



## Home Inspection Contract

**PLEASE SIGN AND RETURN THIS CONTRACT  
on/or BEFORE INSPECTION DATE**

Home Inspection Report Number: 1

**Inspection Fee:**

**Inspection Site:** Your House, Your Town, North Carolina 27405

**Client Name:** Mr. Happy Customer

**Client Address:** 123 Anywhere Street, My Town, North Carolina 27405

**Inspection Date:** Monday, June 8, 2015

The home inspection will be performed in accordance with the Standards of Practice of the North Carolina Home Inspector Licensure Board (NCHILB SOP). Please visit the North Carolina Home Inspector Licensure Board web site at [http://www.ncdoi.com/OSFM/Engineering\\_and\\_Codes/HILB.aspx](http://www.ncdoi.com/OSFM/Engineering_and_Codes/HILB.aspx) to obtain a copy of this standard.

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. This Home Inspection will be performed to the best of 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 Client acknowledges that the liability of the Home Inspector, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the home 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 Home Inspector for the Home Inspection (Inspection Fee). The Client acknowledges that liability be limited to one year 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.

The Client acknowledges that the following is a brief list of items that are beyond the scope of the Home Inspection, acknowledges that a complete list is available for review within the NCHILB SOP: building code verification, load bearing alignments, heating and air conditioning sizing, energy efficiency, suitability for intended use, detached building, wood burning inserts stoves, water softening systems, wells, septic systems, floor /wall coverings, conditions of materials covered during remodeling or upgrades, cosmetic defects, paint conditions, lead paint, pet odors, mold, mildew, rodents, bats, insects, sanitary conditions, abandoned wells, abandoned fuel storage, window air conditioning units, central vacuum systems, spas, saunas, playground equipment, sprinkler systems, underground utilities such as electrical and plumbing, antennae, tool sheds, phone lines, cable lines, irrigation systems, portable heating or cooling equipment, chimney flue liners, washing machine drains, intercom systems, alarm systems, surface chips/scratches to plumbing fixtures, and driveway surfaces.

The Client acknowledges that a Home Inspector cannot identify problems or conditions that are out of view or have been purposefully covered up. The Home Inspection does not include lifting carpets, looking behind vinyl or other siding materials, removing ceiling panels, removing insulation, removing vapor barriers, moving furniture, moving personal items, disassembling HVAC systems for inspection of heat exchangers, coils, fans, or ducts. Inspectors are not required to report on the following: life expectancy of any component or system; the causes of

the need for a repair; the methods, materials, and costs of corrections; the suitability of the property for any specialized use; compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; the market value of the property or its marketability; the advisability or inadvisability of purchase of the property; any component or system that was not inspected, the presence or absence of pests such as wood damaging organisms, rodents, or insects; or items not permanently installed.

The Client acknowledges that the Home Inspector will not: Enter any area or perform any procedure that may damage the Property or its components or be dangerous to or adversely affect the health or safety of the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the effectiveness of any system installed to control or remove suspected hazardous substances; Predict future condition, including failure of components; Project operating costs of components; Inspect special equipment or accessories that are not listed as components to be inspected in the SOP; Disturb insulation, except as required in Rule .1114 of the NCHILB SOP when hazardous conditions are not present.

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.

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. 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 to 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.

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 report contains information concerning systems or components found not to function as intended or in need of further evaluation and repair. 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.

Inspector's Name: Barry Johnson, NC Home Inspector # 3531

Inspector's Signature: 

Client's Name: Mr. Happy Customer

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_