

WOOD DESTROYING ORGANISMS CONTROL AGREEMENT

A & S PEST CONTROL

Phone: (252) 456-2362

P.O. Box 755 • Norlina, NC 27563

Sold property
Jana + Florence Young 8/02
N.C. State Graduate in Pest Control

This agreement is made by and between the CONTRACTOR whose name and address are indicated above and:

Linda Justice

430-7110

who declares himself or herself to be the owner, manager, or agent of the property named below, who shall hereinafter be referred to as OWNER. The CONTRACTOR agrees to the following conditions:

- * 1- The structure(s) to receive the chemical treatment and covered by warranty is located at and identified as:
1510 Oakdale Circle Henderson, NC
- * 2- To apply EPA approved chemical formulations for the control of (Booster) termites, powder post beetles, fungi, old house borers, wood borers, other . The use of these materials will be in accordance with the specifications of the CONTRACTOR compliance with the regulations of the FEDERAL ENVIRONMENTAL PROTECTION AGENCY as well as all state and local laws.
- * 3- The treated structure(s) under limited warranty for one year. The CONTRACTOR agrees that in the event any reinfestation occurs during the period of warranty, the CONTRACTOR will administer the appropriate and necessary treatment without any additional cost to OWNER upon the verification of such re-infestation by the CONTRACTOR.
- 4- To make an additional inspection upon request without further charge to the OWNER.
- 5- To start the work within working days from date of this agreement. However, the CONTRACTOR shall not be held responsible for delays caused by excesses of weather, strikes or other causes beyond his control.
- 6- The CONTRACTOR agrees that this warranty, and any extension of same, shall, at OWNER'S option, pass with the title of the property covered hereunder, provided that all conditions are accepted by the NEW OWNER and prompt written notice is given to the CONTRACTOR.
- * 7- This WARRANTY, subject to the terms and conditions contained herein, may be extended by the OWNER for an additional 1 year period for the sum of \$ 60 per year.

TERMS. The OWNER agrees to pay the CONTRACTOR upon completion of initial work, as compensation for labor, materials, service and warranty the sum of:

ONE HUNDRED FIFTY DOLLARS

Terminator 06%

(\$ 150.00)

to be paid as follows:

\$ DOWN, the balance of \$ is to be paid

65 gals

Part of 5034

Interest at the rate of % to be added to the unpaid balance. The interest amounts to \$ in advance of due-date, any interest that has been added will be rebated

If the OWNER elects to pay off the balance

CONDITIONS OF SALE — The seller agrees to furnish the services and materials indicated herein. If time payment is agreed, default in any payment due constitutes a breach of agreement. Liquidated damages. Interest on delinquent accounts to be added at the maximum legal rate. Services, or offering to perform services specified herein. It is further agreed and understood that part thereof under this agreement, the CONTRACTOR shall be released from further inspection.

- 1- OWNER agrees to make the structure(s) available for inspection and services. OWNER does not release the OWNER from the financial obligation incurred herein.
 - 2- The OWNER agrees to maintain the treated structure free from any factor (drainage and plumbing, debris, lumber or wood in direct contact with the structure).
 - 3- The OWNER will promptly notify the CONTRACTOR in advance of any structure new concrete slabs, so that any necessary additional chemical treating can be done.
 - 4- It is expressly understood that the CONTRACTOR is NOT liable for any structural infestations of wood destroying organisms.
 - 5- This warranty covers the main structure only. No detached garages, toolsheds, etc. are included in this agreement.
 - 6- The OWNER hereby acknowledges that all chemical formulations and tree injections are under the jurisdiction of the FEDERAL ENVIRONMENTAL PROTECTION AGENCY and the STATE OF NORTH CAROLINA.
 - 7- Only such agreements as clearly specified in this agreement shall be binding.
- YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME AFTER DATE OF THIS TRANSACTION.

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Booster
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\$ 125*

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OWNER OR AGENT:

CONTRACTOR

X

Linda Justice

By

Wendell White

By

6-4-02

Title

OFFICIAL NORTH CAROLINA WOOD-DESTROYING INSECT INFORMATION REPORT

This is to report that a qualified inspector employed by the below-named firm has carefully inspected readily accessible areas of the property located at the address below for wood-destroying insects. This report specifically excludes hidden areas and areas not readily accessible (see section 2 below) and the undersigned pest control operator has not made any inspection of such hidden areas or of such areas not readily accessible. This is not a warranty as to the total absence of wood-destroying insects or damage from same. The inspection described herein was made on the basis of visible evidence. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to any future infestation.

1. Seller's Name(s) <u>Louis and Linda Justice</u>	
Buyer's Name(s) <u>David and Florence Young</u>	
Address of Property <u>1510 Oakdale Circle</u> <u>Henderson, NC</u>	
Structure(s) Inspected: A. Main Residence Only <u>X</u> B. Other _____	
FINDINGS	
2. Areas of the property which are deemed to be obstructed or inaccessible: <u>front porch - hollow, inadequate access</u>	
Note: Certain areas of all structures are obstructed or inaccessible (see numbers 2 & 3 on reverse side for conditions governing this report)	
If there is evidence of a previous or an active infestation of subterranean termites and/or other wood-destroying insects in the wooden members, it must be assumed that there is some damage to the wooden members caused by this infestation, no matter how slight. If this is the case, the structural integrity of this property should be evaluated by a qualified building expert. (For the purpose of completing the report "infestation" means evidence of past or present activity by a wood-destroying insect visible in, on, or under a structure, or in or on debris under the structure.)	
3. Inspection revealed visible evidence of:	Location of visible evidence of infestation:
☒ A. Subterranean termites ☒ 1. Control measures were performed. ☐ 2. No control measures were performed. ☐ 3. Visible evidence of a previously treated infestation, which now appears to be inactive.	On right side frame of crawl space door "SEE REMARKS ON BACK"
☒ B. Powder post Beetles ☒ 1. Control measures were performed. ☐ 2. No control measures were performed. ☐ 3. An infestation which now appears to be inactive.	Subfloor and joists - left rear
☐ C. Old House Borers ☐ 1. Control measures were performed. ☐ 2. No control measures were performed. ☐ 3. An infestation, which now appears to be inactive.	
☐ D. Others _____ ☐ 1. Control measures were performed. ☐ 2. No control measures were performed. ☐ 3. An infestation which now appears to be inactive.	
☐ 4. No visible evidence of infestation from wood-destroying insects was observed.	
5. The following conditions conducive to subterranean termites were noted in this property: _____	

FIRM A. S PEST CONTROL, INC.

PCO Lic No. 722PW Date 8/7/02

Address P.O. Box 755 Norlina, NC 27563

Telephone: (252) 456-2362

Signature of Authorized Company Rep. John E. Alston

Title: Owner

Purchaser's signature is required on reverse side.

OVER