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HOME INSPECTION SERVICES AGREEMENT

This Home Inspection Services Agreement ("Agreement") is effective as of the , between the Client listed below ("Client") and Building Inspectors Group Inc., dba "Raleigh Inspection Service". The parties agree to the following terms:

1. Raleigh Inspection Service will perform an inspection of the home or building identified below (the "Property"). We agree to mail or email the Client an inspection report within three (3) business days of the inspection. The inspection is limited to visual observations of the readily accessible areas, systems and components of the dwelling and the apparent conditions existing at the time of inspection only. Conditions of the Property could change after the time of inspection and some existing conditions may only be observable under different conditions that existed at the time of inspection.
2. The inspection will include, when applicable, accessible and conditions permit: heating systems, central air conditioning, plumbing, electrical, fireplace, installed kitchen appliances, garage, interior, and exterior materials of construction, visible framing components, roof, attic, basement, crawl space, foundation, or as described in the inspection report.
3. The inspection is general in nature and is not technically exhaustive. The purpose of the inspection is to determine whether a system is working properly. We are not responsible for determining all that may be wrong with a system or the steps necessary to correct a system that is not working properly. The inspection is intended to provide Client with a better understanding of the condition of the Property at the time of the inspection.
4. The inspection will NOT include: Systems and conditions which are not within the scope of the inspection include, but are not limited to: asbestos, radon, lead based paint, mold, formaldehyde, any toxic materials, underground storage tanks, jetted tubs, spas, swimming pools, unattached exterior buildings, playgrounds, recreational or leisure equipment or facilities, private wells/water systems, private septic tanks, below ground septic/drainage systems, EIFS stucco, security/fire alarm systems, cosmetic deficiencies, washers, dryers and other portable appliances, shower drain pans, portable air conditioning or heating units, irrigation systems, below grade foundation water penetration, geological stability, lot line placement, product recalls, termite/pest/rodent infestation, zoning ordinances, building code conformity, and any component or system that is shut down without power/fuel or otherwise secured. Any area or component that is not exposed to view, is concealed, is hidden, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in the inspection. The inspector will not move furniture, floor coverings, panels, insulation, soil, storage, or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions. The inspection does not include any destructive testing or dismantling. Client assumes all the risk for all conditions which are concealed from view at the time of the inspection. The inspector will not operate heating or cooling systems in temperatures that may cause damage to such systems. Air conditioning systems will not be operated in outside temperatures of 65 degrees or less. All utilities must be "turned on" in order to inspect such systems. All pilot lights must be lit in order to inspect any systems with a pilot light. If any reference is made in the inspection report concerning any excluded items, it is for general information only and is not part of the inspection report.
5. The inspection is not a home orientation. Accessing attics, crawlspaces, and electrical components are considered hazardous areas for untrained people. Client is not permitted to accessing these areas while the inspector is onsite. Client is encouraged to attend only the end of the onsite inspection after the home inspector has completed his duties. Client shall inform Raleigh Inspection Service, Inc. of any concerns that Client has regarding the Property prior to the inspection.
6. The inspection is not a home warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures which may be required by law. The inspection and report are not intended to reflect the value of the premises or to make any representations as to the advisability of purchase or the suitability for use.
7. Client agrees to retain appropriate licensed contractor(s) to further inspect and repair any items that may need repair prior to closing. Raleigh Inspection Service does not inspect the repair work performed by qualified or nonqualified contractors or repairmen.
8. Client shall pay Raleigh Inspection Service the inspection fee listed below. Payment is due at the time of the inspection. If an additional visit is required to inspect previously inaccessible areas or items, a minimum charge of \$150.00 will be assessed in addition to the inspection fee listed below, and payment will be due prior to such additional inspection and additional report. Client understands that Client is responsible for payment in full of all of Raleigh Inspection Service fees whether or not Client purchases the Property.
9. THE INSPECTION AND REPORT ARE PERFORMED AND PREPARED FOR THE EXCLUSIVE AND CONFIDENTIAL USE OF THE CLIENT. THE REPORT IS NOT TRANSFERABLE OR ASSIGNABLE. Neither the Inspector nor Raleigh Inspection Service, Inc. is responsible or liable for the use of the report by any third party for any reason.
10. Client and Raleigh Inspection Service agree that if any portion of this Agreement is found invalid or unenforceable by any court of qualified jurisdiction, the remaining provisions shall remain in force between the parties.
11. **WARRANTY AND DISCLAIMER.** RALEIGH INSPECTION SERVICE will perform the inspection in accordance with the Standards of Practice of the North Carolina Home Inspector Licensure Board. EXCEPT FOR THE FOREGOING, RALEIGH INSPECTION SERVICE DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. **LIMITATION OF LIABILITY.** Client understands and agrees that if the Client believes that Raleigh Inspection Service has made an error or has failed to accurately report the visually discernible conditions at the Property, as limited herein above, Client will notify Raleigh Inspection Service in writing within ten (10) business days of discovery. Client agrees to provide Raleigh Inspection Service with a reasonable opportunity to re-inspect the Property and to address such alleged error or omission prior to the repair, alteration or modification of any items related to such alleged error or omission. Client understands and agrees that any failure to notify Raleigh Inspection Service as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question. IN ALL EVENTS, RALEIGH INSPECTION SERVICE AGGREGATE CUMULATIVE LIABILITY (INCLUDING THE AGGREGATE CUMULATIVE LIABILITY OF ANY OF ITS PRINCIPALS', AGENTS AND EMPLOYEES) FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE SUM TOTAL OF ALL PAYMENTS MADE BY CLIENT TO RALEIGH INSPECTION SERVICE PURSUANT HERETO. CLAIMS FOR DAMAGES MUST BE

MADE WITHIN ONE YEAR OF THE DATE OF THE INSPECTION REPORT OR BE FOREVER BARRED. This liability limitation is binding on Client and Client's successors and permitted assigns.

13. **ARBITRATION.** Any contract dispute or claim arising out of, or in connection with, this Agreement shall be finally settled by binding arbitration in accordance with the then current rules and procedures of the American Arbitration Association by one (1) arbitrator appointed by the American Arbitration Association. The arbitrator shall apply the law of the State of North Carolina, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award punitive or exemplary damages against any party. In the event that any arbitration, action or proceeding is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

14. The terms and conditions of this Agreement shall apply to the original inspection, as well as any subsequent inspections that may be performed on the Property.

I/WE HAVE READ, UNDERSTAND, AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Property Address:

City: State: Zip:

Client:

Client's Email Address:

Client's Phone Number:

Client Signature:

Building Inspectors Group Inc. dba Raleigh Inspection Service

Name: