



New Construction Subterranean Termite Warranty

Phil Kaylor, Lic. # 644PW
P.O. Box 3714
New Bern, NC 28564
252-634-1779

XXXXXXXXXX

Customer Name

215 Shoreview Drive

Mailing Address

New Bern, NC 28562

City/State/Zip

Home Phone

Business Phone

(see graph)

Property Description

XX

☒ Residence Only

☐ Other

Structures Covered

Same Property Address

City/State/Zip

General Terms and Conditions

All references to termites apply only to native eastern subterranean termites (*Reticulitermes*, spp.). This coverage plan does not provide protection from or coverage for any other wood destroying organism, insect, or any pest, including Formosan Termites, Drywood Termites, etc.

This coverage plan covers only the primary structure listed above, unless otherwise specified in writing.

This agreement covers the premises described on the attached graph as of the date of the initial contract. In the event that the premises are structurally modified, altered, or otherwise changed after the initial contract date, this agreement shall terminate unless a prior written agreement shall have been entered into between the Purchaser and The X-Team to re-inspect the premises, provide additional treatment if necessary, and/or adjust the annual renewal fee.

Inspection panels, access openings, and elimination of any change in the condition of the property described above which increases the risk of termite infestation are not included in this agreement and shall be provided by the Purchaser upon the request of The X-Team.

The purchaser is responsible for maintaining the premises, for the term of this contract, free from any factors contributing to infestation such as wood, trash, lumber, direct wood to soil contact, standing water on or near the structure, faulty plumbing, leaks, any dampness from drains, condensation, or leaks from the roof or otherwise into, onto, or under the covered structure. Failure to do so voids this coverage plan and The X-Team shall be released from any further obligation. The X-Team is not responsible for any damage caused to the structures(s) as a result of any said conditions. Failure to note herein any of the above conditions to customer does not alter the customer's responsibility under this paragraph, or waive The X-Team's right to terminate the plan.

The X-Team's liability under this contract will be terminated if the company is prevented from fulfilling its responsibilities under the terms of this contract by circumstances or causes beyond the control of The X-Team, including but not limited to the failure of the Purchaser to allow The X-Team access to the premises for any purpose contemplated by this contract.

By signing this contract, I, the customer, certify that I have read and fully understand the provisions of this contract and the attachments with all their terms and conditions without limitations, and it being understood that The X-Team and the undersigned are bound by the terms of this contract and not by any other representations, oral or otherwise.

The X-Team disclaims any liability for special, incidental, or consequential damages. The guarantees stated in this agreement are given in lieu of any other guarantee or warranty, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

In the event of a dispute between Purchaser and The X-Team arising out of or relating to the interpretation of the terms and conditions of this contract or breach of any provision of this contract, the parties hereby expressly agree to submit their dispute to binding arbitration for resolution in accordance with the rules and requirements of the American Arbitration Association. The parties acknowledge and understand that by agreeing to submit their dispute to binding arbitration they are effectively waiving their right to trial by jury as a means of resolving disputes.

The coverage plan and/or extension thereof will be effective only upon full payment of the charges as provided herein. The Purchaser agrees to pay The X-Team's invoices upon receipt unless prior, written agreement is made. If legal action is necessary to collect any amount due, The X-Team shall be entitled to recover from the Purchaser all reasonable costs of collection, including reasonable attorneys' fees and expenses, in addition to any outstanding amounts due The X-Team. 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.

This coverage shall terminate upon transfer of ownership of the described structure(s). At the discretion of The X-Team, a new contract may be offered to the new owner providing the new owner sign a new coverage plan and pay all applicable fees.

This property was not inspected for any molds, mildew, or fungi and no opinion on health-related effects or indoor air quality is provided or rendered by The X-Team. We recommend you consult a qualified mold expert if you are concerned about the release of molds, mildew, or fungi during our treatment or inspections.

Guarantee and Exclusions

The X-Team agrees to perform, to the extent and in a manner that is considered to be necessary, visual inspections of and/or services on the covered property to limit subterranean termite attacks the covered property.

For the term of one (1) year from the contract effective date, The X-Team agrees to furnish such treatment as it deems necessary against attack of subterranean termites. If this contract is renewed by the Purchaser, as herein provided, The X-Team will, for each one (1) year renewal term, inspect the covered property and will furnish, at no additional cost above the annual renewal fee, such treatment as it deems necessary against the attack of subterranean termites.

In the event of new subterranean termite damage to the structure or contents of the covered property, which occurs during any one (1) year coverage paid by the Purchaser, The X-Team will, after it inspects and verifies any such new damage, arrange for any necessary repairs or such necessary repairs plus the fair market value of irreparable contents items or (2) twenty-five thousand dollars (\$25,000), whichever is less.

This guarantee shall not apply to or cover the following items of damage:

- (a) Any damage to the covered property or its contents by subterranean termites entering or thriving in areas conducive to infestation by reason of the presence of excessive moisture (moisture meter readings over 19%).
- (b) Any damage to the covered property or its contents by subterranean termites entering on or through wood in contact the covered property whether it is part of the structure or not.
- (c) Any damage to the covered property or its contents with subterranean termites originating in or through or from additions or alterations to the covered property unless, prior to such damage, The X-Team treated/accepted these changes at an additional cost to the Purchaser.
- (d) Any damage to the covered property or its contents due to the presence of stucco, synthetic stucco, EIFS, rigid foam board, and/or expanded foam materials.
- (e) Any damage to the covered property or its contents that was repaired or replaced before notification of and approval by The X-Team.
- (f) Other damage excluded: _____

Acceptance

Your builder contracted and is to pay The X-Team for the initial treatment and first year's warranty. Before the anniversary date, The X-Team will send you a notice that it is time to renew/continue your termite protection and how much it costs for the next year. You may renew your termite protection on an annual basis **FOR AS LONG AS YOU OWN THE COVERED PROPERTY.**

X-Team Representative



Date 4/15/2024

This property was treated with PREMISE 75 for: McClay Custom Homes