



**New Construction  
Subterranean Termite  
Warranty**

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

XXXXXXXXXX

(see graph)

Customer Name  
215 Shoreview Drive  
Mailing Address  
New Bern, NC 28562  
City/State/Zip  
Home Phone Business Phone

Property Description  
 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.

