyer's right to cancel - I may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.
4. Caution - It is important that I thoroughly read this agreement before I sign it. I will not sign this agreement before I read it or if it contains a blank space. I will keep it to protect my legal rights.
5. Any holder of this consumer credit agreement is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery here under by the debtor shall not exceed amounts paid by the debtor hereunder.

### Retail Installment Agreement

I acknowledge receipt of a signed copy of this agreement.

Signed By: \_\_\_\_\_  
ACCEPTED BY: \_\_\_\_\_

42A0C7587B1A40E...  
Owner or Agent

WHITCO TERMITE AND PEST CONTROL, INC.

N.C. PEST CONTROL LIC. # 1686 PW  
LICENSEE - JOSHUA HARRISON

SPOUSE

# GENERAL TERMS AND CONDITIONS

The purchaser understands and agrees that the general terms and conditions below are made a part of the Service Agreement and apply without exception.

1. IT IS AGREED THAT UNDER THIS SERVICE AGREEMENT, WHITCO IS NOT RESPONSIBLE FOR THE REPAIR OF VISIBLE OR INVISIBLE DAMAGE UNLESS A SEPARATE WRITTEN AGREEMENT HAS BEEN ENTERED INTO AS SET FORTH IN PARAGRAPH NO. 9 BELOW.

2. Minimum treating specifications for subterranean termites have been met with the exception of those detailed on the accompanying "North Carolina Official Waiver of Minimum Requirements for the Control of Subterranean Termites in Existing Structures form", if applicable.

3. If moisture and/or structural conditions exist which enable Subterranean Termites to survive despite WHITCO's treatment, WHITCO shall be relieved of any and all liabilities. WHITCO shall have no further duty to retreat the subject property.

4. Structural or mechanical defects may destroy the effectiveness of WHITCO's treatment, thereby permitting infestation to continue after the date of initial treatment. If such a condition is discovered, it is agreed that the customer will be responsible for making such repairs as are necessary to correct the structural or mechanical defects and WHITCO will, upon completion of said repairs, provide additional necessary treatment to infestation in the area, during the term of this Service Agreement. Failure to correct defects shall relieve WHITCO of any and all liabilities.

5. Any claim for breach of any Service Agreement shall be made in writing to the originating WHITCO office.

6. WHITCO'S liability shall be terminated should WHITCO be prevented from fulfilling its responsibilities under the terms of this Service Agreement, by reason of Acts of War, whether declared or undeclared. Acts of any duly constituted Government Authority, strikes or Acts of God.

7. This Service Agreement covers the premises diagrammed on the accompanying Graph and Proposal. In the event the premises are structurally or chemically altered or otherwise changed after the initial treatment, this agreement shall terminate unless a separate written agreement shall have been entered into by the purchaser for WHITCO to reinspect the Premises.

8. It is agreed and understood that installment payments shall be made payable to WHITCO, its successors or assigns.

9. WHITCO SHALL NOT BE RESPONSIBLE FOR THE MAKING OF REPAIRS FOR ANY DAMAGE. ANY AGREEMENT TO THE CONTRARY MUST BE SIGNED BY AN OFFICER OF THE CORPORATION.

10. This Service Agreement shall terminate upon transfer of ownership of the described structure(s). A new Service Agreement may be issued by Company to a new Purchaser provided the new Purchaser signs a Service Agreement as purchaser and signs a graph showing condition of structure(s) at transfer, a fee is paid to cover administrative costs of transfer, the expiration date remains the same as under the original Service Agreement and payment of a renewal fee as established by the Company.

11. There are no other agreements, express or implied, except as set forth in this Agreement.

12. If Customer or other occupants of the structure(s) or adjacent buildings believe they are or may be sensitive to pesticides/termiticides or their odors, Customer must notify Company in writing, in advance of treatment, including whether Customer or other occupants have consulted with a medical doctor or other healthcare provider regarding such sensitivity. Company reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide notification represents Customer's assumption of risk and waiver of any claims against Company in connection with such sensitivity.

13. This Service Agreement shall be construed and interpreted under the laws of the State of North Carolina.

14. This Service Agreement contains the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all negotiations, prior discussion, agreements, arrangements and understandings written or oral, relating to the subject matter hereof.

15. NOTE: all references to termites apply only to native Eastern Subterranean Termites.

16. This Service Agreement may not be amended except by written instrument duly executed by or on behalf of all the parties hereto.

WHITCO TERMITE & PEST CONTROL, INC.

Date 11-11-24 Estimate 1460 Down Payment \_\_\_\_\_ Annual Renewal \$160



| TYPE CONSTRUCTION                         | FOUNDATION WALLS                                                                                                                                             | DIRECTIONS |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Crawl <input checked="" type="checkbox"/> | Concrete <input type="checkbox"/> Single Brick <input type="checkbox"/> Block With <input checked="" type="checkbox"/> Triple Brick <input type="checkbox"/> |            |
| Basement <input type="checkbox"/>         | Hollow Block <input type="checkbox"/> Double Brick <input type="checkbox"/> Brick Veneer <input checked="" type="checkbox"/> Stone <input type="checkbox"/>  |            |
| Slab <input type="checkbox"/>             | Pre-Treat New Construction <input type="checkbox"/> Open Foundation (Piers Only) <input type="checkbox"/>                                                    |            |
| Combination <input type="checkbox"/>      |                                                                                                                                                              |            |
|                                           |                                                                                                                                                              |            |

### TREATMENT SPECIFICATIONS

#### I. Mechanical Alterations/Sanitation:

☐ A. Provide access openings to permit inspection of all basement and crawl-space areas.

☒ B. Remove all wood and cellulose materials, such as stumps, form boards and construction debris, contacting soil in all crawl-space areas.

☐ C. Provide required clearance between soil and wood floor joints, girders and subsills.

☒ D. Remove all visible tubes or tunnels on the foundation and other structures below the sill line.

☐ E. Remove all wooden contacts between the building and soil both outside and inside except those which are pressure treated.

#### II. Foundation Treatment:

☒ F. Drill and treat with a termiticide all voids in multiple masonry walls within 4 feet of any evidence of termites.

☒ G. Drill and treat with a termiticide all voids in multiple masonry pillars, chimneys, and step buttresses within 4 feet of any evidence of termites.

☒ H. Drill and treat with a termiticide voids in porch walls.

#### III. Slab Treatment:

☐ I. Drill and treat all concrete slab porches as required.

☐ J. Where concrete slabs other than porches, such as walkways, carports and patios, prevent trenching soil adjacent to foundation elements, drill slab and treat soil beneath slab.

☐ K. Treat soil with a termiticide beneath floor slabs, such as garages, storage rooms and other interior floor slabs.

#### IV. Soil Treatment

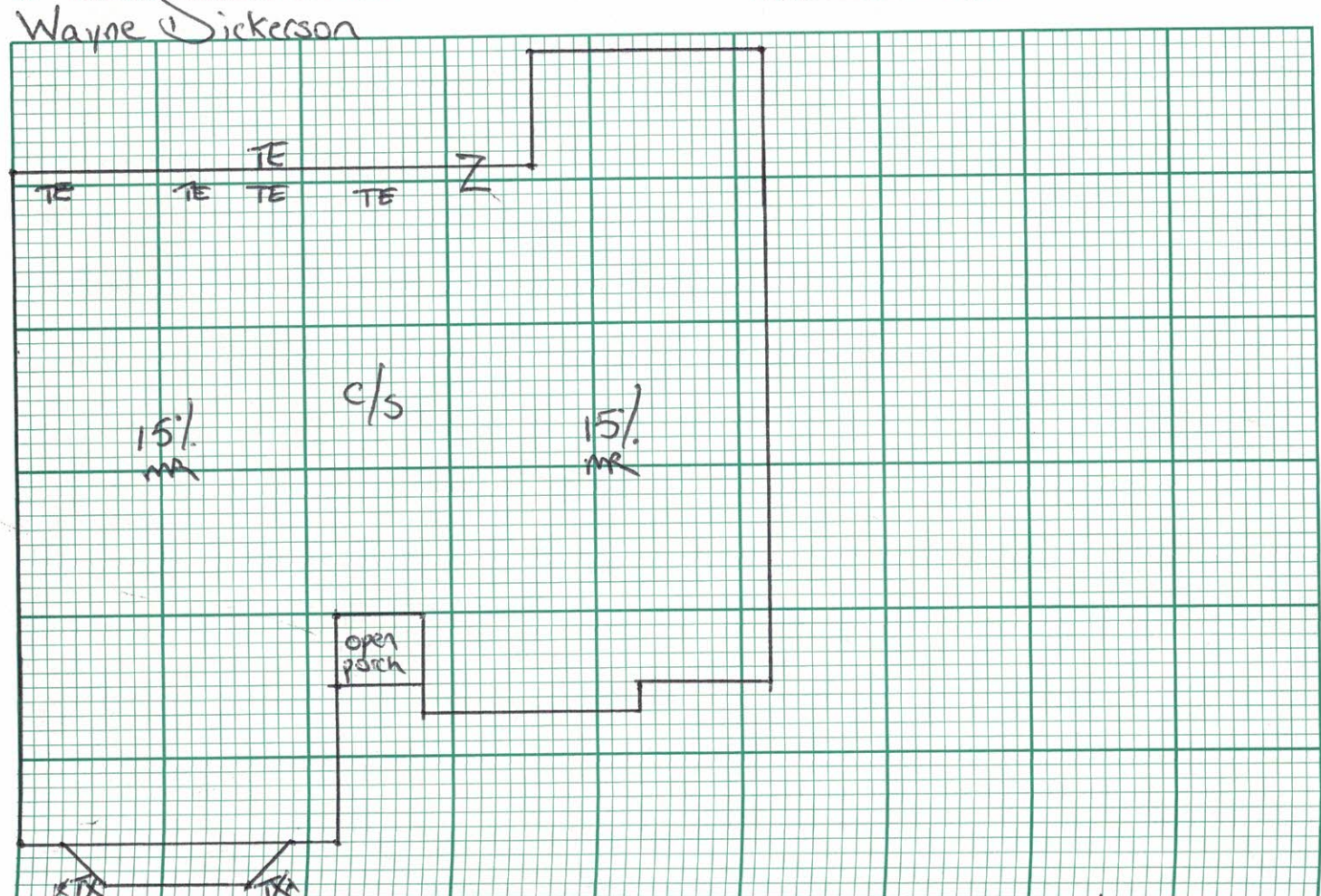
☒ L. Treat soil with a termiticide adjacent to all foundation elements, pipes and other utility conduits both inside and outside the foundation wall. (If slabs adjacent to the foundation wall prevent trenching, see "Slab Treatment J." above.)

☐ M. Trench and treat soil with a termiticide to a depth below and under the edge of stucco on wood or similar type material.

#### OTHER:

LINEAR FOOTAGE 225

- ☐ Install \_\_\_\_\_ Automatic Vents  
☐ Install Moisture Barrier  
☐ Treat exposed wood in crawl space for Powder Post Beetles.  
☐ Install \_\_\_\_\_ sets of floor supports



**KEY TO SYMBOLS ON GRAPH**  
 AT - Active Termites    PE - Powder Post Beetle Evidence    APPB - Active Power Post Beetles  
 TE - Termite Evidence    MR - Moisture Reading    X - Damage Present  
 ... - Vertical Drill Location

Well \_\_\_\_\_ Distance \_\_\_\_\_

Electricity Available \_\_\_\_\_ Location \_\_\_\_\_

P.O. Box 2169  
 123 East Belle St.  
 Henderson, NC 27536

SIGN NAME Harold Frazier / 828-719-0699

PRINT NAME \_\_\_\_\_

ADDRESS 143 Cedarwood Dr.  
Henderson NC 27536

TELEPHONE: (Home) Harold Frazier @ gmail ZIP CODE \_\_\_\_\_

(Work) \_\_\_\_\_

104 S. White St.  
 Wake Forest, NC 27587    2000 Creedmoor Rd.  
 Creedmoor, NC 27522

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**WHITCO**

Termite and Pest Control