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PO Box 19365 * Raleigh, NC 27619 * (919) 870-8003 * office@pestandtermiteconsultants.com * NC License #2057PW * SC License #CA032137

Chad & Beth O'Shea

Customer Name _____

113 Sire Court, Holly Springs, NC 27540

Billing Address

(919) 609-5498

Phone _____

County

113 Sire Court

Property Address

Holly Springs, NC 27540

City, State, Zip

\$125.00
Initial Purchase Price

\$125.00
Annual Renewal Fee
(Years 2 through 5)

Guarantee will be provided as follows:

☐ Repair & Retreatment	☐ Repair & Retreatment - Excluding Interior Flooring
☒ Retreatment Only	☐ 18 Month Retreatment Only - Powder Post Beetles
☐ None	

Initial Treatment and Guarantee

- Subject to the terms and conditions set forth in this agreement, Pest & Termite Consultants, Inc. ("Pest & Termite Consultants" or "we") agrees to provide the above named customer ("Customer") the treatments and the guarantee, if any, indicated above.
- Pest & Termite Consultants guarantees the treatment will comply with the manufacturer's label and applicable regulations adopted by the North Carolina Department of Agriculture and United States Environmental Protection Agency.

Renewable Guarantee

- The guarantee indicated above, if any, will be effective for a period of one year from the date on which the initial treatment is performed (the "Treatment Date"), except for the "18 Month Retreatment Only - Powder Post Beetle" option, which will be effective for a period of eighteen months from the Treatment Date.
- Prior to the expiration of the guarantee period (including any renewal period), Customer may renew the guarantee for an additional year, provided Customer timely pays the annual renewal fee and permits Pest & Termite Consultants to perform an annual inspection of the above property on or before the end of the calendar month in which the guarantee period expires.
- The annual renewal fee will be at the rate set forth above for each of the first four renewals (i.e., the second through fifth years); thereafter, the annual renewal fee may be adjusted (up or down) in the discretion of Pest & Termite Consultants.

Guarantee Options

- **"Repair & Retreatment"**: At no additional cost, we will: (i) perform retreatment as necessary to control the pests for which Customer's structure was initially treated; and (ii) in the event Customer's structure suffers damage from such pests after the initial treatment, repair the post-treatment damage in a commercially reasonable manner. Damage occurring before the Treatment Date is not covered and we will not be obligated to perform retreatments or repair Customer's structure in connection with such damage. Damage found after the Treatment Date with no live activity present will be presumed to have occurred before the Treatment Date. In the event live activity is present, but the moisture content in the affected area is greater than 20%, we will perform retreatment only.
- **"Repair & Retreatment - Excluding Interior Flooring"**: The guarantee is provided on the same terms and conditions as the "Repair & Retreatment" option above, except the obligation to repair damage does not extend to interior flooring.
- **"Retreatment Only"**: At no additional cost, we will perform retreatment as necessary to control the pests for which Customer's structure was initially treated, without an obligation to repair damage to Customer's structure.
- **"18 Month Retreatment Only – Powder Post Beetles"**: The guarantee is provided for treatments for Powder Post Beetles. It is provided on the same terms and conditions as the "Retreatment Only" option above, except the initial guarantee period continues for eighteen months from the Treatment Date.
- All guarantees are subject to the terms and conditions of this agreement, including the General Terms and Conditions (as defined below) and the exclusions, disclaimers, and limitations of liability set forth therein.

Transfer of Guarantee

- We will permit the transfer of the guarantee indicated above, if any, to a new owner of the above property at no additional cost. Following such transfer, the new owner may renew the guarantee on the terms and conditions under "Renewable Guarantee" above.
- Additions or Alterations to Property
- In the event Customer's structure is modified or altered after the Treatment Date, Pest & Termite Consultants may require, in its reasonable discretion, additional treatments, additional service charges, adjustments to the annual renewal fee, or exclusions from the guarantee. Customer must provide written notice of such addition or alteration within thirty days of substantial completion thereof. If Customer fails to timely provide notice, the guarantee indicated above, if any, terminates automatically without further action.
- Sensitivities and Allergies
- A physician should be consulted prior to performance of the initial treatment if Customer, or any occupants of the above property, have previously experienced adverse reactions, allergic or otherwise, to chemicals, solvents, odors, dust, pollen, or similar matter or suffer from respiratory illnesses.

Agreement

The treatments and guarantee purchased by Customer hereunder are subject to: (i) the terms and conditions set forth in this agreement; (ii) the General Terms and Conditions attached hereto and incorporated herein by reference (the "General Terms and Conditions"); and (iii) if and as applicable, the North Carolina Official Waiver of Minimum Requirements attached hereto and incorporated herein by reference (the "North Carolina Waiver"); all of which together form a binding agreement as of the date of Customer's signature below. By signing below, Customer accepts and agrees to be bound by all of the terms and conditions of set forth in this agreement, the General Terms and Conditions, and the North Carolina Waiver. ([Link to Waiver](#))

Customer Signature: _____

CGD

**Customer signed on: Monday,
12/08/2025**

Email: **coshea4302@gmail.com**

Date: 10/29/2025

Name (Print): **Chad & Beth O'Shea**

Chad & Beth O'Shea

General Terms and Conditions

These "General Terms and Conditions," together with the agreement which references these General Terms and Conditions (the "Purchase Agreement") and, if and as applicable, the North Carolina Waiver, form a binding agreement by and between Customer and Pest & Termite Consultants, and govern the relationship pursuant to which Pest & Termite Consultants will provide the treatments and guarantee purchased by Customer (which treatments and guarantee are referred to herein as the "Services" and the "Guarantee"). Capitalized terms used, but not otherwise defined, in these General Terms and Conditions have the meaning ascribed to them in the Purchase Agreement.

1. Customer agrees to pay the prices, charges, and costs set forth in the Purchase Agreement and all taxes applicable thereto, however designated, levied, or based. Applicable taxes will be billed as a separate item on invoices where possible.
2. All fees must be paid by Customer no later than thirty (30) days after Pest & Termite Consultants' delivery of the applicable invoice therefor. Fees not paid by Customer within thirty (30) days after the date on which payment is due will bear interest at the lesser of one percent (1%) per month of amounts then due or the highest rate allowed by law. For fees unpaid and outstanding for more than sixty (60) days following the date on which such fees are due, Customer is responsible for, and agrees to pay, Pest & Termite Consultants' reasonable costs and expenses of collection, including, but not limited to, court and attorneys' fees and expenses. Further, if any payment is not received within sixty (60) days after the date on which payment is due, Pest & Termite Consultants may, at its sole option and without further notice or consideration, terminate the Guarantee.
3. In the event performance of the Services requires modification or alteration of Customer's structure (e.g., where treatment or retreatment requires the removal of flooring, deck boards, or stair boards, or the removal of plastic or insulating materials from a sealed crawl space), Customer will be solely responsible for the costs and expenses of such modifications or alterations.
4. Pest & Termite Consultants' obligations under the Guarantee are conditioned on: (a) Customer notifying Pest & Termite Consultants in writing of any claim before the expiration of the Guarantee; (b) Customer having made payment in full of all amounts due and payable to Pest & Termite Consultants for the Services and the Guarantee; (c) Customer providing Pest & Termite Consultants and its personnel with access to Customer's structure, as reasonably determined by Pest & Termite Consultants to be necessary for its inspection and any required retreatments and repairs; (d) Pest & Termite Consultants inspecting evidence of the active infestation, before it is altered and destroyed, and validating Customer's claim; and (e) all repair work being performed by contractors engaged by Pest & Termite Consultants or approved by Pest & Termite Consultants before repairs commence.
5. The Guarantee provides for necessary retreatments to Customer's structure only if an active infestation is found in the covered area, as such area is described on the inspection graph prepared by Pest & Termite Consultants (the "Inspection Graph"). Further, if the Guarantee option selected by Customer does not include a repair obligation (i.e., "Retreatment Only" or "18 Month Retreatment Only - Powder Post Beetles"), the Guarantee only provides for such retreatments and does not guarantee against damage to Customer's structure or otherwise provide any repair or compensation for such damage. Accordingly, if Customer purchases one the foregoing Guarantee options or declines to purchase the Guarantee, Customer waives and releases Pest & Termite Consultants from liability for any and all claims for damage to Customer's structure. If the Guarantee option selected by Customer includes a repair obligation (i.e., "Repair & Retreatment" or "Repair & Retreatment - Excluding Interior Flooring"), Customer's sole remedy, and Pest & Termite Consultants' sole liability, for damage to Customer's structure is for Pest & Termite Consultants to repair the damage in accordance with, and to the extent required by, the terms and conditions of the Guarantee.
6. Pest & Termite Consultants will have no liability for damage occurring prior to the Treatment Date, whether visible or hidden during the date of Pest & Termite Consultants' inspection. Customer acknowledges that, due to the nature and biology of wood destroying insects, damage may be present in areas which are inaccessible to visual inspection. Pest & Termite Consultants does not guarantee the damage disclosed on the Inspection Graph comprises all of the existing damage as of the Treatment Date. Further, Pest & Termite Consultants will have no liability for damage resulting from moisture conditions, including, without limitation, damage or illness from the presence of fungi or mold, whether visible or not. Pest & Termite Consultants highly recommends Customer consult with a licensed general contractor/structural engineer in order to assess any areas of damage or moisture concerns reported by Pest & Termite Consultants, irrespective of how minor such damage or moisture concerns may seem.
7. The Guarantee does not cover, and Pest & Termite Consultants will not be responsible for: (a) damage to areas excluded from coverage in the Inspection Graph or that are not part of the treated structure; (b) damage to areas of Customer's structure that are not treated by Pest & Termite Consultants due to Customer's failure to report modifications or alterations; (c) damage to areas where an active infestation is not found; (d) damage from pests arising in connection with wood and soil contact; and (e) damage from pests arising in connection with a moisture content greater than 20%, including damage related to plumbing leaks and roofing leaks.
8. In the event of damage to interior flooring that is covered by the Guarantee, Pest & Termite Consultants will only be responsible for repairing the damaged portion of the flooring. The Guarantee does not provide for entire floor replacement and, if Customer desires to replace the entire floor, Customer will bear the additional expense associated therewith. 9. For structures with sealed crawl spaces, a booster treatment must be performed every five (5) years in order for Customer to continue renewing a Guarantee option with a repair obligation. For multi-family structures, a booster treatment must be performed every ten (10) years in order for Customer to continue renewing a Guarantee option with a repair obligation. In either case, if Customer declines to have a booster treatment performed, Customer may renew the Guarantee as a "Retreatment Only" guarantee.
10. EXCEPT AS PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PEST & TERMITES CONSULTANTS DISCLAIMS ANY WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, OR NON-INFRINGEMENT.
11. Customer agrees Pest & Termite Consultants is not liable to Customer or any third party for any special, indirect, remote, lost profits, incidental, exemplary, consequential, or punitive damages arising from or related to the Services or the Guarantee, even if Pest & Termite Consultants was advised in advance of the possibility of such damages. In no event will Pest & Termite Consultants be liable for: (a) personal expenses such as lodging, meals, transportation, etc. incurred as a result of treatment, retreatment and/or damage repair; (b) lost rental or other income as a result of treatment, retreatment and/or damage repair; and (c) expenses incurred as a result of adverse reactions described under the section of the Purchase Agreement entitled "Sensitivities and Allergies."
12. Pest & Termite Consultants will not be responsible for any delay or failure to perform its obligations to Customer due to unforeseeable causes beyond its reasonable control, including, without limitation, accidents, acts of God, acts of the public enemy, insurrections, riots, embargoes, material shortages, labor disputes (including strikes, lockouts, job actions, or boycotts), fires, explosions, or floods.
13. By providing an email address in the Purchase Agreement, Customer consents to the receipt of emails regarding service alerts, new services, and special promotions.
14. The Purchase Agreement, these General Terms and Conditions, and the North Carolina Waiver (if and as applicable), together with the Inspection Graph, constitute the entire agreement between the parties with respect to the Services and the Guarantee and supersede all prior proposals, negotiations, conversations, discussions and agreements between the parties pertaining thereto. Customer acknowledges it has not been induced to enter this agreement by any representation or statements, oral or written, not expressly contained in this agreement. No amendment or modification of any provision of this agreement shall be effective against Pest & Termite Consultants unless the same shall be in writing and signed by an authorized representative of Pest & Termite Consultants. A failure by Pest & Termite Consultants to enforce any of the terms and conditions of this agreement will not constitute or be deemed to constitute a waiver thereof. If any provision of this agreement is held to be unenforceable or invalid for any reason, the remaining provisions shall continue to be valid and enforceable. This agreement inures to the benefit of and is binding upon the parties and their respective successors and assigns. This agreement is governed by and construed in accordance with the laws of the state of North Carolina, except for those conflicts of law rules thereof that would require or permit the application of the laws of another jurisdiction.
15. In the event of any conflict between the terms and conditions set forth in the Purchase Agreement, these General Terms and Conditions, and the North Carolina Waiver, such conflict will be resolved by giving precedence in the following order: (a) these General Terms and Conditions; (b) the Purchase Agreement; and (c) the North Carolina Waiver

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

Property Owner: Chad & Beth O'Shea		Agent:	
Address: 113 Sire Court		Address:	
City: Holly Springs		City:	
Location of Property, if different from above: 113 Sire Court, Holly Springs 27540		Date of Contract: 10/29/2025	
Type of Construction	Basement: ☐	Crawl Space: ☒	Slab: ☐ 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: [X] A. Provide access openings to permit inspection of all basement and crawl-space	Explanation and location of item(s) waived : Owner is continuing the builders warranty (Rider Homes)
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[X] B. Remove all wood and cellulose materials , such as stumps, form boards and construction debris, contacting soil in all crawl-space areas.

[X] C. Provide required clearance between soil and wood floor joists, girders and subsills.

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

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

II. Foundation Treatment:

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

[X] 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.

[X] H. Drill and treat with a termiticide voids in porch walls.

III. Slab Treatment:

[X] I. Drill and treat all concrete slab porches as required.

[X] 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.

[X] K. Treat soil with a termiticide beneath floor slabs, such as garages, storage rooms and interior floor slabs.

IV. Soil Treatment:

[X] 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.)

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

V. Service Agreement Information:
This treatment is [X] 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: Pest and Termite Consultants	License No.: 2057PW	Signature of Licensee or Company Representative:  Employee signed on: Monday, 12/08/2025
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.		
Signature of Owner/Agent:  Customer signed on: Monday, 12/08/2025		Date: 12/08/2025

This agreement is for an initial period of 12 month(s).