

Carolina Homechek, Inc.

4239 Glen Haven Dr Concord, NC 28027

704-619-2451

Fax: 704-788-2667

Home Inspection Contract

Please read carefully

Contract contains limit of Liability and Arbitration clauses

Property address: _____ (hereinafter HOME)

Client(s): _____ (hereinafter CLIENT)

Inspection fee: \$ _____ Inspection date (on or about): _____

CLIENT has contracted with Carolina Homechek, Inc. (hereinafter INSPECTOR), collectively referred to herein as "the parties." to provide a limited visual inspection of the property at HOME for the above listed fee. Approximate total square footage of HOME is _____.

The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the State of North Carolina Home Inspector Licensure Board (NCHILB) posted at <http://www.ncdoi.com/OSFM/Engineering/HILB/Documents/BoardRules.pdf> and the National Association of Certified Home Inspectors (NACHI) posted at <http://www.nachi.org/sop.htm>. Inspections done in accordance with these Standards are visual and are not technically exhaustive. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. INSPECTOR will inspect and report on the following Components: Structural Components, Exterior, Roofing, Plumbing, Electrical, Heating, Air conditioning, Interiors, Insulation and ventilation and Built-in kitchen appliances. The following Components are excluded from this inspection: _____.

3. The inspection and report are performed and prepared for the use of CLIENT. INSPECTOR will not discuss observations with real estate agents, owners, repairpersons, and other interested parties unless authorized by CLIENT via Report Release Authorization below. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

5. INSPECTOR does not perform engineering, architectural, plumbing, electrical or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place. INSPECTOR is qualified and allowed by local and state jurisdiction to go beyond the scope of the basic home inspection and perform additional tests and inspections such as but not limited to radon tests, water analysis and oil tank water contamination tests. CLIENT may request, for an additional fee, INSPECTOR to perform any of the additional services. Any agreement for such additional services shall be noted here:

Radon Water analysis Oil tank water contamination Additional services cost: \$ _____

6. INSPECTOR may have an affiliation with third-party service providers ("TPSP") in order to offer value-added services to its Clients. By signing this agreement you authorize our third party service providers to call you at the numbers you have provided to discuss special service offers. To decline authorization, initial here _____.

7. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery (limited to non-hidden defects found within 90 days from date of inspection), and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

8. If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by CAMS before resorting to arbitration. Any unresolved controversy or claim arising from or relating to this contract or breach thereof shall be settled by arbitration administered by CAMS (www.buildingdisputes.net) in accordance with its' Home Inspection Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All parties to the dispute agree, the same neutral shall serve as both mediator and arbitrator. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

9. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. 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 assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

10. Payment of the fee to INSPECTOR is due upon completion of the on-site inspection unless other arrangements are made. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

11. Any subsequent re-inspection of HOME is included under the terms of this contract and is limited to items on the original report summary that have been negotiated for repair between the buyer and seller. Water intrusion items and those noted as needing licensed contractors or specialists will not be determined and should be warranted by the contractor, specialist or seller.. No warranty express or implied, is given by INSPECTOR for any repairs.

BY SIGNING BELOW, CLIENT HAS CAREFULLY READ THE FOREGOING AND AGREES TO IT. INSPECTOR may provide CLIENT copy of agreement by attaching to the inspection report..

Client(s) Print (by _____ agent)
Realtor's signature if signing for Client

Client(s) Signature Date
Van Durrett
Carolina Homechek, Inc
NCHI License # 2529

Date

Client home/mailling address

Client email address (Needed to receive ID and PW to access report) Client Phone Number

REPORT RELEASE AUTHORIZATION

The subsequent report on the HOME is the property of the CLIENT. Carolina Homechek will not release the report to other parties unless requested to do so by the CLIENT. I authorize Carolina Homechek to release the report to the following parties:

Seller Seller's Realtor Client's Realtor Attorney Other _____

Client Print

Client Sign Date