

CONTRACT - DETAILED HOME INSPECTIONS INC.

P.O. Box 1993, Garner, NC 27529 – (919) 608-3742 – (866) 927-0265 (Fax)

Home Inspection Contract

X Client(s) Name: _____ Property Address: _____
X _____
X Address: _____ Date of Inspection: _____
X _____ Time of Inspection: _____
X Client(s) Phone: _____ X Email: _____

DETAILED HOME INSPECTIONS INC. (DHI INC.) is hereby employed by **Client(s)** to perform a limited visual inspection of apparent conditions in readily accessible areas in and about the structures located at the above address (the "Property") existing at the time of inspection. Generally accepted professional inspection standards and methods will be used. **This home inspection is being performed in accordance with the standards of practice of the North Carolina Home Inspector Licensure Board and a copy of these guidelines is available from that board.** Absolutely no warranties or guarantees are given or implied for any latent or concealed defects. Additionally, any repairs after the inspection may reveal defects that were not accessible at the time of inspection. DHI INC. is not liable for any defects or deficiencies that cannot be reasonably discovered during the limited visual inspection. As part of the inspection of the Property, the inspector will inspect and report on the following areas unless that area has been marked for exclusion from our services:

1. **STRUCTURAL COMPONENTS** - including foundation, floors, walls, columns, ceilings, and roofs. **Excluding:** _____
2. **EXTERIOR OF STRUCTURE** - including wall claddings, entry doors, decks, steps, eaves, driveways, and a representative number of windows. **Excluding:** _____
3. **ROOFING** - including roof coverings, roof drainage systems, flashing, skylights, and chimneys. **Excluding:** _____
4. **PLUMBING** - including interior water supply and distribution system, interior drain waste and vent system, hot water system, fuel storage and distribution system, and sump pump. **Excluding:** _____
5. **ELECTRICAL** - including service entrance conductors, service equipment, main distribution panels, voltage ratings, a representative number of installed ceiling fans, lighting fixtures, switches and receptacles, ground fault circuit interrupters, and smoke detectors. **Excluding:** _____
6. **HEATING SYSTEM** - including permanently installed heating system and its controls, chimneys, heat distribution system (including fans, pumps, and ducts), and automatic safety controls, but excluding an exhaustive evaluation of the furnace heat exchanger. **Excluding:** _____
7. **CENTRAL AIR CONDITIONING** - including normal operating control of the system and the distribution system. **Excluding:** _____
8. **INTERIOR** - including walls, ceilings, floors, steps, a representative number of cabinets and a representative number of doors and windows. **Excluding:** _____
9. **INSULATION AND VENTILATION** - including insulation vapor barriers, ventilation of attic and foundation, kitchen, bathroom, and laundry venting systems, and the operation of any readily accessible attic ventilation fan when temperature permits. **Excluding:** _____
10. **BUILT-IN KITCHEN APPLIANCES** - including the observation and operation of dishwasher, range, trash compactor, garbage disposal, ventilation equipment, permanently installed oven and microwave oven. **Excluding:** _____

The price for this inspection with the exclusions identified above shall be \$_____. The price of a re-inspection, if and only if requested, shall be \$_____. See Page 2 for comments about a re-inspection. **PAYMENT** is due upon full completion of this inspection or within 30 days at the real estate closing. Payment may be made by cash, check, VISA or MasterCard. A \$40.00 fee will be added to all accrued fees for all returned checks. Payment of all inspection fees is not contingent upon the closing of loan proceeding for the above property. Payments not received with 30 days of inspection will be subject to addition of interest fees.

Original Contract will have an area for signatures by the client and DHI Inc. representative.

EXCLUSIONS and LIMITATIONS: The parties acknowledge and agree that this inspection is limited to visual observation of apparent conditions existing at the time of the inspection only. This inspection is not intended to provide the purchaser with information regarding the advisability of this purchase, the market value of the property, the compliance or non-compliance with codes, ordinances, and statutes, the suitability of this property for specialized use, the life expectancy of any component or system in the property, the presence or absence of pest or insects including wood-destroying pests and fungi, the presence or absence of cosmetic or underground items, or items that are not permanently installed. This inspection does not address pools, saunas or spas. This inspection does not include any detached buildings unless negotiated with an additional fee under a different agreement. Reference is specifically made to the Standards of Practice and Code of Ethics of the North Carolina Home Inspector Licensing Board for a comprehensive listing of those items which are not required and, unless specifically included, will not be part of this inspection.

This inspection does not address and is not intended to address the possible presence of any danger from any potentially harmful substance and environmental hazards, including but not limited to carbon monoxide, radon gas, lead paint, asbestos, urea formaldehyde (UFFI), toxic or chemical analysis, airborne hazards, mold, polluted water, or underground tanks. Further, DHI INC. is not responsible for any misleading information provided by seller or for any matter concealed or hidden from the inspector.

NOTICE OF CLAIM: Should the Client(s) believe that DHI INC. is liable for any issues arising out of this inspection then Client(s) shall communicate said issues in writing to DHI INC. within thirty (30) days of the date of inspection. The Client(s) agree to wait thirty (30) days before taking any action upon the inspector's license or taking any other legal action.

ARBITRATION: If the issues cannot be resolved between the parties, upon written notice by the Client(s) or DHI INC., the Client(s) have thirty (30) days to request arbitration and failure to make this request constitutes a waiver of any and all claims against the inspector or DHI INC. Both parties agree to submit the dispute to binding arbitration in the State of North Carolina in accordance of the rules of the American Arbitration Association. Arbitration is to be conducted by an arbitrator who is a full-time building inspector with a minimum of six (6) years experience as a building inspector. The inspection will be judged in accordance with the NC Standards of Practice and Code of Ethics.

ACKNOWLEDGMENT:

X _____/_____ This inspection is performed for the sole, confidential and exclusive use and possession of the Client(s). Neither the contents of this report nor any representation made herein are assignable without the express written permission of DHI INC. and any reliance thereon by any party other than the Client(s) named above is prohibited. Notwithstanding the foregoing, if the Client(s) are prospective purchasers of the Property, then it is understood and agreed that copies of the DHI, INC.'s inspection report may be provided to the owner/seller and to the respective realtors, attorneys, contractors and other agents of Client(s) and owner/seller. DHI INC. is only allowed to discuss the inspection and report with the client and anyone listed: _____

X _____/_____ This inspection and report are not intended to be used as a guaranty or warranty, expressed or implied, regarding the adequacy, performance or condition of any inspected structure, item or system and any visual problems observed should be verified with the appropriate contractor, electrician, plumber, or skilled professional for cost estimates and code compliance.

LIMIT OF LIABILITY: It is understood and agreed that should DHI INC. and/or its agents or employees be found liable for any loss or damages resulting from a failure to perform any of its obligation, including but not limited to negligence, breach of contract or otherwise, **the liability of DHI INC. and/or its agents or employees shall be limited to a sum equal to the amount of the fee paid by the Client(s) for this inspection and report. Any legal action must be brought within one year from the date of the inspection. Failure to bring said actions within one year of the date of the inspection is a full and complete waiver of any rights, actions or causes of action that may have arisen out of or related to the inspection and/or agreement. This time period may be shorter than otherwise provided for by law.**

RE-INSPECTION FOLLOWING REPAIRS: If DHI INC. is asked by the Client to perform a re-inspection of the property, it is understood and agreed that such re-inspection is not the same as the original home inspection and does not take the place of the Client doing their own pre-closing walk through of the property. A re-inspection is solely for the purpose of reviewing the items requested for repair by the Clients and agreed upon by the Seller and is limited to only those items. In no way does any repair alter the original home inspection. All repairs are the responsibility of the party performing the repairs and should be done by a qualified, licensed contractor since they are responsible for the work done. It is recommended that clients obtain receipts, documentation and warranty documents from the contractor to confirm that the work was completed and explain the extent of the warranty. New repairs should be monitored over a period of time to determine their adequacy and, if a problem develops, there still may be recourse against the contractor since many contractors will provide a one year warranty for defects in materials and workmanship. All conditions described under the payment section above apply to the re-inspection fee.

AGREEMENT: This contract represents the entire agreement between DETAILED HOME INSPECTIONS INC. and the Client(s). If any provision of the contract is found invalid, that provision is severable. Should any provision of this contract be found unenforceable, all other valid provisions shall remain enforceable as stated herein. DHI INC. is not responsible for the repair, replacement or alteration of any item within or upon the inspected Property. DHI, INC. and the Client(s) acknowledge that they have read and understand the extent and limitations of this contract and agree to all of the limitations, terms and exclusions contained within this contract.