

Inspection Agreement

Sandbar Home Inspection LLC
742 E Sandpiper Ct.
Corolla, NC 27927

Client: _____
Inspected Property Address: _____
Inspection Date: _____
Inspection Fee:\$ _____

This inspection agreement contains the terms and conditions of your (the "Client") contract with Sandbar Home Inspection, LLC (the "Company") for an Inspection of the Property (hereinafter referred to as the "Property Inspection" or alternatively the "Inspection") at the above address. This Inspection Agreement contains limitations on the scope of the Inspection, remedies and liability. Please read it carefully. By signing below, Client represents and warrants that Client has secured all approvals necessary for the Company to conduct the Inspection of the Property. Client also warrants they will read the entire inspection report (the "Inspection Report") when received and shall promptly call with any questions or concerns Client may have regarding the Inspection Report.

This inspection is being performed for the exclusive use and benefit of the Client, and the Inspection, including the written Report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

1. **INSPECTION AND LIMITATIONS.** The Company agrees to perform a limited visual Inspection of the systems and components included in the Inspection as they exist at the time of the Inspection and for which the Client agrees to pay a fee. The Inspection will be performed in accordance with the Standards of Practice (the "Standards of Practice") of the North Carolina Home Inspector Licensure Board ("NCHILB") and is limited by the limitations, exceptions and exclusions so stated in the Standards of Practice and this Agreement. A copy of The Standards of Practice will be provided on request. Evaluation and reporting of minor, easily correctable, or cosmetic defects and deficiencies is not the intent or focus of the Inspection and may only be reported by the Company as a courtesy only. In the event certain conditions are mentioned, verbally or in the Inspection Report, the Client agrees and acknowledges the mention of such conditions are not meant to imply there are not other unreported conditions. The Client agrees that if the Company recommends further evaluation of a condition noted in the Inspection Report, that the Client shall further evaluate the condition prior to the end of any Inspection contingency and prior to closing. The Client is encouraged to accompany the Inspector during the inspection. However, the Client shall be prohibited from accompanying the Inspector, or any other representative of the Company, into crawl spaces, attics, rooms where electric service panels are being inspected, or other hazardous areas.

2. **LIMITATIONS, EXCEPTIONS, AND EXCLUSIONS.** The Inspection only includes those systems and components expressly and specifically identified in the Inspection Report and in accordance with the Standards of Practice of the NCHILB which shall be

incorporated herein by reference. In addition, any area which is not exposed to view, is concealed, hidden or purposely covered up, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or any other fashion is excluded. The Inspection does not include any destructive testing or dismantling. Further, the Inspection does not include the lifting of carpets or rugs, removing of ceiling panels, insulation, vapor barriers, moving furniture, appliances, personal belongings, clothing, delicate items, or debris. The Client shall be responsible for ensuring any main water valves are fixed in the open position at the time of Inspection, in addition to ensuring the HVAC system (if applicable) has been running for twenty-four (24) hours prior to inspection. The Client specifically acknowledges the Inspection is not an environmental survey. The following systems and components and areas are among those not included in the Inspection or Inspection Report unless otherwise agreed to in writing between the Client and the Company:

- a. Latent or concealed defects, compliance with code or zoning ordinances or permit research or system or component recalls
- b. Geological, soil, wave action or hydrological stability, survey, engineering issues, analysis or testing
- c. The presence of termites or other wood destroying insects or organisms, rodents or other pests, fungus; or damage from or relating to the proceeding
- d. Asbestos, radon gas, lead paint, urea formaldehyde, mold or mildew, odors or noise, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electro-magnetic fields, underground storage tanks, insulation effectiveness, proximity to toxic waste sites; carbon monoxide; or other environmental or health hazards
- e. Private water, any and all sewage systems, buried pipes, connections to public sewer lines, water softeners or purifiers, water conditioning equipment, water quality, volume of well water, internal gutter and downspout systems, air quality analysis, motorized dampers, radiant heat systems or solar heating systems. Pools, spas, hot tubs, saunas, steam baths, fountains or other types of or related systems and components. Repair cost estimates or building value appraisal
- f. Thermostatic or time-clock controls, radio-controlled devices, automatic gates or elevators, lifts, low voltage lights, concealed wiring
- g. Free standing appliances and gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks. Furnace heat exchangers. The adequacy or condition of earth tie-downs for manufactured/mobile homes
- h. Seismic safety, security or fire safety systems or security bars and/or safety equipment
- i. Any adverse condition that may affect the desirability of the property including but not limited to proximity to railroad tracks or airplane routes, boundaries, easements or rights of way, adjoining properties or neighborhood
- j. Compliance with past or present governmental codes or regulations.
- k. The toxicity and combustibility of all materials and finishes on the Property. Central vacuum systems. Fire sprinkler systems and fire and smoke detection systems

- l. Locks and security devices. Acoustical testing. Automatic smoke vent dampers. Heat loss analysis. Fan driven exhaust systems for central heating flues.
- m. Repair cost estimates or building value appraisals.
- n. Unique/technically complex systems or components, system or component life expectancy or adequacy or efficiency of any system or component
- o. Other conditions which are beyond the control of the inspector and which may affect and limit the inspection are accepted by the Client without additional burden to the Company.
- p. Any items or deficiencies that aren't readily visible, or are inaccessible.

3. **DISCLAIMER OF WARRANTY.** THE COMPANY EXPRESSLY DISCLAIMS, WITH RESPECT TO THE INSPECTION AND INSPECTION REPORT, ANY EXPRESS OR IMPLIED WARRANTIES, AND WARRANTIES OF MERCHANTABILITY, AND ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY INSURANCE POLICY. The Client understands that the Inspection and Inspection Report do not in any way constitute a guarantee or insurance policy. Additionally, neither the Inspection nor Inspection Report are substitutes for any real estate transfer disclosures which may be required by law. This inspection is to reduce the risk of finding a potential problem, not to eliminate them. The Company is not a home warranty company and does not carry insurance on warranty claims. If the Client believes the inspector has omitted an item the client feels should have been inspected, the Client agrees to notify the inspector and Company in writing of the alleged omission within five (5) business days of their discovery of the item(s) and agrees to allow the Company a reasonable opportunity, as determined in the Company's sole discretion, to re-inspect or address the alleged omission prior to any repairs being performed. The Client acknowledges and agrees to the five (5) day notification period even in the event such period should subsequently be determined to be shorter than otherwise provided for by law. Failure on behalf of the Client to notify the inspector and the Company in writing and grant the inspector a reasonable opportunity to re-inspect the alleged omitted item(s) is admission by the client that the condition did not exist at the time of the inspection and shall constitute a remiss, full release, and forever discharge inspector and the Company from all manner of, actions, causes of actions, suits, proceedings, debts, dues, judgements, damages, claims, and demands whatsoever in law or equity.

4. **LIMITATIONS ON LIABILITY AND LIQUIDATED DAMAGES.** THE LIABILITY OF THE COMPANY AND OF THE INSPECTOR FOR MISTAKES OR OMISSIONS IN THE INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. IN THE EVENT THE COMPANY OR THE INSPECTOR FAILS TO PERFORM THE SERVICES AS PROVIDED HEREIN OR ARE CARELESS OR NEGLIGENT IN THE PERFORMANCE OF THE SERVICES, AND/OR PREPARING THE INSPECTION REPORT, THE LIABILITY OF THE INSPECTOR AND THE COMPANY SHALL BE LIMITED TO THE FEE PAID FOR THE INSPECTION AND REPORT AS STATED HEREIN. THERE WILL BE NO RECOVERY FOR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES TO ANY PERSON WHO SUFFERS ANY LOSS, PERSONAL INJURIES OR PROPERTY DAMAGE FROM MISTAKES OR OMISSIONS DUE TO OR RELATING TO THE INSPECTION OR

INSPECTION REPORT. THE CLIENT EXPRESSLY ASSUMES THE RISK OF ALL LOSSES AND DAMAGES GREATER THAN THE FEE PAID FOR THE INSPECTION AND AGREES TO ACCEPT A REFUND OF THE FEE PAID FOR THE INSPECTION AS FULL SETTLEMENT OF ANY AND ALL CLAIMS AGAINST THE COMPANY AND/OR THE INSPECTOR. ALL CLAIMS MUST BE SUBMITTED WITHIN ONE (1) YEAR OF THE DATE OF THE INSPECTION. FAILURE TO BRING ANY SUCH ACTION WITHIN ONE (1) YEAR OF THE DATE OF INSPECTION IS A FULL AND COMPLETE WAIVER OF ANY RIGHT, ACTIONS, OR CAUSES OF ACTIONS THAT MAY HAVE ARISEN FROM THE INSPECTION AND THE COMPANY'S ACTIONS. THE CLIENT UNDERSTANDS THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT WITHOUT THE LIMITATIONS AS STATED HEREIN WOULD REQUIRE SUBSTANTIALLY SIGNIFICANT MORE WORK BY THE CONTRACTOR AND THE COMPANY AND WOULD COST SUBSTANTIALLY MORE THAN THE FEE PAID FOR THIS LIMITED VISUAL INSPECTION. THE CLIENT UNDERSTANDS THEY ARE FREE TO CONSULT WITH ANOTHER PROFESSIONAL SHOULD THEY NOT AGREE WITH THE PROVISIONS CONTAINED HEREIN.

5. **WEATHER LIMITATIONS.** Extreme weather conditions can limit the scope of the Inspection. Snow covered landscaping, driveway and walks, grading, and roofs cannot be fully accessed. Rainy weather can make it easier to identify leaks, however it may prevent access onto, and Inspection of, the roof surface. Dry periods will limit the ability to identify moisture problems, leakage and seepage, and flooding conditions in and around the Property. Heating equipment may not be able to be fully tested during warm weather. Air conditioning will not be tested when the temperature has been below sixty (60) degrees for the previous twenty-four (24) hours. Subsequent re-inspection of items excluded because of weather limitations is not within the scope of this Inspection but can be performed for an additional fee as determined by the Company, in the Company's sole discretion.

6. **DISPUTE RESOLUTION.** The Client agrees that any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the Inspection or Inspection Report 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 judgement on the Award may be entered in any Court of competent jurisdiction

7. **GOVERNING LAW AND SEVERABILITY.** This Agreement shall be governed by North Carolina law, notwithstanding any conflicts of laws provisions. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

8. **RECEIPT OF REPORT.** The Company's agreement to perform the Inspection is contingent on Client's agreement to the provisions, terms, conditions and limitations of this Agreement. If this Agreement is not signed by Client prior to or at the time the written

Inspection Report is provided to the Client and Client objects to any of the terms of this Agreement, Client shall return the written Inspection Report to the Company within seven (7) days and any fee that has been paid will be refunded to the Client. Failure to return the written Inspection Report and payment of the fee shall constitute the full acceptance of the terms of this Agreement by Client.

9. **PRE-SETTLEMENT RESPONSIBILITIES.** It is the Clients responsibility to further investigate any and all problems noted in the Inspection Report, with the appropriate specialists and technicians, in order to determine the proper course of action and actual repair and update costs. The Client also recognizes that this Inspection is not a substitute for the pre-settlement Inspection to be performed by the Client just prior to legal acceptance of the property, as conditions can change, damage can occur, equipment can fail, and symptoms, signs and clues can appear between the time of the Inspection and settlement. The Client waives all claims against the Company if the Client fails to further investigate problems noted in the Report, including confirmation of cost estimates, or if the Client fails to diligently perform his or her pre-settlement Inspection of the property.

10. **REINSPECTION FOLLOWING REPAIRS.** In the event the Company is asked by the Client to perform a re-inspection of the property, it is understood and agreed that such re-inspection is not the same as the original home inspection and does not take the place of the Client doing their own pre-closing walk through of the property. A re-inspection is solely for the purpose of reviewing the items requested for repair by the Client and agreed upon by the seller and is limited to only those items. In no way does any repair alter the original home inspection. All repairs are the responsibility of the party performing the repairs and should be done by a qualified, licensed contractor since they are responsible for the work done. It is recommended that the Client obtain receipts, documentation and warranty documents from the contractor to confirm that the work was completed and explain the extent of the warranty. New repairs should be monitored over a period of time to determine their adequacy and, if a problem develops, there still may be recourse against the contractor since many contractors will provide a one-year warranty for defects in materials and workmanship. All conditions described under the payment section above apply to the re-inspection fee. The terms and conditions of the contract are incorporated to the Limitations on Liability. The price for re-inspection of the type referred to herein shall be determined by the Company, in the Company's sole discretion.

11. **OTHER SERVICES.** It is understood and agreed by the parties hereto that all provisions, limitations, exceptions, and exclusions of this Agreement shall apply to any optional service entered into by the parties.

12. **ENTIRE AGREEMENT, MODIFICATION, THIRD PARTIES.** This Agreement represents the entire agreement between the parties. No oral agreements, understandings, or representations shall be enforceable against any party unless such agreement, understanding, or representation is in writing, signed by the parties, and supported by valid consideration. This agreement shall be binding upon and inure to the parties hereto and their respective spouses, heirs, executors, administrators, successors, assigns, affiliates, and legal representatives. The

parties intend that there are no intended third-party beneficiaries to this agreement. **THE COMPANY MUST HAVE A COPY OF THIS AGREEMENT SIGNED BY THE CLIENT BEFORE THE INSPECTION CAN BEGIN. PAYMENT OF FEES IS DUE IN FULL AT COMPLETION OF INSPECTION.**

13. **CLIENT ACKNOWLEDGEMENT.** By signing this Agreement, the Client acknowledges they have read, understand and agree to the scope of the inspections and agree to all of the terms and conditions in this contract. The Client also agree to pay the fees listed herein.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

“COMPANY”

SANDBAR HOME INSPECTION, LLC

By: _____(SEAL)
BENJAMIN T. WATSON,
Authorized Member

“CLIENT”

[INSERT CLIENT NAME]