

Old North State Home Inspections Inc.

6620 Graymont Place
Raleigh, North Carolina 27615
Phone: 919-847-3126 Fax: 919-882-9942

Real Estate Inspection Contract This Is A Legally Binding Contract. Please Read It Carefully

Client(s) Name: _____ Property to be Inspected: _____
E-Mail Address _____
Client(s) Phone: _____ Date of Inspection: _____

Inspection Fee:

Base Inspection Fee \$ _____
Radon Testing \$ _____
TOTAL FEE: \$ _____

Payment Information:

Payment Method: Paid By Check (# _____)

ACKNOWLEDGMENT & EXECUTION

Client(s) (named above) hereby acknowledges that he/she has read, understands and agrees to all the provisions and limitations described herein. Client further warrants that he/she will carefully read upon receipt the entire inspection report prepared by Old North State Home Inspections Inc. ("ONSHII") pursuant to this Agreement and will promptly contact ONSHII with any questions or concerns. Client acknowledges and understands this is a limited visual inspection and not every item(s) in need of repair will be discovered by ONSHII. Client further acknowledges inspection is limited to date and time of inspection and that condition of items inspected can change at any time after inspection.

Client or Representative's	Printed Name	Signature	Date
_____	Printed Name	Signature	Date

Inspector: KENT W. DUKE	_____	_____
License: #1070	Signature	Date

SCOPE OF INSPECTION

ONSHII is hereby employed by Client(s) to perform a limited visual inspection of apparent conditions in readily accessible areas existing at the time of inspection. Generally accepted professional inspection standards and methods shall be used. **This home inspection is being performed in accordance with the Standards of Practice of the North Carolina Home Inspector Licensing Board and a copy of these guidelines is available from said Board.** Additionally, any repairs made after the inspection may reveal defects that are not accessible at the time of inspection. ONSHII is not liable for any defects or deficiencies that cannot be reasonably discovered during the limited visual inspection. As part of your home inspection, the Inspector will inspect and report on the following areas unless that area has been marked for exclusion from our services:

- Structural Components** – including foundation, floors, walls, columns, ceilings and roofs.
- Exterior of Structure** – including wall claddings, entryway doors, decks, steps, eaves, driveways and a representative number of windows.
- Roofing** – including roof coverings, roof drainage systems, flashing, skylights and chimneys. (ONSHII does not walk on roofing)
- Plumbing** – including interior water supply and distribution system, interior drains, waste and vent system, and hot water system.
- 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 interrupters, and smoke detectors.
- System Heating** – including permanently installed heating system and its controls, chimneys, heat distribution system, including fans, pumps and ducts and automatic safety controls.
- Central Air Conditioning** – including normal operation control of the central air conditioning system and the distribution system.
- Interior** – including walls, ceilings, floors, steps, and a representative number of windows, doors and cabinets.
- Insulation and Ventilation** – including insulation vapor barriers, ventilation of attic and foundation, kitchen, bathrooms and laundry venting system and the operation of any readily accessible attic ventilation fans where temperature permits.
- Built-in Kitchen Appliances** – including the observation and operation of dishwasher, range, trash compactor, garbage disposal, ventilation equipment, permanently installed oven and microwave oven.

EXCLUSIONS: _____

Inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any building craft or trade. If Inspector recommends that Client(s) consult with specialized experts to further assess the condition of certain systems, structures or components, Client(s) hereby accepts full responsibility for following Inspector's recommendations. Client(s) further agrees to hold Inspector harmless in the event Client(s) fails to follow Inspector's recommendations.

(TERMS AND CONDITIONS CONTINUED ON REVERSE)

Outside the Scope of the Inspection: The inspection excludes any system, structure, or component which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings and/or any other items which restrict the Inspector's ability to access the condition or functionality of the system, structure or component. The inspection does not involve the dismantling of any system, structure, or component, or include an intrusive or destructive examination, test or analysis.

This inspection specifically EXCLUDES the operation, examination, evaluation or analysis of the following systems, structures, or components unless specifically agreed upon in writing:

- Detached buildings (except primary parking structures).
- Technically complex systems or devices such as self-cleaning ovens, furnace heat exchangers, radiant heating or components, alarm systems, fire detection systems, solar systems, air quality control systems, elevators and dumbwaiters, satellite dishes.
- Systems, structures or components which are not permanently installed.
- Common areas, or systems, structures or components thereof including, but not limited to, those of a common interest development as may be defined by state law.
- Low voltage electrical systems, including, but not limited to: antennas, cable or satellite dish systems, security systems, telephones, speaker systems, remote controls, radio controls, timers, intercom, computers, irrigation systems, landscape lighting, photo-electric or motion sensing devices, or other similar electrical systems or devices.
- Private water or private sewage systems and related equipment and underground piping, including, but not limited to: wells, water pumps, water softener systems, water purification systems, septic tanks and sewage pumps.
- Swimming pools (including flat work or hardscape around pools), hot tubs, spas, waterfalls, ponds, fountains, saunas, steam baths, or similar fixtures and related equipment and underground piping.
- Underground drainage systems installed at gutter downspouts, around pools or sub-surface foundation or yard drainage systems.
- Systems, structures or components specifically excluded in the inspection report.

The inspection specifically EXCLUDES the following services:

- Determining compliance with installation guidelines, manufacturers' specifications, building codes, ordinances, regulations, covenants, or other restrictions, including local interpretations thereof.
- Obtaining or reviewing information from any third parties including, but not limited to: government agencies (such as building permits), component or systems manufacturers (including product defects, recalls or similar notices), contractors, managers, sellers, occupants, neighbors, consultants, homeowner or similar associations, attorneys, agents or brokers.
- Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying or soils-related examinations, evaluations or analysis.
- Examination, evaluation or analysis of conditions related to animals, rodents, insects, wood-destroying insects, organisms, mold, mildew, or the damage caused thereby including areas hidden by insulation, floor, ceiling, wall or other building material coverings.
- Determining the existence of, or the examination or analysis of, any environmental hazards or conditions, including but not limited to: asbestos, radon gas, formaldehyde, lead, water quality, air quality, electromagnetic radiation, PCBs or other toxic, reactive, combustible or corrosive contaminants, or wildfire, geologic or flood conditions.
- Examination, evaluation or analysis of fire-resistant qualities of any system, structure or component of the building.
- Examination, evaluation or analysis of any acoustical or other nuisance characteristics relating in any way to the building, building complex adjoining properties or neighborhood.
- Examination, evaluation or analysis of any system, structure, or component as to its adequacy, efficiency, durability, remaining useful life, costs to repair, replace or operate, fair market value, marketability, quality or advisability of purchase of any systems, structure or components.

Preventive maintenance tips and other suggestions may be recommended by the Inspector but are not to be considered an integral part of the inspection or inspection report.

THE INSPECTION IS A LIMITED VISUAL INSPECTION OF THE PROPERTY. Neither the inspector nor the inspection report shall constitute a guarantee, insurance policy, warranty, expressed or implied, or substitute for any real estate transfer disclosure required by law

regarding the adequacy, performance or condition of any inspected structure, item or system. Further, any visual problems observed should be verified with the appropriate general contractor, electrician, plumber, or other skilled professional for cost estimates and code compliance.

CONFIDENTIALITY OF INSPECTION REPORT: The inspection report will be for Client(s)' sole information and benefit and may not be used or relied upon by any other person without the prior written consent of ONSHII. Client(s) agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Notwithstanding the foregoing, if the inspection is being performed pursuant to the sale, exchange or transfer of the property being inspected, Client(s) and ONSHII hereby expressly consent to providing copies of the inspection report to the principals in the transaction and to any agent representing a principal in the transaction. However, Client(s) and ONSHII do not in any way intend for any party other than Client(s) to benefit, directly or indirectly, from this Agreement, the inspection or the inspection report. Client(S) Agrees To Indemnify, Defend And Hold ONSHII Harmless From Any Third Party Claims Arising Out Of Client(S)' or Clients Representatives' Unauthorized Distribution Of The Inspection Report.

DISPUTE RESOLUTION: In the event a dispute arises between Client(s) (or any authorized person purporting to rely on the inspection) and ONSHII concerning the inspection, Client(s) shall, prior to any repair, alteration or replacement, notify ONSHII in writing within fourteen (14) days of discovery and permit ONSHII or ONSHII's designated representative to re-inspect the condition(s) giving rise to the dispute. Client agrees to hold ONSHII harmless from any claims relating to the conditions that are repaired, altered or replaced without first allowing ONSHII or ONSHII'S designated representative to reinspect the condition(s) giving rise to the dispute. Client understands and agrees that any failure to notify ONSHII as stated above shall constitute a waiver of any and all claims Client may have against ONSHII.

ARBITRATION: Client(s) and ONSHII warrant that they will attempt to settle any and all disputes by direct, good faith discussions. Any unresolved dispute concerning the interpretation of this agreement or arising from the inspection and report, except disputes relating to the amount or payment of the inspection fee shall be submitted for 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 judgement on the Award may be entered in any court of competent jurisdiction. The inspection will be judged in accordance with the North Carolina Standards of Practice and Code of Ethics.

ATTORNEY'S FEES: The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorneys fees, arbitrator fees and other related costs.

SEVERABILITY: Should a court find any part of this agreement disagreeable, the remaining provisions remain in full force and effect

BINDING ON OTHER PARTIES: This agreement is binding on anyone connected with this transaction, including spouses, parents, children, heirs, executors, administrators, successors, assigns and representatives of any kind whether or not they are a signatory.

LIMIT OF LIABILITY: It is understood that should ONSHII and/or its agents or employees be found liable for any loss or damages resulting from a failure to perform any of its obligations, including but not limited to negligence, error or omission, breach of contract or otherwise, then the liability of ONSHII and/or its agents or employees shall be limited to a sum equal to two (2) times the amount of the fee paid by the Client for this inspection and report. Notwithstanding anything to the contrary in this Agreement, no claim of any sort may be brought against ONSHII more than one year after the date of the inspection.

Clients' initials _____