



Bentley Construction Company Inc.

P.O.Box 1030

Concord, N.C. 28026-1030

North Carolina License Home Inspections No. 142

North Carolina Licensed General Contractor No. 35929

Member of the North Carolina Licensed Home Inspector Association

Member of Cabarrus County Building Industry Association

INSPECTION AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT

PLEASE READ IT CAREFULLY

Client Name: Linda Huie Report Number: 04270901

Address: 5705 Oakmont Drive, Kannapolis, N.C. 28083

Inspection Fee: **\$300.00**

Other Fee: \$ _____

Total Fee: **\$300.00**

1. Client requests a limited visual inspection of the residential structure identified at the above address by ***Bentley Construction Company Inc.***, thereafter collectively referred as the "Company" and Client hereby represents and warrants that all approvals necessary have been secured for Company's entrance onto the property. **The client understands and agrees**

that payment is due at the time of the inspection and that the payment will be made regardless of whether the home closes. The invoice for this inspection is not a part of the closing package performed by the closing attorney unless agreed upon prior to the inspection. Payment will be due after the inspection has been performed and this contract has been signed.

2. Client warrants: (a) they have read the following Agreement carefully, (b) they understand they are bound by all the terms of this contract, and (c) they will read the entire inspection report when received and promptly call Company with any questions they may have.

3. Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. Client agrees that they will not transfer or disclose any part of the inspection report to any other person with these exceptions ONLY: (a) one copy may be provided to the current seller(s) of the property but only upon the express condition that the seller(s) covenant to use the inspection report only in connection with Client's transaction, and agree not to transfer or disclose the report to any persons other than their real estate agent, and (b) one copy may be provided to the real estate agent representing Client and/or a bank or other lender for use in Client's transaction only. Client agrees to indemnify, defend and hold harmless Company from any third party claims relating to this inspection or inspection report.

4. Company agrees to perform a limited visual inspection of the residential structure at the above address and to provide Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies, as they exist at the time of inspection. The inspection will be performed in a manner consistent with the standards of *The North Carolina Home Inspectors Licensure Board and The North Carolina Licensed Home Inspector Association*. A copy of these Standards can be provided to Client.

5. The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or any other things, or those areas/items which have been excluded by the *The North Carolina Home Inspectors Licensure Board and The North Carolina Licensed Home Inspector Association* standards and/or by agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling.

Client agrees to assume all the risk for all conditions, which are concealed from view at the time of the inspection or exist in any area excluded from inspection by the terms of this agreement. Maintenance and other items may be discussed but will NOT form a part of the inspection report. The following areas/items, systems and components are among those NOT included in the inspection.

- Code or zoning violations
- Systems or component installation
- Permit research
- Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing
- Termites or other wood destroying insects, rodents or other pests, dry-rot or fungus
- Latent or concealed defects
- Asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites or other environmental or health hazards
- Private water or sewage systems
- Pools, spas, hot tubs, saunas, steam baths, fountains or other types of or related s systems and components
- Repair cost estimates
- Building value appraisal
- Radio controlled devices
- Automatic gates
- Elevators, lifts, dumbwaiters
- Thermostatic or time clock controls

- Water softener or purifiers
- Radiant heat systems
- Furnace heat exchanger
- Solar heating systems
- Gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks.
- Odors or noise
- Seismic safety
- Freestanding appliances
- Security or fire safety systems
- Personal property
- Any adverse condition that may affect the desirability of the property
- Proximity to railroad tracks or airplane routes
- Boundaries, easements or rights of way
- Unique/technically complex systems or components
- System or component life expectancy
- Adequacy or efficiency of any system or component
- Items specifically note as excluded in the inspection report

6. Client understands that the inspection and inspection **report do not constitute a guarantee or warranty** of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures, which may be required by law.

LIQUIDATED DAMAGES

To the extent allowed by law it is understood and agreed by and between the parties hereto that the

INSPECTOR/INSPECTION COMPANY is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by INSPECTOR/INSPECTION COMPANY in the performance of the

Limited visual inspection and production of a written inspection report as described herein, that it is

Impracticable and extremely difficult to fix the actual damages, if any, which may result from failure to perform

Such services and in the case of failure to perform such services, and resulting loss.

INSPECTOR/INSPECTION

COMPANY'S liability hereunder shall be limited and fixed in an amount equal to the inspection fee paid multiplied by two (2), or to the sum of five hundred dollars (\$500), whichever sum shall be less, as liquidated damages, and not as a penalty, and this liability shall be exclusive.

7. The written report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the assurance of the written report. Client further understands and agrees Company reserves the right to modify the inspection report for a period of time that shall not exceed forty eight (48) hours after the inspection report has first been delivered to Client.

8. Client understands and agrees that any claim arising out of or related to any act or omission of Company in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to Company within five (5) business days of discovery. Client further agrees to allow Company to reinspect the claimed discrepancy, to the extent allowed by law. Client understands and agrees that any failure to notify Company as stated above shall constitute a waiver of any and all claims Client may have against Company.

9. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and 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 hereunder shall be final and binding and judgement on the Award may be entered in any Court of competent jurisdiction.

10. It is understood and agreed by and between the parties hereto that Company's and its officers', agents' or employees' LIMITATION OF LIABILITY for errors or omissions in the inspection report is limited and fixed to a refund of the fee paid for the inspection and inspection report. The fee for this inspection is **\$300.00**

Client understands that an inspection and inspection report without this LIMITATION OF LIABILITY is recommended by Company and will include inspection of the property by the following specialists: Roof, Electrical, Heating, and Air Conditioning, Plumbing, Electrical, Foundation, Fireplace & Pool (as applicable) Contractors, Geotechnical and Structural Engineers in addition to the Inspector. The fee for this inspection is \$200.00 per specialists. Please select the ones you want to inspect this property.

Fee for selected inspection \$ _____ Client's Initials _____

Client understands neither inspection includes any form of destructive examination or dismantling.

11. Any legal action or proceeding of any kind, including those sounding in tort or contract, against Company, or its officers, agents or employees, must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred. Time is expressly of the essence herein. Client's Initials *** _____

12. Client understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by Client shall and payment therefore will constitute acceptance of the terms and conditions of this Agreement.

13. 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 parties.

14. This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties. This Agreement shall be binding upon and insure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

You are advised to have this Pre-Inspection Agreement reviewed by your attorney before using it. I have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed above.

Dated _____ Signature of Client _____

(One signature binds all)

Date _____ For the Company Jerry Bentley