

Pre-Inspection Agreement

THIS IS A LEGALLY BINDING CONTRACT AND CONTAINS AN ARBITRATION CLAUSE

PLEASE READ IT CAREFULLY

CLIENT:
ADDRESS:
CITY, STATE, ZIP:

5/10/01

I/We (Client) request a limited visual inspection of the structure located at _____.
To be conducted by JOHN DOE Home Inspection Services. (Inspector), for My/Our sole use and benefit. I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are bound by all the terms of this contract.

Initial Here _____

I/We Further warrant that I will read the entire inspection report when I/We receive it and promptly call the inspector with any questions I/We may have.

SCOPE OF INSPECTION

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any systems or components listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with the standards of practice of the North Carolina Home Inspection Licensure Board, a copy of which is available upon request. The scope of the inspection is limited to the items listed within the report pages.

OUTSIDE THE SCOPE OF THE INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection.

The inspection does not include any destructive testing or dismantling. Client agrees to assume all risk for all conditions which are concealed from view at the time of the inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION:

- Building code, or zoning ordinance violations.
- Geological stability or soils conditions.
- Structural stability of engineering analysis.
- Termites, pests, or other wood destroying organisms.
- Asbestos, radon, formaldehyde, lead, water / air quality, electromagnetic radiation or any environmental hazards.
- Building value appraisal or cost estimates
- Condition of detached buildings or recreational facilities.
- Pools or spas bodies and underground piping.
- Specific Components noted as being excluded on the individual system inspection forms.
- Private water or private sewage systems.
- Saunas, steam baths, or fixtures and equipment.
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls.
- Water Softener / purifier systems or solar heating systems.
- Furnace heat exchangers, freestanding appliances, security alarms or personal property.
- Adequacy or efficiency of any system or component.
- Prediction of life expectancy of any item.

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, client must do so at client's expense.

I HAVE READ AND AGREE TO THE ABOVE SCOPE OF INSPECTION.

Initial Here _____

Arbitration: Any disputes, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of. from or related to the inspection or inspection reports shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the arbitrator appointed thereunder shall be final and binding and the judgment on the award may be entered in any Court of competent jurisdiction.

USE BY OTHERS: Client promises inspector that client has requested this inspection for Client's own use only and will not disclose any part of the inspection report to any other person with these exceptions ONLY: one copy may be provided to the real estate agent representing client, and/or a bank or other lender for the use in Client's transaction only.

SEVERABILITY: Client and inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or enforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Structure, as limited herein above, shall be made in writing and reported to the inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or client's agents, employees or independent contractors, will make no alteration, modification or repairs to the claimed discrepancy prior to a reinspection by the inspector. Client understands and agrees that any failure to notify the inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

LIQUIDATED DAMAGES

To the extent allowed by law it is understood and agreed by and between the parties hereto that the INSPECTOR/INSPECTION COMPANY is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by INSPECTOR/INSPECTION COMPANY in the performance of the limited visual inspection and production of a written inspection report as described herein, that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from failure to perform such services and in the case of failure to perform such services, and resulting loss. INSPECTOR/INSPECTION COMPANY'S liability hereunder shall be limited and fixed in an amount equal to the inspection fee paid multiplied by two (2), or to the sum of five hundred dollars (\$500), whichever sum shall be less, as liquidated damages, and not as a penalty, and this liability shall be exclusive.

No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company, or its officers, agents or employees more than one year after the date of the subject inspection. Time is expressly of the essence herein.

The written report to be prepared by inspector shall be considered the final and exclusive findings of the inspector regarding the inspection of the structure. Client shall not rely on any oral statements made by the inspector prior or subsequent to issuance of the written inspection report.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, agents, and representatives of any kind whatsoever.

This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.

I/We have read, understand and agree to all the terms and conditions of this contract and agree to pay the fee listed below.

Signed: _____ Date: _____ Inspection Fee \$ _____

JOHN DOE Home Inspection Services:

By:, as its President

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You are advised to have this Pre-Inspection Agreement reviewed by your attorney before using it.