

TRI-COUNTY INSPECTION & Consulting Services "The Company"



PRE-DRYWALL INSPECTION AGREEMENT AND CONTRACT

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Property Location

THIS AGREEMENT made this day of _____ by and between Tri-County Inspection (hereafter called the "COMPANY" and _____ (hereafter called the "CLIENT").

THE PARTIES AGREE AS FOLLOWS:

1. The COMPANY agrees to perform a visual inspection of the subject property and to provide the client with a written inspection report identifying the major deficiencies. This inspection will be of readily accessible areas of the house and is limited to visual observations of apparent condition existing at the time of the inspection only. The inspection only includes structural and mechanical components and systems and specifically identified as follows:

- STRUCTURAL COMPONENTS
- CLADDINGS, FLASHING, TRIM*
- SKYLIGHTS, CHIMNEYS
- *INSULATION IF APPLICABLE
- GARAGE, DECKS, PORCHES, PATIOS
- VENTILATION, INCLUDING EXHAUST FANS
- ROOFING AND ITS PENETRATIONS*
- ROUGH PLUMBING
- ROUGH ELECTRICAL*
- ROUGH HVAC DUCTWORK

* MUST BE COMPLETED ITEMS

2. The home inspection and report will be performed in accordance with the Standards of Practice of Inspector Nation as a North Carolina Home Inspector, not a Builder. It adheres to NC and SC License Board Standards of Practice and Code of Ethics. It does NOT include comparing the Building blue print or plans with said structure. The inspection is applicable to buildings with four or less dwelling units, and individually owned residential units within multi-family buildings and their attached garages and carports. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of the CLIENT, or designated representative. The COMPANY accepts no responsibility for use or misinterpretation by third parties. This contract and inspection are subject to the limitations noted in the report and the exclusions noted in the above standards. Opinions expressed by the inspection will be based on the inspector's education, experience and honest convictions. The COMPANY will not disclose any information concerning the results of the inspection without the approval of the CLIENT or their designate representative. The written inspection report will be delivered to the CLIENT within three business days after the inspection is performed.

3. Items and systems NOT included in the inspection are as follows:

- DETACHED BUILDINGS
- UNDERGROUND UTILITIES & FUEL TANKS
- SOLAR SYSTEMS & ANTENNAS
- SECURITY SYSTEMS
- WELL AND SEPTIC SYSTEMS
- POOLS, HOT TUBS, SPAS
- BUILDER BLUE PRINTS OR PLANS
- ENGINEERED PLANS OR DRAWINGS
- FENCES & SEASONAL ACCESSORIES
- LOW VOLTAGE SYSTEMS
- TELEPHONES, SATELLITE SYSTEMS
- SPRAY FOAM INSULATION
- ELEVATORS
- WOOD, COAL, OR FLUE LINED FIREPLACES OR WOOD STOVES
- ITEMS NOT PERMANENTLY INSTALLED
- HEATING / COOLING SYSTEM DESIGN
- LIFE EXPECTANCY OF COMPONENTS
- CAUSES FOR REPAIR
- METHODS, MATERIALS AND COSTS OF CORRECTIONS
- COMPONENT OR SYSTEM NOT OBSERVED
- INCOMPLETE SITE DRAINAGE AND GRADING

4. THIS INSPECTION AND REPORT IS NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED COMPONENT ITEM OR SYSTEM. THE INSPECTION AND REPORT ARE NOT INTENDED TO REFLECT THE VALUE OF THE PREMISES, NOR TO MAKE ANY REPRESENTATION AS TO THE ADVISABILITY OR INADVISABILITY OF PURCHASE OR THE SUITABILITY FOR USE. THIS INSPECTION IS NOT AN INSURANCE POLICY, AND THERE IS NO GUARANTEE THAT ANY ITEM FOUND ACCEPTABLE WILL REMAIN SO FOR ANY PERIOD OF TIME, NOR THAT ADDITIONAL DEFECTS DO NOT EXIST. THE COMPANY SHALL NOT BE CONSTRUED AS INSURING AGAINST ANY DEFECTS OR DEFICIENCIES NOT CONTAINED IN THE INSPECTION REPORT AND SUBSEQUENTLY DISCOVERED BY CLIENT. I WAIVE ALL CLAIMS AGAINST THE INSPECTOR /COMPANY IN THE ABSENCE OF DELIGENTLY PERFORMING A PRE SETTLEMENT WALK THROUGH OF THE PROPERTY AND FOR THE LACK OF MORE EXTENSIVE INVESTIGATION AND FOLLOW THROUGH WITH A SPECIALIST ON ANY PROBLEMS NOTE

5. The inspector is not required to move construction materials, debris, equipment, insulation, snow, ice, or like materials which may impede access or limit visibility or enter any area or perform any procedures which may damage the property or its components or be dangerous to the home inspector or other persons. Major deficiencies and defects which are latent or concealed are excluded from the inspection. The inspection is not intended to be technically exhaustive. Equipment and systems will not be dismantled. The inspector shall only open readily openable access panels provided by manufacturer for routine homeowner maintenance.

6. STATUE OF LIMITATIONS: THE PARTIES AGREE THAT NO ACTION MAY BE BROUGHT TO RECOVER DAMAGES AGAINST THE COMPANY MORE THAN ONE YEAR AFTER DELIVERY OF THE WRITTEN REPORT TO THE CLIENT. REPORTS WILL NOT BE AVAILABLE ONE YEAR AFTER DELIVERY.

7. Unresolved disputes, claims against the inspector / company for an alleged error, omission, or other act arising out this inspection report, and fail to prove such claim, except one for non-payment of fees shall be binding by arbitration conducted in accordance with the construction industry rules of the American Arbitration Association, except that the parties shall select an arbitrator that is a licensed home inspector with a least 6 year's experience. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as would a court, and shall follow the substantive rules of law. Reasonable attorneys' fees and costs shall be awarded to the prevailing party in any dispute arising under the terms and conditions of this contract and the parties agree that the arbitrator shall be entitled to grant such award.

8. PAYMENT IS DUE UPON COMPLETION OF THE ON-SITE INSPECTION UNLESS OTHER ARRANGEMENTS ARE AGREED TO. A CREDIT CARD NUMBER IS NEEDED ON FILE. ALL CREDIT CARD PAYMENTS REQUIRE A (.3%) PROCESSING FEE. IN ANY EVENT THE FEE IS DUE WITHIN 30 DAYS AFTER THE DAY OF THE INSPECTION UNLESS PREVIOUSLY ARRANGED. IF FOR ANY REASON THE CLIENT DOES NOT PURCHASE THE SUBJECT PROPERTY, PAYMENT IS DUE IMMEDIATELY, AND THE CIENT GIVES "THE COMPANY" PERMISSION TO CHARGE THE CREDIT CARD ON FILE WITH AN ADDITIONAL (.3%) PROCESSING FEE. ANY LATE PAYMENT IS SUBJECT TO A \$25.00 FEE FOR THE FIRST 30 DAYS AND \$50.00 AT 45 DAYS. PLEASE BE ADVISED ANY FEE FOR SERVICES RENDERED ARE PAYABLE TO "THE COMPANY" WHETHER THE CLIENT PURCHASED THE PROPERTY OR NOT. ALL LEGAL AND TIME EXPENSES INCURRED IN COLLECTING DUE PAYMENTS, RETURNED CHECKS, OR UNACCEPTED CREDIT PAYMENTS WILL BE PAID BY THE PURCHASER OF THE SERVICE. **INSPECTION CANCELLATION FEE WITH LESS THAN 48 HOURS NOTICE IS (\$150.00) AND WILL BE PAID BY THE UNDERSIGNED. IF "THE COMPANY" VISTS A SCHEDULED INSPECTION PROPERTY AND CANNOT COMPLETE THE INSPECTION FOR ANY REASON, AND HAS TO RETURN TO COMPLETE OR RE-INSPECT REQUIRES ANOTHER \$75.00 ON TOP OF THE ORIGINAL FEE. CLIENT(S) INITIALS _____**

This Agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties, and their heirs, executors, administrators, successors and assigns.

AUTHORIZATION TO DISCLOSE ANY TYPE OF INSPECTION
OR ALL ITEMS IN THE REPORT:
(PLEASE INITIAL ONE) YES _____ NO _____ PRE-DRYWALL (INITIAL) _____

THE ABOVE IS UNDERSTOOD AND AGREED TO: OTHER TYPE _____

INSPECTION FEE TOTAL: \$ _____

CLIENT OR REPRESENTATIVE DATE

PRINT NAME REPRESENTATIVE: DATE

6805 Sweetfield Drive Huntersville, NC 28078 PH: 704.728.9610 FAX: 1.866.212.2340