

Tel (910) 670-8854

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Email: inspector@homecheckonline.com



N.C. requires that we receive a signed contract before or at the time of inspection. We can not perform any services without this request being met. Thank you

HOME INSPECTION AGREEMENT

The Inspector agrees to perform a visual inspection of the subject property and to provide Client with a written report identifying visually apparent major deficiencies of the inspected systems and components in readily accessible areas that exist at the time of inspection in regards to the **structure, foundation, electrical, roof, plumbing, HVAC, and built in appliances only**. The inspector is a home inspection generalist and not an expert or engineer in a particular craft or trade. The report is opinion based. The Client assumes all risk for potential problems including areas not accessible at time of inspection, or that which can not be reasonably discovered, including subsequent findings revealed during future repairs or evaluations. The client hereby releases Inspector from any and all liability, and responsibility for the cost of repairing or replacing any deficiency and for consequential damage, property damage, or personal injury of any nature. The Inspector's purpose is to determine whether or not a system or component is functional and whether or not it adversely affects the habitability of the property. The Inspector is not responsible for determining all that may be wrong with a system or component or the necessary steps, costs or reasons of a deficiency or repair; only that a second opinion may be necessary. If Inspector recommends consulting other specialized experts, Client must do so at Client's expense and liability. Additionally, inspection fees do not cover remedy of any defects. **The inspection and report is not intended to be used as a warranty, guarantee, promise or insurance policy regarding the property's condition or future condition, or against the property being free from deficiencies express or implied, and/or that Inspector will locate and report on all such defects and deficiencies.** The inspection and report will be performed **IN ACCORDANCE WITH THE NC STANDARDS OF PRACTICE AND THE NC HOME INSPECTOR LICENSURE BOARD** using generally acceptable methods and procedures. The terms in this agreement shall have the same meanings given to them in the NC standards. (Copy of standards available upon request). The inspection and written report are prepared for the sole, confidential, and exclusive use and possession for the Client. Inspector is not liable for prohibited misuse, misinterpretation or reliance on such by any third party.

SYSTEMS AND ITEMS WHICH ARE NOT COVERED in this inspection include, but are not limited to: geological and soil conditions, certain systems including; sprinkler / intercom / telephone / cable / satellite / alarm / solar / vacuum / well / water conditioning systems, additionally, below ground septic or waste systems, fuel storage tanks, portable a/c units, any items considered cosmetic such as wallpaper / window coverings / paint / floor coverings, the presence or absence of insects / pests / organisms / wood destroying insects, seasonal items such as storm doors / screens / awnings, or any oven clocks / timers / self clean features are excluded, furthermore; lightning arrestors, thermo pane seal failed windows, window safety glass / glazing, fences, internal furnace combustion systems / heat exchangers and chimney liners are excluded. The inspector shall also exclude reporting on adequacy, life expectancy, costs/procedures to cure any deficiency, component, or system. The operational capacity, performance, quality, design, as well as suitability and adequacies of home components are **beyond the purpose and scope of this inspection**. Any such opinion given by inspector on excluded items is to be used as a guide only and should be confirmed by the Client prior to property settlement. Water / moisture intrusion / seepage, and or leaks may only be visible during or following adequate rainfall. Client holds harmless and agrees that it may be impossible to observe such unless inspection is conducted at that time, and under prescribed conditions. The inspection and report do not intend to address the possible presence or danger from any environmental substance such as asbestos, radon, lead paint, formaldehyde, soil/water/air/contaminants, pesticides, toxins, disease, buried fuel tanks, mold, rot, mildew, fungi and/or all other similar hazardous substances/conditions. **The Inspector is not required to move personal property, debris, soil, furniture, equipment, carpeting, insulation or like materials which may impede or limit visibility, nor to access roofs, crawlspaces or unfloored attic areas where personal or property injury or harm may result. Concealed or latent defects are excluded from this inspection. This is a limited visual inspection, and not technically exhaustive, nor is it a code or compliance inspection. No destructive or disruptive testing shall be performed. No components or systems will be dismantled. Electricity / water / gas must be turned on, pilot lights must be lit, and normal operating controls must be used for the inspector to inspect the system or component. No shut-down systems will be inspected. Air Conditioning systems will not be tested below 65 degrees Fahrenheit to prevent system damage.**

LIMITATION OF LIABILITY / DISPUTE Client agrees that any claim for Inspector error or omission, shall be made in writing and reported to Inspector within ten days of discovery. Client further agrees not to make any alterations or repairs to claimed discrepancy prior to reinspection by inspector. If repairs have been made without such; Inspector's liability will be waived by Client. **The liability of the Inspector, his principals, agents, and employees shall be limited to a refund of the fee paid by the Client,** including Client's spouses, heirs, principals, assigns, and anyone else who may claim through Client. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims which may ever arise from this inspection. Both parties further agree that any unresolved issues will be submitted to binding arbitration through the National Association of Certified Home Inspectors Arbitration rules, and that it will be judged in accordance with the NC Standards of Practice. In the event of client commenced arbitration, Client will bear all of the Inspector's expenses occurred by Inspector. The Client further agrees that the Inspector is liable only in the event that there has been a complete failure to follow the NC Standards of Practice. Both parties agree that should any portion of this agreement be judged void, voidable or unenforceable, the remaining provisions and portions remain in full force and effect.

STANDARD LIMITED VISUAL INSPECTION *The cost of the inspection is based upon the square footage and age of the subject property. Payment must be made at the time of inspection or through the closing attorney. **Payment to Inspector is to be made whether or not the Client buys the subject property regardless of reason or cause.** Cancellation fee :\$100.00 if less than 24 hour notice. The Client agrees and understands that the maximum liability incurred for error and omissions shall be limited to a refund of the fee paid by Client. Inspector is authorized to release a copy of this home inspection report, and disclose information within the report to my Realtor, closing attorney, and verbally authorized 3rd party persons for the purpose of clarification and facilitation of repairs. It is recognized that the client can not always be present at the inspection; therefore, the client's real estate agent representing the client may sign for the client. I the undersigned, accept this agreement and fees. Inspection Date: _____*

Client Signature: X _____ **Date:** _____

Client's Agent: _____ **Date:** _____

Client Name: _____

Agent Name: _____

Inspection Address: _____

Inspector Signature: _____ **Date:** _____

Jason Weart NCHIL#A-520

Supervisor Signature: _____ **Date:** _____

Don Johnson NCHIL #1935