

Inspection Agreement

Payment in full is due at the time of the inspection

Client: _____

Address of property: _____

THIS AGREEMENT made this ____ day of _____, 20____, by and between **Elite Home Inspections, Inc.** (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The parties understand and voluntarily agree as follows:

1. I the CLIENT have read and agree that an inspection is intended to assist in evaluation of the overall condition of a building. The inspection is based on observation of the visible, accessible and apparent condition of the building and its components on the date of Inspection. The results of this home inspection are not intended to make any representation regarding latent or concealed defects that may exist, and no warranty of guarantee is expressed or implied. If the person conducting your Home Inspection is not a licensed structural engineer or other professional whose license authorizes the rendering of an opinion as to the structural integrity of a building or its other component parts, you may be advised to seek a professional opinion as to any defects or concerns mentioned in the report.
2. INSPECTOR **agrees** to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not compromise the bargained-for report. The report is only supplementary to the seller's disclosure. This report is intended solely to assist the CLIENT in evaluating the overall general condition of the building. The CLIENT understands an older component may be at or nearing the end of its statistical and/or useful life and could fail at any time after the inspection. *This inspection and report cannot be fully exhaustive, nor does it imply that every component was inspected or that every possible defect was discovered.* When the property contains a number of similar items (receptacles, switches, hardware, locking mechanisms, windows, etc.); however, a representative of each shall be inspected.
3. Unless otherwise inconsistent with the Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the NC Home Inspector Licensure Board and of the National Association of Certified Home Inspectors (www.nachi.org/sop). CLIENT understands that these standards contain certain limitations, exceptions and exclusions.
4. The inspection and report are performed and prepared for the use of the CLIENT and are not transferable. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the building or its components. Any/all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.
5. The Company, its agents or representatives do not disassemble equipment, move furniture, storage, carpeting or open wall/window coverings. This report is not intended for cosmetic/aesthetic evaluations.
6. The CLIENT **should be present, and is at his/her own risk during the inspection.** If the Client is not present for the inspection and pays for the inspection, either personally or via a third party, the CLIENT agrees to accept all of the terms and conditions of this agreement. No compliance with any applicable building code is considered, evaluated or intended by the INSPECTOR and/or report. The CLIENT should conduct a final pre-settlement inspection. In the event the INSPECTOR notes any signs of settlement, cracks, deficiencies or other deformities, it is the CLIENT'S responsibility to monitor, repair and have a qualified, licensed individual conduct any repairs and/or further evaluations. It is the CLIENT'S responsibility to review/read the report in its entirety. The inspector has the right to submit an addendum to the original report within 48 hours of the completion of the inspection.
7. The findings of this inspection are valid for the date of the actual inspection only. The Company, its agents or representatives, shall not be held responsible for items concealed, hidden or inaccessible during the inspection. Buildings that are occupied inspected after dark or during poor weather conditions may create conditions that could impede the inspection. It is the CLIENT'S responsibility to have an additional inspection(s) if needed.
8. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects/deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
9. INSPECTOR does not perform engineering, architectural, plumbing, and electrical or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place. Septic testing and water analysis testing are not part of a home inspection and do not require an occupation license. If they are tested at the time of the inspection, for an additional fee, these tests go beyond the scope of the basic home inspection.
10. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.
11. The parties agree that any dispute arising out of this Agreement shall be filed only in an arbitration/mediation forum in the County in which the INSPECTOR has its principal place of business or via the NACHI Alternate Dispute Resolution Service. (www.nachiadrs.com) In the event that CLIENT fails to prove any adverse claims against INSPECTOR, CLIENT agrees to pay all costs, expenses and fees of INSPECTOR in defending said claims, to include loss of work.
12. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provision will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement and there are not terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents, or any change or modification, shall be binding unless reduced to writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. Client shall have no cause of action against INSPECTOR after six (6) months from the date of the inspection.
13. Payment of the fee to INSPECTOR is due **at the time of the inspection.** The CLIENT agrees to pay all legal and time expenses incurred in debt collection, including attorney's fees. If the CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity. Payment by CLIENT is expected at the time of the inspection. Any fee not paid within 30 days of the inspection will have a service charge of 1.5% monthly or 18% per annum added to the fee.

CLIENT gives INSPECTOR permission to discuss and release the **summary and/or report** to: client's agent _____, seller's agent _____, and other _____ for 14 consecutive days from the date of the inspection. After 14 consecutive days, this report will only be available to the named client for confidentiality purposes.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND DESCRIPTION HAS BEEN PROVIDED IN THE PRINTED REPORT. IN THE EVENT CLIENT CANNOT BE PRESENT, THEIR CONTRACTED REAL ESTATE AGENT CAN SIGN THIS AGREEMENT IN THEIR ABSENCE.

CLIENT or REPRESENTATIVE

Payment Method: _____

Inspection Fee: \$ _____