

**HOME
INSPECTION
CONTRACT**

**Professional Inspections, Inc.
6108 Longbranch Ct.
Pleasant Garden, N.C. 27313
336-674-6964**

The address of the property is:

Fee for the home inspection is: \$

THIS AGREEMENT made this day of , 2009, by and between **PROFESSIONAL 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. 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 comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice of the North Carolina Home Inspectors Licensing Board and a copy of these guidelines is available from said board. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. Absolutely no warranties or guidelines are given or implied for any latent or concealed defects. Additionally, any repairs after the inspection may reveal defects that are not accessible at the time of Inspection. Professional Inspections, Inc. is not liable for any defects or deficiencies that cannot be reasonably discovered during limited visual inspection. As part of your home inspection the inspector will inspect and report the following areas unless that area has been marked for exclusion from our services:

A. **STRUCTURAL COMPONENTS** - Includes foundation, floors, walls, columns, ceiling, and roofs.

Excluding: _____

B. **EXTERIOR OF STRUCTURE** - Including wall cladding, entryway doors, decks, steps, eaves, driveways and a representative number of windows.

Excluding: _____

C. **ROOFING** - Including roof coverings, roof drainage system, flashing, skylights, and chimneys.

Excluding: _____

D. **PLUMBING** - Including interior water supply and distribution system, interior drains, waste and vent system, hot water system, and sump pump.

Excluding: _____

E. **ELECTRICAL** • Including service entrance conductors, service equipment, main distribution panels, voltage ratings, a representative number of installed ceiling fans, lighting fixtures, switches, and receptacles, ground fault circuit interrupters, and smoke detectors.

Excluding: _____

F. **HEATING SYSTEM** - Including permanently installed heating system and it's controls, chimneys, heat distribution system including fans, pumps, air ducts, and automatic safety' controls.

Excluding: _____

G. **CENTRAL AIR CONDITIONING** - Including normal operating controls of the central air conditioning system and the distribution system.

Excluding: A/C will not be operated in the event the outside temperature is below 65 degrees at time of the inspection.

H. **INTERIOR** - Including walls, ceilings, floors, steps, a representative number of cabinets and a representative number of doors and windows.

Excluding: _____

I. **INSULATION AND VENTILATION** - Including insulation vapor barriers, ventilation of attic and foundation, kitchen, bathroom and laundry venting systems and the operation of any readily accessible attic ventilation fan when temperature permits.

Excluding: _____

J. **BUILT IN KITCHEN APPLIANCES** - Including the observation and operation of dishwasher, range, trash compactor, garbage disposal, ventilation equipment, permanently installed oven and microwave oven.

Excluding: _____

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3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. 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 home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or 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, attorney's 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 home/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.

5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing or noted here:

ARBITRATION: Should the client believe that Professional Inspections, Inc. is liable for any issues out of this inspection, then the client shall communicate said issues in writing to Professional Inspections, Inc. within ten (10) days of the date of the inspection. If the issues cannot be resolved between the parties, both parties agree to submit the dispute to binding arbitration in accordance with the American Arbitration Association. Arbitration is to be conducted by an arbitrator who is a full time building inspector of six-(6) years experience as a building inspector. The inspection will be judged in accordance with the North Carolina Standards of Practice and Code of Ethics.

6. 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.

7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

8. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. 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 assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. Payment of the fee to INSPECTOR is DUE AT CLOSING. Payment becomes due in full in the event that the property does not close. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If 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.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

<i>Charles T. Batts</i>
CHARLES T. BATTS
INSPECTOR

CLIENT and / or LEGAL REPRESENTATIVE

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PROFESSIONAL INSPECTION INC. RADON INSPECTION AGREEMENT

The address of the property is: _____

Fee for the Radon inspection is \$80.00 with purchase of a home inspection; \$130.00 for radon testing only.

THIS AGREEMENT made this _____
by and between _____ | Professional 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. INSPECTOR agrees to perform a radon inspection of the home to measure the radon level in the air by the use of a CRM electronic radon monitor. The radon test will require a minimum of 48 hours; however, may take longer. INSPECTOR shall deliver the finished report within 48 hours of the conclusion of the test.

DISCLOSURE: Radon is a colorless, odorless radioactive gas that may be harmful to humans. The amount of radon in the air is measured in picocuries of radon gas per liter of air, or "pCi/L." While any radon exposure creates some risk to health, a level of 4 pCi/L or higher is generally considered dangerous by the EPA, which recommends that remedial measures be taken to reduce or eliminate the radon from the home. Radon levels can be affected by weather conditions. The test results reflect the radon levels for the exposure period only and in no way guarantee radon levels in the future.

2. Under this Agreement, INSPECTOR shall only report the result of the radon analysis to CLIENT and INSPECTOR shall in no way be responsible to correct or mitigate radon in the home. As a courtesy, INSPECTOR may offer comments related to methods for the mitigation of radon in the home, but these comments will not create any obligation of INSPECTOR to develop any mitigation plan or perform the implementation of such plan. Whether or not the presence of radon in the home is detected, CLIENT shall be responsible to pay for the bargained for radon inspection report. This report is only supplementary to the sellers' disclosure.

CLIENT SIGNATURE: _____

Professional Inspections, Inc. Company Officer: Charles T. Batts

WELL WATER ANALYSIS

- A. BACTERIA IN WATER - \$80.00
- B. CHEMICAL / BACTERIA / LEAD - \$160.00

CLIENT SIGNATURE: _____

Professional Inspections, Inc. Company Officer: Charles T. Batts

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Waiver of Mold Testing and Release

Client Name: _____
Subject Property _____
Address: _____

My signature below acknowledges that I have read and understand the following:

The Home Inspector has advised me that the subject property may be subject to contamination by mold. Molds produce tiny spores to reproduce. Mold spores waft through the indoor and outdoor air continually. When mold spores land on a damp spot indoors, they may begin growing and digesting whatever they are growing on in order to survive. There are molds that can grow on wood, paper, carpet and foods. When moisture or water accumulates indoors, mold growth will often occur, particularly if the moisture problem remains undiscovered or unaddressed.

I have been advised of the potential health effects and symptoms associated with mold exposures including allergic reactions, asthma, and other respiratory complaints. There is no way to determine if there is mold and if it is a health concern without testing.

I have been advised that mold testing is beyond the scope of this inspection as defined by the North Carolina Standards of Practice. Mold testing, if desired, should be performed by an environmental specialist. I agree to hold the Inspector, its agents, and employees harmless and free from all liability and legal action relating to any presence of mold at the subject property, regardless of the legal theory upon which any such claim rests.

This release shall be binding on all my heirs, agents, assignees, successors, and on any other persons) who might otherwise be entitled to file suit or make a claim on my behalf.

Client Signature: _____
Date: _____

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