

Carolina Homechek, Inc.

4239 Glen Haven Dr Concord, NC 28027

704-619-2451

Fax: 704-788-2667

Home Inspection Contract

Please read carefully

This contract covers a limited visual inspection of the property located at the following address (hereinafter HOME):

_____.

_____ (hereinafter CLIENT) has contracted with Carolina Homechek, Inc. (hereinafter INSPECTOR), collectively referred to herein as "the parties." to provide a limited visual inspection of the HOME for a fee of \$_____ on or about _____, 2010. 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>. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.

3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. 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 tests or inspections. Any agreement for such additional inspections shall be in a separate writing or noted here: _____

6. INSPECTOR may have an affiliation with third-party service providers ("TPSP") in order to offer value-added

