

INSPECTION CONTRACT

(Standard Home Inspection)

Carefully review this contract. Stop the inspection and have your attorney review it if you wish.

Date: ____/____/____ Date of Inspection: ____/____/____ Fee for Inspection: \$ _____

This contract is hereby entered into this date between **Jamey Tippens, LLC** and

Name of Client(s): _____
Present Mailing Address(s): _____

PLEASE NOTE: This is a legally binding contract made by you the CLIENT and by **Jamey Tippens, LLC** which details the conditions and terms upon which you have engaged **Jamey Tippens, LLC** to perform an inspection survey of certain real estate, located at:

(Inspection Address) _____

Witnesseth: In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. SCOPE OF SERVICE: This home inspection service does not provide any warranty or guaranty or insurance policy of any kind for any defects / deficiencies that may be present or that may arise in the future.

This inspection is primarily visual and general in nature and scope. It is concerned only with clearly visible and easily accessible, at the time of the inspection, aspects of certain systems. The intent of the inspection is to determine that the systems, components, or items are performing their function without apparent major deficiencies, in the opinion of the inspector(s).

The inspection is not intended to be in-depth, all encompassing, technically exhaustive, invasive or destructive, for governmental regulation or code compliance, concerned with current or future habitability, and is not an attempt to detect and report all deficiencies present. It is not within the scope of this inspection to attempt to determine or attest to the remaining life of any systems or components.

Evaluation and reporting of minor, easily correctable, or cosmetic defects and deficiencies is not the intent or focus of the inspection; if such conditions are reported it is as courtesy only. If certain conditions are mentioned, verbally or in the report, it is not meant to imply that there are not other unreported conditions.

The inspection includes evaluation of certain major systems, components and equipment, for items which may need major repair or further evaluation by a qualified specialist, including the following: foundation, structural components, electrical, plumbing, insulation and ventilation, heating, central air conditioning, roofing, interiors, and exterior walls. Evaluation is of the primary premises. In most cases, included with the inspection is the evaluation of primary attached garages / carports / porches / patios / decks. This inspection does not include evaluation of detached garages / carports / patios / decks or other structures / outbuildings, unless specifically contracted for.

We make no claims as to being able to determine the condition of internal inaccessible areas of walls / floors / ceilings, air conditioning and heating equipment, furnaces, chimneys, etc.

Destructive testing / dismantling is not performed; therefore the inspector can only convey to the Client what was clearly visible at the time of the inspection (the inspection provides a snapshot of the home). No representation is made as to how long any equipment will continue to function. The inspection does not include evaluation of every aspect of the inspected systems and components and where numerous adjacent or similar parts or components are encountered only a sample evaluation is performed.

Inaccessible areas are defined as being concealed by: household goods, furniture, appliances, locked rooms, rugs, draperies, finished floors, ceilings, walls and the like, stored goods, insulation, automobiles, equipment, debris, vegetation, etc. The inspector is not required to enter areas with temperatures above 120 degrees F., where the headroom is less than three (3) feet in height, or that may contain conditions or materials that could be hazardous to the inspectors' health.

Only basic operational testing of certain "built-in" kitchen appliances is performed (dishwasher / oven / range / microwave / garbage disposal); other than running a dishwasher through a full cycle, when feasible, equipment is only briefly turned on. Evaluation of timers and other controls is not performed and no determination is made regarding the performance of appliances, such as how well an oven maintains a temperature, or how well a garbage disposal grinds and disposes of waste materials, etc.

The Client is encouraged to accompany the inspector during the inspection. However, the Client must not accompany the inspector into crawl spaces, attics, rooms where electric service panels are being inspected, or other hazardous areas.

The inspection is limited to what can be easily detected during a short period of time; the duration of the inspection of a typical home is roughly 2-4 hours. It is impossible to find every defect and deficiency during an inspection - therefore you should anticipate additional defects / deficiencies during your ownership of the property.

The inspection of condominiums / cooperatives, and/or other homes in developments with common areas includes evaluation of interior areas and certain other components that are generally the responsibility of the individual property owner; the exterior and structure and other commonly owned areas / systems / components are not evaluated.

Weather conditions or other conditions which are beyond the control of the inspector and which may affect and limit the inspection (such as disconnected or inoperable electrical service or water service/supply) are accepted by the Client without additional burden to Jamey Tippens, LLC.

2. STANDARDS OF INSPECTION: The inspection performed by Jamey Tippens, LLC shall be performed in accordance with the current Standards of Practice of the North Carolina Home Inspector Licensure Board. These Standards are available upon request from Jamey Tippens, LLC, or from the NC Home Inspector Licensure Board. The Standards are available online at www.nchilb.com, or through my website www.jameytippens.com

3. PAYMENT: Payment in full is due upon completion of the inspection. No written report will be issued until full payment is received.

4. CONFIDENTIALITY: The content of your report is confidential and shall not be disclosed to any other party without your express approval and authorization. Neither the contents of the inspection report nor any representations made herein are assignable without the express written consent of Jamey Tippens, LLC.

5. EXCLUSIONS AND LIMITATIONS: You acknowledge and agree that this inspection and the inspection report and findings are limited in nature and scope, and that the following are among items NOT COVERED, nor can they be accurately assessed by Jamey Tippens, LLC during a limited inspection: any and all latent or concealed defects, deficiencies, and conditions - any and all environmental hazards, defects, and conditions (including but not limited to: radon, asbestos, lead paint, lead water pipes, lead solder, urea formaldehyde, toxic wastes, polluted water, waterborne hazards, airborne hazards, and mold) - the extent of damage in defective areas - household appliances - free standing heating stoves - humidifiers, air purifiers, motorized dampers - solar heating and hot water systems - insulation effectiveness - fire escapes - elevator components and shafts - internal gutter and downspout systems - air quality analysis - concealed wiring - subsurface soil conditions below and surrounding the building - the adequacy or condition of earth tie-downs for manufactured/mobile homes - the toxicity and combustibility of all materials and finishes - code compliance - chimney flues - through-wall air conditioners - central vacuum systems - fire sprinkler systems, fire and smoke detection systems - concealed insulation - locks and security devices - acoustical tests - automatic smoke vent dampers - buried fuel tanks - heat loss analysis - fan driven exhaust systems for central heating flues - exterior plumbing components (including: private sewer systems, buried pipes, connection to public sewer

lines, buried components of sprinkler systems and swimming pools and their equipment, water supplies (including: water wells, water conditioning equipment, water quality, volume of well water) – ancillary electrical systems (including: TV cable systems and antennas, intercom systems, lightning protection systems, heating cables, door opening and doorbell systems, fire alarm systems, security systems, telephone systems). The presence or absence of termites, woodborers, carpenter ants, fire ants, bees, rodents, insects, pest or wood destroying organisms is not a part of this inspection.

6. **ARBITRATION CLAUSE:** If the Client feels that the inspection process was done negligently or that Jamey Tippens, LLC was negligent in their inspection, the Client is expected to immediately communicate this in writing to Jamey Tippens, LLC. Such notification must occur within one year of the date of the inspection. In the event of a dispute, both parties agree to submit the issue to binding arbitration in accordance with the rules of the American Arbitration Association. If the parties are unable to agree upon an arbitrator within a reasonable period of time, they will submit the dispute to the American Arbitration Association. The accepted standard against which this inspection will be judged will be the current Standards of Practice of the North Carolina Home Inspector Licensure Board, where pertaining. Property or equipment in dispute will be made available for viewing and arbitration, and arbitration will occur at the property.

7. **NOTIFICATION OF CLAIMS CLAUSE:** In the event that a claim ensues from the inspection, Jamey Tippens, LLC and its agents require the following: 1. Written notification of any adverse conditions must be made within fourteen (14) days of discovery of said condition; 2. Jamey Tippens, LLC and its agents shall have the right to inspect said conditions within a reasonable period of time; 3. Jamey Tippens, LLC and its agents will be allowed to remedy, repair, or replace said conditions if negligence is proven; 4. Jamey Tippens, LLC and its agents shall not be subject to any claims after a period of one year from the inspection date. Client's failure to conform to the above conditions would make any and all contractual obligations on the part of Jamey Tippens, LLC concerning the inspection of this property null and void, and Jamey Tippens, LLC shall be released from all obligations imposed hereunder.

8. **SEVERABILITY:** If any provision of this contract is declared invalid or unenforceable by any court or tribunal of competent jurisdiction, that court or tribunal shall enforce the remainder, the remaining provisions of this agreement shall remain in affect, and shall not be effected thereby as necessary to adjust for the invalidated provision.

9. **LIMIT OF LIABILITY:** The Client understands that this inspection is the standard visual inspection of the readily accessible areas of the structure. **The Client agrees and understands that the maximum liability incurred by the inspector(s) / Jamey Tippens, LLC for errors and omissions in the inspection shall be limited to the fee paid for the inspection. Jamey Tippens, LLC assumes no liability for any damage to the inspected property caused by the Client, or for any injury to the Client which occurs during the inspection.** Jamey Tippens, LLC and its agents shall not be subject to any claims after a period of one year from the inspection date.

10. **ATTORNEY'S FEES:** Client further understands and agrees that if Client fails to pay the agreed upon fee for the inspection or if Client makes any claim against the inspector(s) / Jamey Tippens, LLC, and Client fails to prove such claims, Client will pay all reasonable attorney's fees, arbitrator's fees, legal expenses and costs incurred by the inspector(s) / Jamey Tippens, LLC in either the collection of the fee for the inspection or in defense of the claim.

11. **INDEMNITY AGREEMENT:** The Client agrees to indemnify, fully protect, defend, and hold the inspector(s) / Jamey Tippens, LLC harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made by other parties against the inspector(s) / Jamey Tippens, LLC as a result of or arising from the inspection.

12. **ACKNOWLEDGMENT:** 1. The inspection is performed for the sole, confidential, and exclusive use and possession of the Client. Neither the contents of the report nor any representation made therein are assignable without the express written permission of Jamey Tippens, LLC, and any reliance thereon by any party other than the Client named above is prohibited. 2. Any and all recommendations represent the opinions of Jamey Tippens, LLC or its agents. Any and all problems observed should be verified with an appropriate and qualified licensed contractor, electrical contractor, plumber, etc. for code compliance and cost estimates.

13. **BINDING ON OTHER PARTIES:** This contract is binding on anyone connected with this transaction, including spouses; children; and heirs, whether or not they have signed this document.

14. **WHOLE AGREEMENT:** This contract represents the entire agreement between Jamey Tippens, LLC and the Client. The Client acknowledges that they have read and understand the scope and limitations of this inspection or have renegotiated them herein in writing to Client's satisfaction and, on that basis, agree to all of the terms, limitations, and exclusions contained herein.

I UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS.

(Signer represents actual authority to sign for all concerned parties.)

CLIENT SIGNATURE _____ Date: ____/____/____

CLIENT SIGNATURE _____ Date: ____/____/____

Your report is confidential. If you wish to authorize us to reveal inspection findings to others (when requested) please include authorized persons below. **If you want your real estate agent to receive a copy of the report, you must print the agent's name below.**

Name / Affiliation: _____

The report will be emailed to you at the address you provide here: _____