

Home Helpers Inc.

110 West Laurenbrook Ct. Cary, NC 27518 (919) 247-4616 Direct (919) 439-4944 Fax

AGREEMENT FOR HOME INSPECTION SERVICES

This Agreement contains the terms and conditions of your contract with Home Helpers Inc. for a limited, non-invasive visual inspection of: (Property Address) _____

(Date / Time) _____

This agreement contains limitations on the scope of the inspection, remedies and liability. Please read it carefully.

The inspection will be performed according to the Standards of Practice of the North Carolina Home Inspector Licensure Board. The terms in this agreement shall have the same meanings given to them in these standards, a copy of which can be found online at this link: [NC HOME INSPECTOR STANDARDS OF PRACTICE AND CODE OF ETHICS](#) or a printed copy can be provided upon request. Client understands that these standards contain certain limitations, exceptions and exclusions and those are incorporated into this agreement.

INSPECTOR NAME, of Home Helpers Inc., herein after known as the "Inspector", agrees to perform a limited, non-invasive visual inspection of the subject property and to provide you, the "Client" with a written report identifying visually apparent major deficiencies in readily accessible areas that exist at the time of inspection in regards to the:

**Structural Components, Exterior, Roofing, Plumbing, Electrical, Heating,
Air conditioning, Interiors, Insulation and Ventilation, Built in Kitchen Appliances.**

The Inspector is a home inspection generalist and not an expert or engineer in a particular craft or trade. The report is opinion based and is not technically exhaustive, nor is it a code or compliance inspection. No destructive or disruptive testing shall be performed. No components or systems will be dismantled. The Client assumes all risk for potential problems including areas not accessible at time of inspection, or that which can not be reasonably discovered, including subsequent findings revealed during future repairs or evaluations. The client hereby releases Inspector from any and all liability, and responsibility for the cost of repairing or replacing any deficiency and for consequential damage, property damage, or personal injury of any nature. The Inspectors purpose is to determine whether or not a system or component is functional, allowing for normal wear and tear and whether or not it adversely affects the habitability of the dwelling and state whether the condition reported requires repair or subsequent observation, or warrants further investigation by a specialist. The Inspector is not responsible for determining all that may be wrong with a system or component or the necessary steps, costs or reasons of a deficiency or repair; only that a second opinion may be necessary. If Inspector recommends consulting other specialized experts, Client must do so at Client's expense and liability. Utilities must be turned on, pilot lights must be lit. Normal operating controls will be used by the inspector to inspect the system or component. Shut-down systems or components will be assumed to be so for a reason and will not be turned on; such items will be reported as (NI) Not Inspected, and a reason will be stated. Water intrusion or moisture may only be visible during or following adequate rainfall. Client holds harmless and agrees that it may be impossible to observe such unless inspection is conducted at that time, and under prescribed conditions.

The inspection and report is not intended to be used as a warranty, guarantee, promise or insurance policy regarding the property condition or future condition, or against the property being free from deficiencies expressed or implied, and/or that Inspector will locate and report on all such defects and deficiencies. The inspection and written report are prepared for the sole, confidential, and exclusive use and possession for the Client. Inspector is not liable for prohibited misuse, misinterpretation or reliance on such by any third party.

The Inspector is not required to move personal property, debris, soil, vegetation, furniture, equipment, carpeting, insulation or like materials which may impede or limit visibility, or to access roofs, crawlspaces or un-floored attic areas where personal or property injury or harm may result. Concealed or latent defects are excluded from this inspection.

Systems and items not covered include, but are not limited to: security, sprinkler, intercom, telephone, cable, satellite, solar, vacuum, well, septic, water conditioning systems, portable A/C units, whirlpool tubs, pools, spas and their components, storm windows and doors, screens, awnings, oven clocks, timers, self clean features, accuracy of any thermostats, lightning arrestors, thermo-pane window seals, safety glass, internal furnace combustion systems, heat exchangers, chimney liners, component installation or recalls, any detached buildings or fences, and any cosmetic items such as wallpaper, window coverings, paint, and floor coverings. **Also excluded is** any reporting on adequacy, life expectancy, operational capacity, performance, quality, design, or suitability of any systems or components in the home.

The inspection and report do not address the possible presence of any environmental substance such as asbestos, radon, lead paint, formaldehyde, contaminants, pesticides, toxins, disease, buried fuel tanks, mold, mildew, fungi and/or all other similar substances/conditions, nor the presence or absence of insects, pests, termites or wood destroying insects/organisms.

NOTICE OF CLAIMS: Client understands and agrees that any claim for failure to accurately report the visually discernable conditions at the subject property, as limited herein above, shall be made in writing and by phone and reported to the Inspector within ten(10) days of discovery. Client further agrees that with the exception of emergency conditions, the Client, Client's agent or independent contractor will make no alterations or repairs to the claimed discrepancy prior to a re-inspection by the Inspector. Client agrees and understands that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

LIMITS OF LIABILITY: Liability for mistakes or omissions in the Inspection Report is limited to the refund of the fee paid for this Inspection and Report. The liability of the Inspector's principles, agents, and employees are also limited to the fee paid. This liability limitation is binding on the Client and Clients spouses, heirs or representative. Client assumes the risk of all losses greater than the cost of the Inspection. Client agrees to immediately accept a refund of the fee paid as full settlement of any and all claims which may ever arise from this Inspection.

ARBITRATION: 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 the inspection and inspection report shall be submitted for final and binding arbitration in Wake County, North Carolina under the Rules and procedures of the American Arbitration Association. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any court of competent jurisdiction.

ATTORNEYS FEES: The prevailing party in any dispute arising out of this agreement, the inspection, or inspection report(s) shall be awarded all attorneys fees, arbitration fees and other related costs.

WAIVER OF STATUTE OF LIMITATIONS: An action to recover damages for any act or omission of the Inspector relating to the inspection or home inspection report must be brought no more than one (1) year from the date the home inspection was performed and may be initiated only by the Client for whom the home inspection was conducted.

GOVERNING LAW & SEVERABILITY: This Agreement shall be governed by North Carolina law. 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.

PRIVACY: By signing this agreement the Client agrees to receive future business communications from Home Helpers Inc. Home Helpers Inc. will never sell or otherwise divulge any Client contact information to any other outside sources.

FEES: Inspection fees are based on both the square footage and age of the property to be inspected. Re-inspections and additional trips start at \$150. Payment is due upon completion of the on-site inspection unless other arrangements have been agreed upon by both parties. Payments deferred until closing are subject to an additional service charge. There will be \$35.00 charge if any form of payment is subsequently dishonored. 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 inspection fee.

ENTIRE AGREEMENT: 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 change or modification is in writing and signed by the party against whom enforcement is sought.

Inspection Fee:	\$	Service charge:	\$
Radon Test Fee:	\$		\$

Client has read, understands and agrees to the terms and conditions of this contract and gives authorization to release all information contained within the written report to other interested parties, unless otherwise noted.

Client Name: (print) _____ Phone #'s _____

Client Signature: _____

Mailing Address: _____ E-mails _____

INSPECTOR NAME
Home Helpers Inc.
North Carolina Licensed Home Inspector # #####