

Subterranean Termite Protection Builder's Guarantee

OMB Approval No. 2502-0525
(exp. 05/30/2018)

This form is completed by the builder.

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. Section 24 CFR 200.926d(b)(3) requires that the sites for HUD insured structures must be free of termite hazards. This information collection requires a licensed Pest Control company to provide the builder a record of specific treatment information in those cases when if any method other than use of pressure treated lumber is used for prevention of subterranean termite infestation. When applicable, form HUD-NPMA-99-B must accompany the form HUD-NPMA-99-A. Builders, pest control companies, mortgage lenders, homebuyers, and HUD as a record of treatment for specific homes will use the information collected. The information is not considered confidential, therefore no assurance of confidentiality is provided.

This form is submitted for proposed (new) construction cases when prevention of subterranean termite infestation is specified by the builder or required by the lender, the architect, FHA or VA.

This form is to be completed by the builder. This guarantee is issued by the builder to the buyer. This guarantee is not to be considered as a waiver of, or in place of, any legal rights or remedies that the buyer may have against the builder.

FHA/VA Case No.: _____

Location of Structure(s) (Street Address, or Legal Description, City, State and Zip): 4260 NC- 210 BUNNLEVEL NC 28323

Buyer's Name: _____

Builder is to check and complete either box 1 or box 2.

1. Pest Control Company Applied Treatment (See HUD-NPMA 99B for treatment information)

The undersigned builder hereby certifies that a State licensed or otherwise authorized pest control company (where required by State law) was contracted to treat the property at the location referenced above to prevent subterranean termites. The builder further certifies that the contract with the pest control company required the treatment materials and methods used to be in conformance with all applicable State and Federal requirements. All work required by the contract has been completed unless noted on HUD-NPMA 99B. Where not prohibited by applicable State requirements, the buyer, for an additional fee payable to the pest control company, may extend the protection against subterranean termites. Contact the pest control company listed on the attachment for further information.

The builder hereby guarantees that, if subterranean termite infestation should occur within one year from the date of closing, the builder will ensure that a licensed or otherwise State authorized pest control company will treat as necessary to control infestations in the structure. This further treatment will be without cost to the buyer. If permitted by State law, the buyer may contract directly, at the buyer's expense, with a pest control company to inspect the property on a periodic basis and use EPA registered products to control any infestation. The builder will not be responsible for guaranteeing such contracted work. The builder further agrees to repair all damage by subterranean termites within the one-year builder's warranty period. This guarantee does not apply to additions or alterations that are made by the buyer, which affects the original structure or treatment. Examples include, but are not limited to, landscape and mulch alterations, which disturb the treated area and create new subterranean termite hazards, or interfere with the control measures. If within the guarantee period the builder questions the validity of a claim by the buyer, the claim will be investigated by an unbiased expert mutually agreeable to the buyer and builder. The report of the expert will be accepted as the basis for disposition of the case. The non-prevailing party will pay the cost of any inspections made to investigate the claim. For further information, contact your State structural pest control regulatory agency. **All service must be in compliance with the International Residential Code.**

Type of Service:: Termite Bait System Field Applied Wood Treatment Soil Treatment Installed Physical Barrier System

2. Builder Installed Subterranean Termite Prevention using Pressure Treated Lumber

The builder certifies that subterranean termite prevention was installed using pressure treated lumber only and certifies that use of the pressure treated lumber is in compliance with applicable building codes and HUD requirements including Mortgagee Letter 2001-04. **Note: Using pressure treated sills as a sole method of termite prevention is NOT acceptable and violates the requirements of Mortgagee Letter 2001-04.**

_____ 02/01/18
Initial of Builder Date

Attachments: _____

Builder's Company Name: SOUTH EASTERN GENERAL CONTRACTING Phone No: _____

Builder's Signature: _____ Date: _____

Consumer Maintenance Advisory regarding Integrated Pest Management for Prevention of Wood Destroying Insects. Information regarding prevention of wood destroying insect infestation is helpful to any property owner interested in protecting the structure from infestation. Any structure can be attacked by wood destroying insects. Periodic maintenance should include measures to minimize possibilities of infestation in and around a structure. Factors which may lead to infestation from wood destroying insects include foam insulation at foundation, earth-wood contact, faulty grade, firewood against structure, insufficient ventilation, moisture, wood debris in crawl space, wood mulch, tree branches touching structures, landscape timbers, and wood rot. Should these or other such conditions exist, corrective measure should be taken by the owner in order to reduce the chances of infestations by wood destroying insects, and the need for treatment.

An original and one copy of this guarantee are to be prepared by the builder and sent to the lender. The lender provides one copy to the buyer at closing and includes a copy in the VA loan package or HUD insurance case binder. The builder sends one copy to the licensed pest control company which performed the treatment.

Attached is a copy of the state authorized pest control company's New Construction Subterranean Termite Service Record, HUD-NPMA-99-B.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729.3802)

New Construction Subterranean Termite Service Record

OMB Approval No. 2502-0525
(exp. 05/30/2018)

This form is completed by the licensed Pest Control Company

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 24 CFR 200.926d(b)(3) requires that the sites for HUD insured structures must be free of termite hazards. This information collection requires the builder to certify that an authorized Pest Control company performed all required treatment for termites, and that the builder guarantees the treated area against infestation for one year. Builders, pest control companies, mortgage lenders, homebuyers, and HUD as a record of treatment for specific homes will use the information collected. The information is not considered confidential, therefore, no assurance of confidentiality is provided.

This report is submitted for informational purposes to the builder on proposed (new) construction cases when treatment for prevention of subterranean termite infestation is specified by the builder, architect, or required by the lender, architect, FHA, or VA.

All contracts for services are between the Pest Control company and builder, unless stated otherwise.

Section 1: General Information (Pest Control Company Information)

Company Name: Canady's Services, Inc
Company Address PO Box 1440 City Vass State NC Zip 28394
Company Business License No. 1466PW Company Phone No. 910-245-2100
FHAVA Case No. (if any) _____

Section 2: Builder Information

Company Name SOUTH EASTERN GENERAL CONTRACTING Phone No. _____

Section 3: Property Information

Location of Structure (s) Treated (Street Address or Legal Description, City, State and Zip) 4260 NC - 210 BUNNLEVEL NC 28323

Section 4: Service Information

Date(s) of Service(s) 7/7/17, 2/01/18
Type of Construction (More than one box may be checked) Slab Basement Crawl Other _____

Check all that apply:

- A. Soil Applied Liquid Termiticide
Brand Name of Termiticide: ADONIS EPA Registration No. 89459-54
Approx. Dilution (%): .05 Approx. Total Gallons Mix Applied: 370 Treatment completed on exterior: Yes No
- B. Wood Applied Liquid Termiticide
Brand Name of Termiticide: _____ EPA Registration No. _____
Approx. Dilution (%): _____ Approx. Total Gallons Mix Applied: _____
- C. Bait system Installed
Name of System _____ EPA Registration No. _____ Number of Stations installed _____
- D. Physical Barrier System Installed
Name of System _____ Attach installation information (required)

Service Agreement Available? Yes No


Note: Some state laws require service agreements to be issued. This form does not preempt state law.

Attachments (List) _____

Comments _____

Name of Applicator(s) CANADY'S SERVICES, INC Certification No. (if required by State law) 1466 PW

The applicator has used a product in accordance with the product label and state requirements. All materials and methods used comply with state and federal regulations.

Authorized Signature Neil McNeill  Date 02/01/18

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



Post Office Box 1440
Vass, NC 28394

910-245-2100

CONGRATULATIONS ON THE PURCHASE OF YOUR NEW HOME!!!

During the construction phase of your home, Canady's performed a termite treatment on your new home for the builder. As required in North Carolina, the builder in cooperation with Canady's provides a one-year termite damage warranty on your home. As part of this cooperation, Canady's offers to extend the termite protection on your home for an additional four years. In order to ensure there is not a lapse in coverage, we have attached a termite contract for you to sign and return. This agreement will provide us with the necessary information to contact you when the annual renewal is due. This five-year damage warranty provides up to \$100,000 termite damage protection on your valuable investment.

As a new customer, Canady's also offers other services at a discounted rate. Attached is a Quarterly Pest Control Agreement that provides additional protection against common household pests such as roaches, fleas, and spiders. As part of our agreement with your builder, we will provide these services at a discounted of \$65 per quarterly service. This perimeter pest control service provides a guaranteed barrier against general pests in your home. Also attached is an agreement for Mosquito Management. This service is performed monthly from March until October and is offered to you at a discounted rate of \$50 per month. In order to receive these services, please sign and return these agreements and we will contact you to schedule a service appointment. Canady's also offers other services such as yearly Fire Ant control, Bed Bug heat treatments, and a Crawlspace Care Division with a full line of moisture control and insulation options including crawlspace encapsulations.

Please make sure to include a phone number and email address so that we may contact you when your renewal comes due. Please keep a copy of your contract for your records and return one copy via mail or email(rebecca.canadyspest@yahoo.com) for our records.

Thanks again for becoming part of the Canady's family and allowing us to take care of all your pest control needs. Please contact us with any comments or questions.

Respectfully,
Scott Canady

5 YEAR TERMITE BOND

Post Office Box 1440
Vass, NC 28394
910-245-2100



Serving Moore, Harnett, Lee
and Surrounding Counties
NC Pest Control
License #1466PW

Purchaser NEW OWNER
Address 4260 NC-210
City BUNNLEVEL Zip 28323
Phone _____ Date 02/01/18

Description of Property RESIDENTIAL
Address 4260 NC -210
City BUNNLEVEL Zip 28323
Chemical ADONIS % .05 County _____

SURVEY FINDINGS

SUBTERRANEAN-TERMITE ACTIVITY EXISTS AS FOLLOWS:

Active Termites Swarmers Visible Damage Swarmer Wings Shelter Tubes Swarmer Tubes Ground Infestation

CORRECTIONS AND OPENINGS

Inspection panels, access openings to treating areas, and elimination of any change in the condition of the property described above which increases the risk of infestation by subterranean termites are not included in this agreement, and shall be provided for by Purchaser upon the request of Canady's Services, Inc.

GUARANTY AND EXCLUSIONS

Canady's Services, Inc. agrees to protect the property against the attack of subterranean termites through the use of the techniques set forth by this company.

Canady's Services, Inc. also agrees to furnish at no additional cost for the term of one (1) year from the date of completion of the initial treatment (hereinafter referred to as "effective date") such further treatment as is found necessary against the attack of subterranean termites, and if this Contract is renewed by Purchaser, as hereinafter provided, Canady's Services, Inc. agrees that it will for each one (1) year renewal term inspect said property at least once annually and that it will furnish, for no additional cost above the annual renewal fee, such further treatment as is found necessary against the attack of subterranean termites.

Canady's Services, Inc. further agrees that in the event of any new subterranean termite damage to the structure or contents of the property, repairs shall be performed with the approval of said carrier and at the expense of the Company, but the liability of the Company is not to exceed One Hundred Thousand Dollars (\$100,000) and this guaranty shall not apply to or cover the following items of damage:

- (a) Since this Contract provides protection against future damage by subterranean termite to the property and contents as they exist on the Contract effective date, damaged discovered after the Contract effective date, with no active termite infestation present, will be deemed to have been caused before that date.
- (b) Any damage to the described property or its contents by subterranean termites entering or thriving in areas conducive to infestation by reason of the presence of excessive moisture or wooden contacts between building and soil or rigid foam insulation board.
- (c) Any new damage occurring after the date of the initial Canady's Services, Inc. treatment of the described property in areas having existing damage at the time of the initial treatment as shown by the graph or graphs mentioned below, unless such existing damage is repaired prior to the initial treatment of the property by Canady's Services, Inc.
- (d) Other damage excluded from guaranty:

A copy of a graph showing termite damage in the above described property at the time of the original inspection and supplemented, if necessary, by additional findings disclosed during the course of treatment will be furnished to Purchaser upon completion of the original treatment and shall constitute a part of this agreement. Visible existing damage by subterranean termites is indicated on such graph or graphs at the place marked "NN" and probable hidden damage by subterranean termites is thereon indicated as existing at the places marked "AA."

This contract is non-transferrable. Upon the sale of the above property, the warranty will continue until the renewal date. Upon the renewal date, the new homeowner will be contacted and the property will be assessed for continued coverage.

ACCEPTANCE

Paid By

The price to be paid to the Purchaser to Canady's Services, Inc. for this work, including the first year's service and damage guaranty is \$ Builder.

For the additional sum of \$ 165.00, payable by the Purchaser on or before each anniversary of the effective date, Canady's agrees to extend this contract annually, for up to (4) four additional years. Purchaser reserves the right to terminate this contract as of any extension date by giving advance notice to Canady's Services, Inc.

* Purchaser agrees to arrange for Canady's Services, Inc. to provide any needed additional service and/or adjust the annual extension charge to cover increases in hazards, alterations in or additions to the property after the Contract effective date.

Upon the signing of this instrument by an authorized agent of Canady's Services, Inc. and by the Purchaser, this paper writing becomes a binding Contract between said parties. Any Account PAST DUE AGREED TERMS at Time of Sale is Subject to a 1 1/2% Service Charge per month on the Unpaid Balance. Non-Payment voids any warranty agreement.

Accepted by _____

Purchaser

Date _____ Email _____

CANADY'S SERVICES, INC.

By: Neil McNeill

Representative

Digitally signed by Neil McNeill
DN: cn=Neil McNeill, o=Canady's Services, Inc. ou=
equal-neil.canady@pestcontrol.com, c=US
Date: 2018.01.12 15:39:44 -0500

Post Office Box 1440
Vass, NC 28394
910-245-2100



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and Surrounding Counties
NC Pest Control
License #1466PW

PEST CONTROL SERVICE CONTRACT

- Canady's agrees to provide pest control service (inside the structure only) for the following general household pests:

German Roaches	Silverfish	Spiders	Roof Rats
American Roaches	Firebrats	Ground Beetles	Norway Rats
Oriental Roaches	Crickets	Grasshoppers	House Mice
Brownbanded Roaches	Mites	Millipedes	
Smokey Brown Roaches	Fleas	Centipedes	
Ants (except carpenter)	Ticks	Earwigs	

Stored Product Pests (saw tooth grain beetle, weevils, Indian meal moths) and _____
- Canady's agrees that this pest control service will consist of:
 - A preventative service once approximately every ninety (90) days for a period of time not less than 365 days from the date of the initial service.
 - Additional services during this time as often as necessary to control problem infestations of the above named pests inside the structure.
- You (the purchaser) agree:
 - To pay \$ 65 _____ for the initial pest control service.
\$ 65 _____ for each of the three (3) successive pest control services.
\$ 260 _____ total contract costs for Pest Control Service Contract.
 - To render payment for each of the pest control services named in (a) above at the time of service.
 - To accept with no undue delay each of the pest control services.
 - To make the interior of the structure readily available for each of the pest control services. (if the interior of the structure is not readily available or no pest problems exist, a perimeter service will be performed carrying the same guarantee).
 - To comply with Canady's request to correct conditions contributing to, or causing pest infestations (if any exist).
- Canady's will not be held responsible for:
 - The control of any wood destroying insects or flying insects.
 - The repair of or compensation for present or future damage done to the structure or its contents by any insect pests or rodent pests.
 - The control of any of the above named pests on or around the exterior of the structure. (Exterior service is provided by the terms of this contract only to control the entrance of pests to the interior. Control of the above named pests on or around the exterior of the structure may be obtained for a reasonable extra charge through a separate agreement, yard services carry no guarantee).
 - The control of any of the above named pests if the purchaser fails to correct or have corrected conditions contributing to or causing these pest infestations.
- Canady's and you (the purchaser) agree:
 - That this agreement shall remain in force for a period of one year from the date of the initial service, and shall automatically continue thereafter for ninety (90) day periods until suspended by either party.
 - That balances over thirty (30) days old will be charged at an interest rate of one and one half percent (1 1/2%) per month. This is an annual rate of eighteen percent (18%).

Customer's Name NEW OWNER Email _____
4260 NC-210
Billing Address _____
BUNNLEVEL _____ 28323
City _____ State _____ Zip Code _____
4260 NC -210
Service Address _____
Home Phone _____ Business Phone _____
Date of Initial Service: _____

Accepted in All Terms and Conditions
X
Customer's Signature _____ Date _____
Neil McNeill
Canady's Representative _____ Date _____
Special Instructions _____
 Residence Only Other: _____
Type and Number of Structures to Service _____

Digitally signed by Neil McNeill
DN: cn=Neil McNeill, o=Canady's Services, Inc., ou=_____
email=neil.canady@pestcontrol.com, c=US
Date: 2018.02.02 13:27:14 -0500

Post Office Box 1440
Vass, NC 28394
910-245.2100



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and Surrounding Counties
NC Pest Control
License #1466PW

MOSQUITO MANAGEMENT SERVICE AGREEMENT

Purchaser NEW OWNER
Address 4260 NC-210
City BUNNLEVEL Zip 28323
Phone _____ Date 02/01/18

Description of Property RESIDENTIAL
Address 4260 NC -210
City BUNNLEVEL Zip 28323
Email _____

1. **TREATMENT PERIOD:** Monthly services will be performed from March - October

- \$ 50 - Mosquito Maintenance Initial Service Charge
- \$ 50 - Mosquito Maintenance Monthly Service Charge x 8 Months
- \$ 400.00 - Mosquito Maintenance Yearly Total
- ~~\$XXXXXXXXXX Mosquito Maintenance Initial Service Charge~~
- ~~\$XXXXXXXXXX Mosquito Maintenance Monthly Service Charge XXXXX Months~~
- ~~\$XXXXXXXXXX Mosquito Maintenance Yearly Total~~
- ~~\$XXXXXXXXXX Initial Charge to Mosquito and Mosquito Maintenance Program~~

2. **SERVICE COMMITMENT:** Canady's Services, Inc. agrees to reduce the mosquito population around the structure through the use of techniques set forth by this company and in compliance with the terms and conditions of this service agreement. All labor and materials will be furnished to provide the most effective integrated pest management(IPM) techniques to help reduce mosquito populations. This program is designed to help reduce the mosquito population by treating the resting and breeding sites around the property. Canady's does not guarantee that mosquitoes will not be found on your property during the service period of this agreement. The customer must take additional precautions for protection when outside to prevent contracting Mosquito-borne illnesses or diseases.

This service agreement is the only agreement on this treatment. To the full extent permitted by law, there are no warranties, express or implied, including warranties of merchantability and/or fitness for a particular purpose which extend beyond the terms of this service agreement. To the full extent permitted by law, Canady's will not be liable for personal injury, property damage, loss of use, or any other damages whatsoever, including consequential and incidental damages, arising from this service. Canady's liability is specifically limited to the labor and products necessary to help reduce mosquito populations. Canady's is not liable for Mosquito-borne illness or disease allegedly contracted from mosquitoes.

3. **TERMS AND CONDITIONS:** Payment in full is due the date service begins. If payment has not been received by the next service date, services will be suspended until payment is received. This service agreement is not effective until payment in full is received by Canady's. If delinquent, Customer agrees to pay finance charges of 1 1/2% per month or an annual percentage rate of 18% applied to any unpaid balance, including prior interest. If Canady's should employ an attorney or outside collection agency, Customer agrees to pay all reasonable costs and fees. A \$25.00 service charge will be assessed to any checks returned from the bank.

Accepted by _____

Date: 02/01/18

CANADY'S SERVICES, INC.

By Neil McNeill

Digitally signed by Neil McNeill
DN: cn=Neil McNeill, o=Canady's Services, Inc., ou,
email=neil.canadyspest@yahoo.com, c=US
Date: 2016.11.08 16:30:27 -05'00'