

TRI-COUNTY INSPECTION & Consulting Services “The Company”



INSPECTION AGREEMENT AND CONTRACT

This Home Inspection Agreement Contains a Limit of Liability & Arbitration Clause, Please Read Carefully.

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 conditions existing at the time of the inspection only. The inspection only includes structural and mechanical components and systems are specifically identified as follows:

- | | | | |
|--|---|--|--|
| <ul style="list-style-type: none"> • STRUCTURAL • FOUNDATION • FLOORS, WALLS, CEILINGS, ROOF • ATTICS, CRAWLSPACE, BASEMENT • EXTERIOR | <ul style="list-style-type: none"> • CLADDINGS, FLASHING, TRIM • DRIVEWAYS, WALKWAYS • GARAGE, DECKS, PORCHES, PATIOS • SITE GRADING & DRAINAGE • ROOFING, GUTTERS, DOWNSPOUTS | <ul style="list-style-type: none"> • SKYLIGHTS, CHIMNEYS • PLUMBING* • ELECTRICAL* • SMOKE DETECTORS* • HEATING* | <ul style="list-style-type: none"> • CENTRAL AIR CONDITIONING * • INTERIORS • INSULATION & VENTILATION • BULTIN KITCHEN APPLIANCES* • VENTILATION FANS* |
|--|---|--|--|

*MECHANICAL ITEMS ONLY

2. The home inspection and report will be performed in accordance with the standards of practice of the North Carolina Home Inspector License Board, and/or South Carolina Standards of Practice and Code of Ethics. 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:

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> • DETACHED BUILDINGS • UNDERGROUND UTILITIES & FUEL TANKS • SOLAR SYSTEMS & ANTENNAS • PERSONAL PROPERTY • SPRINKLER SYSTEMS • THERMOSTATS OR TIMERS • POOLS, HOT TUBS, SPAS • SECURITY SYSTEMS • WATER PURIFICATION ITEMS • WINDOW TREATMENTS AND FAILED HERMETIC WINDOW SEALS | <ul style="list-style-type: none"> • RECREATIONAL EQUIPMENT • FENCES & SEASONAL ACCESSORIES • COSMETIC ITEMS • LOW VOLTAGE SYSTEMS • TELEPHONES, SATELLITE SYSTEMS • HEAT EXCHANGERS • ELEVATORS • WOOD, COAL, OR GAS BURNING FIREPLACES OR STOVES • IGNITE PILOT LIGHTS • DETERMINE ANY SOLDER TYPES ON GAS LINES | <ul style="list-style-type: none"> • HEATING / COOLING UNIFORMITY / ADEQUACY • WINDOW AIR CONDITIONING UNITS • WELL & SEPTIC SYSTEMS • OPERATE HEATING AND COOLING SYSTEMS WHEN WEATHER DOES NOT PERMIT • LIFE EXPECTANCY OF COMPONENTS • CAUSES FOR REPAIR • METHODS, MATERIALS AND COSTS OF CORRECTIONS • COMPONENT OR SYSTEM NOT OBSERVED • ITEMS NOT PERMANENTLY INSTALLED • OPERATE SYSTEM / COMPONENT SHUTDOWN |
|--|--|--|

Some of the above items may be included in the inspection for additional fees.

This Home Inspection, according to the NCHILB SOP, shall provide the Client with a better understanding of the Property's condition as observed at the time of the Home Inspection. The Client acknowledges that the following is a brief list of items that are beyond the scope of the Home Inspection, acknowledges that an additional list is available for review within the NCHILB SOP: building code verification, load bearing alignments. This Home Inspection will be performed to the best of the Home Inspector's ability; however, this does not imply a warranty or a guarantee that the Property or the Home Inspection will be without flaw. The Home Inspector does not guarantee that all defects will be located, recognized, identified, or reported. The Home Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. The inspector is not required to move personal property, debris, furniture, equipment, carpeting, plant life, 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. The Client acknowledges that a Home Inspector cannot identify problems or conditions that are out of view or have been purposefully covered up. 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. The majority of the structure and systems/components of a home are hidden from view. An absolute complete inspection would only be possible through destructive or invasive investigation; if this type of inspection is desired or needed an engineering company specializing in construction defects should be consulted. The owner and the builder have the responsibility of disclosure. It is recommended that the Client directly ask for disclosure related to past occurrences that presented defects, major repairs that have taken place, history of harmful water penetration, and known problems or construction errors prior to purchase. The inspection of a new or vacant home should be considered as incomplete or preliminary until system loads are applied, and a second inspection in 6 to 12 months is recommended. The Client acknowledges that the Home Inspector reserves the right to amend the report to correct typographical or other errors. The inspection report is the property of the home inspector. The report cannot be sold or transferred by the Client. If the Client has reason to believe that there is an omission, typographical error, error or deficiency in the inspection or in the report, he or she must notify the Home Inspector in writing within 30 days of the delivery of the report, and make the property available for re-inspection by the Home Inspector or an expert of the Home Inspector's choice. Repairs or property modification must not be made prior to re-inspection. As described previously, the Home Inspector shall not be held liable for more than the Inspection Fee that was charged even in the event of violation or breach of the contract. The Home Inspector may choose to return the Inspection Fee as a final settlement in the event of a dispute. In the event that the Home Inspector decides not to return the Inspection Fee disputes are to be settled by the arbitration using the arbitrator or law firm of the Home Inspector's choice.

4. Maintenance and other items may be discussed, but they are not a part of the inspection. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. The inspection does not determine the presence or absence or danger from any potentially harmful substances and environmental hazards including, but not limited to radon gas, carcinogens, noise, lead paint, asbestos, urea formaldehyde, toxic or flammable chemicals and water and airborne hazards. Health and other environmental issues are beyond of the scope of the Home Inspection. This exclusion includes but is not limited to: determining the presence or absence of any suspected adverse environmental condition or hazardous substance, including mold, toxins, carcinogens, noise, radon, and contaminants in the building or in soil, water, and air. If the Client has concerns related to the environmental health of the home or the presence of fungal growths such as mold, an industrial hygienist should be consulted to conduct an environmental inspection prior to purchasing the home. Furthermore, the presence or absence of rodents, termites, or other insects/vermin is NOT covered by this inspection. The COMPANY may indicate an item's or system's estimated life expectancy but such estimates are general and actual life/performance may vary widely. Some of these items may be contracted for additional fees. The purpose of the Home Inspection is to provide the Client with a better understanding of the property's condition as observed at the time of the Home Inspection. The Home Inspection is a non-invasive, limited inspection of the home. The home inspection report contains information concerning systems or components found not to function as intended or in need of further evaluation and repair at the time of the home inspection, however, does not predict future conditions or failures. It is the Client's responsibility to read the complete inspection report and follow up with further investigation and repairs prior to the purchase of the home. **The acceptance of the inspection report binds this contract between the home inspector and the client under the guidelines of this contract which limits the inspector's liability to a time period not to exceed one year and the paid inspection fee.**

5. 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 DILIGENTLY 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 NOTED.

6. THE PARTIES AGREE THAT THE MAXIMUM LIABILITY FOR THE COMPANY, ITS EMPLOYEES OR AGENTS IS LIMITED FOR ANY ERRORS AND OMISSIONS IN THIS INSPECTION TO AN AMOUNT NOT TO EXCEED THE FEE PAID FOR THE INSPECTION SERVICE. The CLIENT agrees to notify the COMPANY by telephone and in writing of any item in question and to allow the inspector access to the property to evaluate these items before any corrective action is taken. The CLIENT agrees and understands that any repairs or corrective action taken without consultation with the COMPANY relieves the COMPANY of any and all liability. The Client acknowledges that liability be limited to one year from the inspection date and that the liquidated damages described above shall be the exclusive remedy for said liability. The Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the Property. This aforementioned remedy for damages shall be exclusive even if the Client has been advised of the possibility of other such damages.

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 years' 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. 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.

9. PAYMENT IS DUE UPON COMPLETION OF THE ON-SITE INSPECTION UNLESS OTHER ARRANGEMENTS ARE AGREED TO. PAYMENTS THAT GO TO CLOSING OR ESCROW ARE SUBJECT TO A **\$25.00 ADMINISTRATIVE FEE**. A CREDIT CARD NUMBER IS NEEDED ON FILE. ALL CREDIT CARD PAYMENTS REQUIRE A (0.03%) 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 CLIENT GIVES "THE COMPANY" PERMISSION TO CHARGE THE CREDIT CARD ON FILE WITH AN ADDITIONAL (0.03%) 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" VISITS 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
 OR ALL ITEMS IN THE REPORT:
 (PLEASE INITIAL ONE) YES _____ NO _____

TYPE OF INSPECTION

- STRUCTURAL
- MECHANICAL
- OTHER TYPE _____

THE ABOVE IS UNDERSTOOD AND AGREED TO:

 CLIENT OR REPRESENTATIVE DATE

INSPECTION FEE TOTAL: \$ _____

 PRINT NAME

 CLIENT OR REPRESENTATIVE: Jeff Baker DATE

3296 DENALI COURT GASTONIA NC 28054-0001

PH: 704.728.9610

FAX: 1.866.212.2340