



Subterranean Termite Protection Plan

The Neuse Termite & Pest Control

PO Box 446, Clayton, NC 27528 NC Lic. # 1443PW
Office (919) 553-9888 Fax (919) 553-0018

Home Phone 910-352-8401
Business Phone _____

Purchaser Sophie Tracy
Mailing Address 209 Kephart Way
Description of Property (x) Residence
Property Address 209 Kephart Way
City/State Holly Springs NC Zip Code 27540

GUARANTEE

For the term of one (1) year from the onset of the subterranean termite protection plan guarantee (hereinafter referred to as "Contract effective date"). The Neuse Termite & Pest Control, Inc. agrees to furnish at no additional cost such further termite control measure as is found necessary against the attack of subterranean termites, and if this Contract is renewed by Purchaser as herein provided, The Neuse Termite & Pest Control, Inc. agrees that for the first five years, it will make annual inspections of said property and it will furnish for no additional cost, above the annual renewal fee, such further control measures against the attack of subterranean termites as is found necessary. After a five (5) year period has elapsed (and each 5 year period thereafter), a re-treatment booster is required at the homeowner's expense to extend the damage repair warranty of this agreement. If customer does not continue with the re-treatment booster, this agreement will not cover future termite damage, but will only cover re-treatment against subterranean termites.

The Neuse Termite & Pest Control, Inc. further agrees in the event of any new subterranean termite damage to the structure or contents of the described property which occurs after the first 365 days from the Contract effective date (pending payment of the first year's renewal fee), or during any one year renewal term(s) paid for by Purchaser, but subject to the exclusions hereinafter set forth, The Neuse Termite & Pest Control, Inc. will, after inspection and verification of any such new subterranean termite damage, arrange for necessary repairs and pay the cost of labor and materials thereof or in the case of unrepairable contents items, The Neuse Termite & Pest Control, Inc. will pay the fair market value thereof prior to such damage, but the total liability of The Neuse Termite & Pest Control, Inc. hereunder shall not exceed either, the cost of such necessary repairs plus the fair market value of any unrepairable contents or ONE MILLION DOLLARS (\$1,000,000), whichever is the smaller or lesser sum, and this guarantee shall not apply to or cover the following items of subterranean termite damage:

EXCLUSIONS

- Any damage to the structure or contents of the described property which is discovered after the Contract effective date with no active termite infestation present, it being agreed between the Purchaser and The Neuse Termite & Pest Control, Inc. that any such damage shall be conclusively presumed to have occurred prior to the Contract effective date.
- Any damage to the structure or contents of the described property by subterranean termites entering or thriving in areas conducive to infestation by reason of the presence of excessive moisture from whatever source, included but not limited to water leakage from structural or mechanical problems, weather conditions including acts of God, alteration of the terrain around the described property, the intentional or unintentional introduction of moisture under or around the described property, et cetera. Upon the discovery of any such excessive moisture, Purchaser agrees to be responsible for the cost of elimination of the source of said water and for the repair of any subterranean termite infestation damage resulting therefrom, it being agreed between the Purchaser & The Neuse Termite & Pest Control, Inc. that it shall be conclusively presumed that the excessive moisture condition occurred prior to and was the cause of any such subterranean termite infestation. Upon elimination of the excessive moisture problem and the completion of repairs by Purchaser, The Neuse Termite & Pest Control, Inc. agrees to provide termite control measures to the area in question against the attack of subterranean termites at no additional charge to the Purchaser.
- Any subterranean termite damage to the structure or contents of the described property which occurred and existed prior to the Contract effective date, even though such old damage may not be noted or shown on the graph described below. If any portion of the structure or any item of the contents of the described property having such old or pre-existing subterranean termite damage should sustain new subterranean termite damage after the Contract effective date, the cost of repair or, if necessary, replacement thereof shall be prorated between the Purchaser and The Neuse Termite & Pest Control, Inc. on the basis of the relative amounts of the old and the new subterranean termite damage, The Neuse Termite & Pest Control, Inc. paying the portion of the total bill for repairing the new damage and the customer paying the balance.
- Any damage to the described property or its contents caused by subterranean termites entering on or through wood in contact with the earth and the described property; whether the wood is a part of the described property or not.
- Any subterranean termite damage to the structure or contents of the described property originating in or through or from additions to or alterations in the described property made thereto after the Contract effective date, unless prior to the occurrence of any such termite damage, said additions and/or alterations were created by The Neuse Termite & Pest Control, Inc., at an agreed additional cost to Purchaser, and accepted by The Neuse Termite & Pest Control, Inc. as being included under and covered by the terms of this Contract or any renewal hereof.
- Any subterranean termite damage to the structure or contents of the described property existing in areas which were not accessible for visual inspection by The Neuse Termite & Pest Control, Inc. as of the initial treatment, it being agreed by Purchaser and The Neuse Termite & Pest Control, Inc. that The Neuse Termite & Pest Control, Inc. cannot and does not guarantee that the graph or graphs forming a part of this Contract reflect all existing subterranean termite damage, but only such damage as can be ascertained from visual inspection of accessible areas.
- Other subterranean termite damage not covered by this Guarantee shall be: _____

Any change in the condition of the property described, which increases the risk of infestation by subterranean termites, may necessitate the installation of inspection panels or access openings to treating areas. Providing these openings are not included in this agreement and they shall be provided by the Purchaser upon request of The Neuse Termite & Pest Control, Inc.

This Subterranean Termite Protection Plan and its guarantee is not transferable to any subsequent owners of the covered property unless otherwise agreed to by The Neuse Termite & Pest Control, Inc.

The Neuse Termite & Pest Control, Inc. will not be held responsible for any termiticide sensitivity to customer resulting from termite treatment on described property.

A graph based on the visual inspection of accessible and visible areas and showing existing termite damage and active infestation and other survey finding in respect to the described property at the time of the original inspection and supplemented, if necessary, by additional findings disclosed during the course of performance of termite control measures by The Neuse Termite & Pest Control, Inc. shall constitute a part of this contract.

ARBITRATION

It is agreed between Purchaser and The Neuse Termite & Pest Control, Inc. that any controversy or dispute arising between them relating to: (1) any treatment or service rendered by or allegedly required to be rendered by The Neuse Termite & Pest Control, Inc. or (2) any damage or injury to person or to property, whether direct, incidental, or consequential, allegedly caused by The Neuse Termite & Pest Control, Inc. or (3) the enforcement of or any claim under the "GUARANTEE AND EXCLUSIONS" provisions hereof, shall be settled and resolved exclusively by arbitration. It is further agreed that said arbitration shall be controlled by and conducted under the provisions of the North Carolina Uniform Arbitration Act, North Carolina General Statutes 1-567.1 through 1-567.20, as said statutes may be amended or replaced from time to time, and said North Carolina statutes are hereby incorporated into this Contract by reference as if fully set forth herein. It is further agreed that there shall be a total of three (3) arbitrators, one to be chosen by Purchaser, one by The Neuse Termite & Pest Control, Inc., and a third by the first two arbitrators. It is also agreed that the arbitrators shall render their written award or fully decision within thirty days after the conclusion of the arbitration hearing.

ACCEPTANCE

The price to be paid by Purchaser to The Neuse Termite & Pest Control, Inc. for this work, including the first year's damage guarantee is \$ 175⁰⁰. For the additional sum of \$ 175⁰⁰, payable by the Purchaser on or before each anniversary of the effective date, The Neuse Termite & Pest Control, Inc. agrees to extend this Contract annually, including the damage guarantee which shall apply for each respective one year extension term, but The Neuse Termite & Pest Control, Inc. reserves the right to alter the annual extension charge for any renewal term which constitutes the third or any later year of this Contract.

In respect to any alterations in or additions to the described property after the Contract effective date or other increased hazards thereto, Purchaser agrees to arrange and pay for The Neuse Termite & Pest Control, Inc. to provide any needed additional termite treatment and further agrees that The Neuse Termite & Pest Control, Inc. may adjust that annual extension charge to cover said alterations, additions, or increased hazards.

The following payment terms are hereby agreed to:

It is agreed by the Purchaser that any past due billing hereunder is subject to a 1 1/2% per month service charge on the unpaid balance.

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION BY MAILING OR DELIVERING WITHIN SAID TIME LIMIT A SIGNED WRITTEN NOTICE OF SUCH CANCELLATION.

Accepted by Sophie Tracy The Neuse Termite & Pest Control, Inc.

Agent of Property Owner:

By Representative: [Signature]

Contract Effective Date: 5-2-22

NOTICE: TERMITE CONTROL APPLICATION:

AC/Heating systems should be turned OFF during application.
Buyer / Agent Initial [Signature]