



**T.I.D.E**  
**TERMITE-INSPECTION-DETECTION-ERADICATION**  
**PROGRAM**

**HOA NAME: CHANNING PARK**

**STREET NAMES: CHANNING PARK CIR, TIMBER FOREST LN, NEROLI LN,  
POPLAR LEAF WAY, TERMINUS CT**

**CITY: CARY STATE: NC ZIP CODE: 27519**  
**MANAGEMENT GROUP/HOMEOWNERS ASSOCIATION (CONTACT, MAILING, BILLING):**  
**PPM, INC.—11010 RAVEN RIDGE ROAD, RALEIGH, NC 27615**  
**TELEPHONE: 919-848-4911**

**Kil-Mor Pest Management** agrees to accept the above-mentioned complex consisting of **189 units** into the T.I.D.E. Program for annual inspections for a fee of **\$6,237.00** per year (**\$33.00 per unit**), as well as chemically treating units already infested with termites. One hundred percent (100%) participation is required to qualify. We agree to visually inspect on an annual basis, all units/buildings contained in said complex and to report on all conditions with regard to wood destroying insect infestation, excessive moisture, fungal growth, wood rot, and conditions conducive to the same.

**Kil-Mor Pest Management** does further agree, after the initial year's inspection/treatment program, to eradicate subterranean termite infestation (*reticulitermes flavipes*) as they are detected in the second and following inspection years, according to state agricultural specifications, at no extra charge, if all recommendations have been adhered to.

**All recommendations** put forth during each inspection year must be adhered to by the next inspection period or this agreement becomes null and void for that unit and any adjoining units shown to be affected by the same conducive conditions.

**Should new damage** occur from a new termite infestation on units previously inspected/treated by **Kil-Mor**, we agree to repair said damage at no charge, up to \$25,000 per incident, on damage occurring after initial year's inspection/treatment of said unit, providing that the primary damage is not caused by water rot, ground contact, water leaks, or design flaws, that are beyond the control of **Kil-Mor Pest Management**.

**Purchaser and Kil-Mor** agrees that any controversy or claim between them shall be settled exclusively by arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

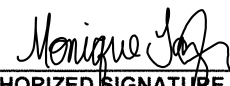
**Prices** will be reviewed and may change after each one-(1) year period. The current contract rate is effective November 1, 2021, through October 31, 2022. The contract automatically renews annually at the scheduled inspection month.

**KIL-MOR PEST MANAGEMENT**  
**NC STRUCTURAL PEST LICENSE #847PW**  
**NC GENERAL CONTRACTORS LICENSE #43915**

  
AUTHORIZED SIGNATURE

DATE OF PROPOSAL: 11-4-2021

**MANAGEMENTCOMPANY/  
HOMEOWNERS' ASSOCIATION**

 Community Manager,  
Channing Park  
AUTHORIZED SIGNATURE

DATE OF ACCEPTANCE: 11/9/21



*Protecting Home & Health Since 1980*

**T.I.D.E.**

## **TERMITE CONTROL AND WARRANTY CONTRACT WITH DAMAGE CLAUSE**

**Kil-Mor** agrees to protect the structure(s) **Channing Park** against Subterranean Termites for a period of one (1) year from the contract date. **Kil-Mor** agrees, at your option and for an annual payment of **\$6,237.00** to extend your retreatment and damage warranty for **189 units** each year, as long as the premium is paid. If not paid within thirty-(30) days of the expiration date, this retreatment and damage warranty will be void and will release **Kil-Mor** from any further obligation. **Kil-Mor** reserves the right to revise the renewal fee as of any anniversary/contract date. In the event the structure(s) (according to the initial year's documentation) is structurally modified or altered after the initial inspection year, this warranty can be terminated unless **Kil-Mor** is notified to provide an inspection and/or treatment. The Homeowner's Association hereby acknowledges that the warranty, as stated herein, is the only warranty, expressed or implied, made by **Kil-Mor Pest Management**

**KIL-MOR PEST MANAGEMENT**, located in Durham, North Carolina, does fully Warrant and Guarantee and declare ourselves to be firmly bound to the performance of the above contract in accordance with the provision and trends stated herein.

1. **Kil-Mor** agrees that this guarantee agreement, and any extension of same, shall, at the Homeowner Association's option pass with the title of property covered hereunder, provided that all payments under this agreement will be made by the new Management Company/Homeowners' Association, as herein specified, and provided that prompt written notice is given to **Kil-Mor**.
2. No flooring, cabinetry covering foundation wall or plumbing conduits, fences, detached garages, servants' house, other buildings at the above complex are included in this agreement, unless specified on this contract.
3. In the event of default by the Management Company/Homeowner Association in the payment of the contract, or any part thereof under this Agreement, **Kil-Mor** shall be released from further inspections or reservicing as herein provided. Such failure to make payments nullifies all guarantees under this agreement.
4. In order to maintain continuous effective control of termites, treated area must be maintained free of any factor or conditions, contributing to reinfestation, such as moisture from drains, faulty plumbing, or debris, lumber, or wood in direct contact with the ground or disturbing the soil, if treated, within one foot of either side of the building foundation, or either sides of any part of the structure which is in contact with the ground or concrete. Failure of homeowner to comply herewith shall nullify all guarantees under this Agreement.
5. Any additions or alterations to the structure(s) covered by this Agreement during the guarantee period shall not be covered by this guarantee, nor will any reinfestation in the old structure(s) originating in or from the addition thereto come within the scope of this guarantee, unless addition(s) thereto are treated by **Kil-Mor** at an additional cost.

6. **Kil-Mor** under this agreement agrees to repair new termite damage occurring after the original treatment and/or initial inspection up to \$25,000 per incident as outlined below:

**Kil-Mor** maintains an in-house licensed contractor who performs all repairs pertaining to termites under the T.I.D.E. Program. Therefore, any and all alleged damage (in the original state) must be assessed by our company in order for any decision regarding repairs of said damage can be determined.

As just clarification of our policies concerning this matter, it must be made absolutely clear that the T.I.D.E. contract clearly states that damage covered must be new damage resulting from a new infestation and the primary cause of the damage was not a result of water rot, ground contact, water leaks or design flaws beyond the control of **Kil-Mor Pest Management**.

At the point of accepting liability for said damage, **Kil-Mor** will then proceed to repair damage to the satisfaction of the customer. **Kil-Mor** will only prime interior wall, if the dry wall is part of the said repair. Any and all claims will be denied if repairs of said damage is assessed and/or repaired by another company, without the written approval of **Kil-Mor**.

Therefore, should any homeowner have any problems that may be pertain to termite damage under the T.I.D.E. Program, please have them and/or the management company contact our office immediately. **Kil-Mor Pest Management** will then assess the problem area in a timely manner convenient to all parties.

**NOTICE**  
**Exclusions to the Contract**

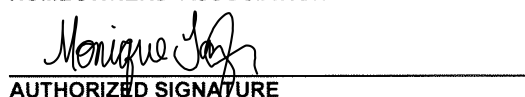
Treatment for termites does not cure damage, nor does it guarantee that termites will not return. It simply creates a chemical barrier aiding in the control of subterranean termites. Termite infestation can cause extensive damage behind walls and other inaccessible areas that cannot be detected by visual inspections. Such damage, if any, whether detected or not is NOT the responsibility of **Kil-Mor Pest Management**. Further, **Kil-Mor** will not be responsible for secondary infestation arising from conditions, which the homeowner has allowed to exist which may be conducive to termites (e.g. excessive moisture, wood debris, etc.) The treatment provided for in this contract is for subterranean termites only and does not provide protection against, guarantee against the infestation of Formosan Termites, Dry Wood Termites or any other wood destroying insects.

**KIL-MOR PEST MANAGEMENT**  
NC STRUCTURAL PEST LICENSE #847PW  
NC GENERAL CONTRACTORS LICENSE #43915

  
AUTHORIZED SIGNATURE

DATE: 11-4-2021

Channing Park HOA  
HOMEOWNERS' ASSOCIATION

  
AUTHORIZED SIGNATURE

DATE OF ACCEPTANCE: 11/9/21

**NORTH CAROLINA OFFICIAL WAIVER OF MINIMUM REQUIREMENTS FOR THE  
CONTROL OF SUBTERRANEAN TERMITES IN EXISTING STRUCTURES**

|                                                                  |           |                         |                                                           |
|------------------------------------------------------------------|-----------|-------------------------|-----------------------------------------------------------|
| Property Owner: <u>Channing Park (189 units)</u>                 |           | Agent: _____            |                                                           |
| Address: <u>Channing Park CR 1000 E. 10th St. Poplarleaf Way</u> |           | Address: _____          |                                                           |
| City: <u>Day NC 27519</u>                                        |           | City: _____             |                                                           |
| Location of Property, if different from above: _____             |           | Date of Contract: _____ |                                                           |
| Type of Construction                                             | Basement: | Crawl-Space:            | Slab: <input checked="" type="checkbox"/><br>Combination: |

Before signing this form you should read and understand each of the treatment specifications indicated below. These specifications are based on the minimum requirements of the N.C. Structural Pest Control Committee.

The items checked below apply to the structure to be treated and will not be performed in treating the property listed above. Any item checked below must be explained on the right adjacent to the item checked on the left.

**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 subills.
- ☐ 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.

Explanation and location of item(s) waived :

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**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, pilasters, chimneys, and step buttresses within 4 feet of any evidence of termites.
- ☒ H. Drill and treat with a termiticide voids in porch walls.

LOCALIZED TREATMENTS TO SPECIFIC UNITS AND AREAS

THAT ARE IDENTIFIED TO HAVE ACTIVE TERMITES OR

UNITS/AREAS TO BE TREATED AS A PRECAUTION.

NO INTERIOR FINISHED SLAB DRILLING AND TREATING

UNLESS SPECIFIED, ON AREAS INACCESSIBLE.

**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 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.

TREATMENT WILL BE DONE FROM ADJACENT WALLS AND

SOIL.

**V. Service Agreement Information:**

This treatment is ☒ is not ☐ covered by a service agreement (one must be checked). If a service agreement is to be issued, a copy is attached to these specifications.

|                                                                                                                                                                                                            |                           |                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------|
| Company: <u>KIL-MOR EXTERMINATING, CO, INC</u>                                                                                                                                                             | License No.: <u>347PW</u> | Signature of Licensee or Company Representative: <u>[Signature]</u> |
| <p><b>PROPERTY OWNER/AGENT: DO NOT SIGN THIS FORM IF YOU DO NOT UNDERSTAND IT OR IF YOU HAVE ANY QUESTIONS REGARDING THE QUALITY OR EXTENT OF TREATMENT TO BE PERFORMED. DO NOT SIGN A BLANK FORM.</b></p> |                           |                                                                     |
| Signature of Owner / Agent: <u>[Signature]</u> for Channing Park. Community Manager                                                                                                                        |                           | Date: <u>11/9/21</u>                                                |