

TRI-COUNTY INSPECTION

Consulting Services
6805 Sweetfield Road
Huntersville, NC 28075
(704) 545-5364
the "COMPANY"

INSPECTION AGREEMENT AND CONTRACT

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Property Location

THIS AGREEMENT made this day of _____ by and between Tri-County Inspection (hereafter called the "COMPANY" and _____ (hereafter called the "CLIENT").

THE PARTIES AGREE AS FOLLOWS:

1. The COMPANY agrees to perform a visual inspection of the subject property and to provide the client with a written inspection report identifying the major deficiencies. This inspection will be of readily accessible areas of the house and is limited to visual observations of apparent condition existing at the time of the inspection only. The inspection only includes structural and mechanical components and systems and specifically identified as follows:

- | | | | |
|---------------------------------|----------------------------------|-----------------------|-------------------------------|
| • STRUCTURAL | • CLADDINGS, FLASHING, TRIM | • SKYLIGHTS, CHIMNEYS | • CENTRAL AIR CONDITIONING* |
| • FOUNDATION | • DRIVEWAYS, WALKWAYS | • PLUMBING* | • INTERIORS |
| • FLOORS, WALLS, CEILINGS, ROOF | • GARAGE, DECKS, PORCHES, PATIOS | • ELECTRICAL* | • INSULATION & VENTILATION |
| • ATTICS, CRAWLSPACE, BASEMENT | • SITE GRADING & DRAINAGE | • SMOKE DETECTORS* | • BUILTIN KITCHEN APPLIANCES* |
| • EXTERIOR | • ROOFING, GUTTERS, DOWNSPOUTS | • HEATING* | • VENTILATION FANS* |

*MECHANICAL ITEMS ONLY

2. The home inspection and report will be performed in accordance with the standards of practice of the North Carolina Home Inspector License Board. The inspection is applicable to buildings with four or less dwelling units, and individually owned residential units within multi-family buildings and their attached garages and carports. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of the CLIENT, or designated representative. The COMPANY accepts no responsibility for use or misinterpretation by third parties. This contract and inspection are subject to the limitations noted in the report and the exclusions noted in the above standards. Opinions expressed by the inspection will be based on the inspector's education, experience and honest convictions. The COMPANY will not disclose any information concerning the results of the inspection without the approval of the CLIENT or their designate representative. The written inspection report will be delivered to the CLIENT within three business days after the inspection is performed.

3. Items and systems NOT included in the inspection are as follows:

- | | | |
|--------------------------------------|---------------------------------|--|
| • DETACHED BUILDINGS | • RECREATIONAL EQUIPMENT | • HEATING / COOLING UNIFORMITY / ADEQUACY |
| • UNDERGROUND UTILITIES & FUEL TANKS | • FENCES & SEASONAL ACCESSORIES | • WELL & SEPTIC SYSTEMS |
| • SOLAR SYSTEMS & ANTENNAS | • COSMETIC ITEMS | • OPERATE HEATING AND COOLING SYSTEMS WHEN WEATHER DOES NOT PERMIT |
| • PERSONAL PROPERTY | • LOW VOLTAGE SYSTEMS | • LIFE EXPECTANCY OF COMPONENTS |
| • SPRINKLER SYSTEMS | • TELEPHONES, SATELLITE SYSTEMS | • CAUSES FOR REPAIR |
| • THERMOSTATS OR TIMERS | • HEAT EXCHANGERS | • METHODS, MATERIALS AND COSTS OF CORRECTIONS |
| • POOLS, HOT TUBS, SPAS | • ELEVATORS | • COMPONENT OR SYSTEM NOT OBSERVED |
| • SECURITY SYSTEMS | • WOOD, COAL, OR GAS BURNING | • ITEMS NOT PERMANENTLY INSTALLED |
| • WATER PURIFICATION ITEMS | • FIREPLACES OR STOVES | • OPERATE SYSTEM / COMPONENT SHUTDOWN |
| • WINDOW TREATMENTS | • IGNITE PILOT LIGHTS | |

Some of the above items may be included in the inspection for additional fees.

The inspector is not required to move personal property, debris, furniture, equipment, carpeting, plant life, insulation, snow, ice, or like materials which may impede access or limit visibility or enter any area or perform any procedures which may damage the property or its components or be dangerous to the home inspector or other persons. Major deficiencies and defects which are latent or concealed

are excluded from the inspection. The inspection is not intended to be technically exhaustive. Equipment and systems will not be dismantled. The inspector shall only open readily openable access panels provided by manufacturer for routine homeowner maintenance.

4. Maintenance and other items may be discussed, but they are not a part of the inspection. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. The inspection does not determine the presence or absence or danger from any potentially harmful substances and environmental hazards including but not limited to radon gas, carcinogens, noise, lead paint, asbestos, urea formaldehyde, toxic or flammable chemicals and water and airborne hazards. In addition, the presence or absence of rodents, termites, or other insects/vermin is NOT covered by this inspection. The COMPANY may indicate an item's or system's estimated life expectancy but such estimates are general and actual life/performance may vary widely. Some of these items may be contracted for additional fees.

5. THIS INSPECTION AND REPORT IS NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED COMPONENT ITEM OR SYSTEM. THE INSPECTION AND REPORT ARE NOT INTENDED TO REFLECT THE VALUE OF THE PREMISES, NOR TO MAKE ANY REPRESENTATION AS TO THE ADVISABILITY OR INADVISABILITY OF PURCHASE OR THE SUITABILITY FOR USE. THIS INSPECTION IS NOT AN INSURANCE POLICY, AND THERE IS NO GUARANTEE THAT ANY ITEM FOUND ACCEPTABLE WILL REMAIN SO FOR ANY PERIOD OF TIME, NOR THAT ADDITIONAL DEFECTS DO NOT EXIST. THE COMPANY SHALL NOT BE CONSTRUED AS INSURING AGAINST ANY DEFECTS OR DEFICIENCIES NOT CONTAINED IN THE INSPECTION REPORT AND SUBSEQUENTLY DISCOVERED BY CLIENT.

6. THE PARTIES AGREE THAT THE MAXIMUM LIABILITY FOR THE COMPANY, ITS EMPLOYEES OR AGENTS IS LIMITED TO AN AMOUNT NOT TO EXCEED THE FEE PAID FOR THE INSPECTION SERVICE. The CLIENT agrees to notify the COMPANY by telephone and in writing of any item in question and to allow the inspector access to the property to evaluate these items before any corrective action is taken. The CLIENT agrees and understands that any repairs or corrective action taken without consultation with the COMPANY relieves the COMPANY of any and all liability.

7. Unresolved disputes, except one for non-payment of fees, shall proceed to binding arbitration conducted in accordance with the construction industry rules of the American Arbitration Association, except that the parties shall select arbitrator who is familiar with the real estate inspection profession. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as would a court, and shall follow the substantive rules of law. Reasonable attorneys' fees and costs shall be awarded to the prevailing party in any dispute arising under the terms and conditions of this contract and the parties agree that the arbitrator shall be entitled to grant such award.

8. STATUE OF LIMITATIONS: THE PARTIES AGREE THAT NO ACTION MAY BE BROUGHT TO RECOVER DAMAGES AGAINST THE COMPANY MORE THAN ONE YEAR AFTER DELIVERY OF THE WRITTEN REPORT TO THE CLIENT. REPORTS WILL NOT BE AVAILABLE ONE YEAR AFTER DELIVERY.

9. PAYMENT IS DUE UPON COMPLETION OF THE ON-SITE INSPECTION UNLESS OTHER ARRANGEMENTS ARE AGREED TO. ALL LEGAL AND TIME EXPENSES INCURRED IN COLLECTING DUE PAYMENTS, RETURNED CHECKS, OR UNACCEPTED CREDIT AND PAYMENTS WILL BE PAID BY THE PURCHASER OF THE SERVICE. IN ANY EVENT ALL OF THE FEE IS DUE 60 DAYS AFTER THE DAY OF THE INSPECTION.

This Agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties, and their heirs, executors, administrators, successors and assigns.

AUTHORIZATION TO DISCLOSE ANY OR ALL ITEMS IN THE REPORT: (PLEASE INITIAL ONE) YES _____ NO _____

TYPE OF INSPECTION
 STRUCTURAL
 MECHANICAL
 OTHER TYPE _____

THE ABOVE IS UNDERSTOOD AND AGREED TO:

INSPECTION FEE TOTAL: \$ _____

CLIENT OR REPRESENTATIVE DATE

CLIENT OR REPRESENTATIVE DATE

PRINT NAME