

Guy's Home Inspection Services

INSPECTION AGREEMENT **Date:**

(This is a legally binding contract - please read carefully.)

CLIENT(S):

INSPECTION ADDRESS:

Guy's Home Inspection Services (a division of JRG Builders Inc), herein after known as "INSPECTOR", agrees to conduct a visual inspection of the above named property; and to provide above named "CLIENT" with a written report identifying in writing any systems or components which do not function as intended (normal wear and tear excepted), adversely affect the habitability of the property, and/or need further evaluation over time or by a specialist.

- 1) This inspection includes the main dwelling only and will be of readily accessible areas thereof and is limited to visual observations of apparent conditions existing at the time of the inspection only and is not technically exhaustive. The inspection only includes systems listed below:

ROOFING
PLUMBING
ATTIC

EXTERIOR
ELECTRICAL
INTERIOR

FOUNDATION
HEATING
BUILT-IN APPLIANCES

STRUCTURAL COMPONENTS
CENTRAL AIR CONDITIONING
INSULATION AND VENTILATION

Comments by INSPECTOR about systems, items, and conditions exempted from the inspection herein or in the Standards are informal only and DO NOT indicate an inspection.

- 2) The home inspection and report will be conducted in accordance with the Standards of Practice and Code of Ethics of both the North Carolina Home Inspector Licensure Board (NCHILB) and the American Society of Home Inspectors (ASHI). The report will be provided to the client in three business days or less. (Copies of the Standards, Codes of Ethics, and Report Forms are available for CLIENT's review).
- 3) The inspection is subject to the limitations noted in the report and in the N.C. Standards. Latent and concealed defects and deficiencies are excluded from the inspection.
- 4) The inspection and report are conducted and prepared for the sole, confidential, and exclusive use and possession of the CLIENT. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. In the event that any party other than the CLIENT makes any claim against the INSPECTOR arising out of this inspection, the CLIENT agrees to indemnify, defend, and hold harmless INSPECTOR from any and all damages, expenses, costs, and attorney fees arising from such a claim.
- 5) Any cost estimates or system service life estimates provided by the INSPECTOR are general averages for the area. Actual costs or actual system performance may vary widely. INSPECTOR is not required to provide such estimates; however if INSPECTOR chooses to do so, **CLIENT agrees that these estimates will not be used to determine compliance with a "Cost of Repair Contingency" clause in a real estate purchase contract.**
- 6) INSPECTOR is not required to:
- (a) Enter any area or perform any procedure which may damage the property or its contents; or be dangerous to the inspector or others.
 - (b) Turn on utilities or operate systems which are shut down or do not respond to normal operating controls.
 - (c) Dismantle equipment beyond normal, consumer accessible panels.
 - (d) Move insulation, debris, personal property, plant life, ice, snow, or soil which obstructs access or visibility.
 - (e) Determine compliance or non-compliance with codes, ordinances, statutes, manufacturer's specifications, recalls, or regulatory requirements and/or restrictions.
 - (f) Determine the presence or absence of pests including but not limited to rodents, insects, birds, and wood destroying insects.
 - (g) Determine the presence or absence of any suspect, adverse environmental condition or hazardous substance including but not limited to molds, fungi, toxins, carcinogens, contaminants, and noise.
 - (h) Comment on the market value, advisability of purchase, or suitability for specialized use of the property.
- 7) The inspection and report are not intended to be a warranty, guarantee, or certification of any kind; and INSPECTOR does not insure against any defects or deficiencies subsequently discovered by the CLIENT. CLIENT agrees that if the INSPECTOR is found liable for any loss or damage resulting from the improper or negligent performance of the inspection or the improper or negligent reporting of the conditions of the subject property, the INSPECTOR'S maximum liability shall be limited to twice (two times) the fee paid for basic inspection services to the INSPECTOR for this inspection and this liability shall be exclusive. This limitation of liability specifically covers: damaged property, loss of use of the property, personal injury, loss of profits, consequential damages, special damages, incidental damages, governmental fines and charges, punitive damages, attorney's fees, and court or arbitration costs.
- 8) Any controversy, complaint, or dispute arising out of or related to this agreement is to be: a) Brought within one year of the date of the inspection or be deemed waived and forever barred, and b) Immediately put into writing by CLIENT and presented to INSPECTOR for resolution at least three (3) business days prior to taking any other action, including repair or replacement (emergency conditions excepted). Property is to be made available to INSPECTOR during the three day period for any follow-up inspection or assessment needed by INSPECTOR or his representatives. Failing voluntary resolution between the parties, the issue is to be settled by binding arbitration arranged by the local Better Business Bureau. Cost of such arbitration to be paid by the losing party.
- 9) Payment is based solely on the value of the services provided by INSPECTOR on site and the generation of the report, and is due upon completion of the on-site inspection. If other payment terms are arranged with the INSPECTOR, then it shall be the sole responsibility of the CLIENT to assure that the alternate terms are honored.
- 10) The conditions and limitations of this agreement, as well as the limitations of the inspection report, apply to any follow-up inspections performed by the INSPECTOR at the request of the CLIENT. Only items included on the Inspection Report Summary page(s) will be included in a follow-up inspection. Follow-up inspections are not a guarantee or warranty of work performed by others, and the inspector has no control over the repair persons employed.

This document represents the entire agreement between INSPECTOR and CLIENT and has been read, understood and agreed to by the parties.

FEE FOR INSPECTION SERVICES: \$

Authorization to disclose any or all information obtained from the inspection: **YES:** _____ **NO:** _____

Guy's Home Inspection Services:

CLIENT (or representative):