

Client: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

E-mail: \_\_\_\_\_

Property to be inspected : \_\_\_\_\_

**Parties present for Inspection:** Agent for (Buyer) or (Seller) / Client / Seller /  
Others (listed here) \_\_\_\_\_

Date and Time: \_\_\_\_\_

**CAREFULLY REVIEW THIS CONTRACT -  
HAVE YOUR ATTORNEY REVIEW IT IF YOU WISH**

**PROPERTY INSPECTION AGREEMENT**

The Client(s), inspector(s) and the Company agree to submit all disputes to binding arbitration. The **STANDARDS OF PRACTICE** of the NCHILB shall be used as the relevant standard of care when applicable. The arbitration shall be administered under the rules & procedures of Construction Arbitration & Mediation Services (CAMS) 4822 -209 Albemarle Rd., Charlotte, NC 28205. Property or equipment in dispute will be made available for viewing, and the hearing shall be held at the subject property or other suitable place(s) as the arbitrator may designate. All signatories further agree that the arbitration shall not take place until the **Dispute Claim Form** is returned completed to the inspection company and meeting all conditions pursuant to this agreement. All signatories agree that the disputing party shall be solely responsible for arranging arbitration. All signatories further agree that the decision of the arbitrator appointed thereunder shall be final and binding judgment on the Award and may be entered in any court or competent jurisdiction. The Client(s) further agree that conditions of the systems and structure are subject to change over time and that no claim shall be made against the company or inspector later than one (1) year after the date of the inspection for any reason.

**LIMITATION OF LIABILITY:** I have read, understand, and agree to be bound by the terms of this contract, or have re-negotiated them *in writing* to my satisfaction. I am aware that this is a limitation of liability and a contract between myself and the inspection Company, and I sign of my own free will. In the event of a partial or full refund of the inspection fee and/or report fee, such refund shall be accepted by the undersigned as full and final settlement of all claims and causes of action against the inspector and the inspection company. **By my signature, I accept all contractual terms herein and acknowledge receipt of a copy of this agreement.**

Client: \_\_\_\_\_ DATE: \_\_\_\_\_

Client: \_\_\_\_\_ DATE: \_\_\_\_\_

Accepted: John Woodmansee Building Co., Inc.  
dba The Home Inspector  
President /SEAL

<b>Services Requested:</b>	<b><u>Fees</u></b>
Home Inspection (Full) (Focused)	\$ _____
Radon Testing	\$ _____
Water Testing	\$ _____
Other: _____	\$ _____
<b>Total Fees</b>	<b>\$ _____</b>

**DISCLOSURE:** Unless initialed below the Client(s) authorize and direct the disclosure of information within this report to their agent for the purpose of clarification. I understand that this disclosure is subject to the indemnification and hold harmless provisions of the paragraph's # 5 and #7.

**Initial Here ( ) If Inspection Report Disclosure Is Not Allowed**

**SCOPE OF THE WORK:** The intent of the inspection is to visually screen for “exposed to view” things that need major repair or further evaluation by a specialist. It is limited to the readily accessible and visible major systems, components & equipment of the primary premises. The home inspection shall be performed in accordance with the **STANDARDS OF PRACTICE** of the **North Carolina Home Inspector Licensure Board (NCHILB)**.

**INSPECTION** refers to a comprehensive, visual overview versus an intensive and/or detailed diagnostic evaluation of the systems inspected. No warranty or guaranty is provided with the home inspection report, expressed or implied, intended or made and there is no guaranty of adequacy or performance of structure, systems or their component parts. **THIS INSPECTION IS NOT A WARRANTY OR AN INSURANCE POLICY AGAINST LATENT, UNDISCLOSED OR FUTURE DEFECTS** and the Client(s) will purchase such instruments from others if they so desire.

**RANDOM SAMPLING:** Certain items are randomly sampled or checked in a visual inspection. These areas and components are, but not limited to:

- \* Window/door operation, hardware & screens
- \* Electric receptacles, switches, lights, wiring and current limiting devices
- \* Cabinet / countertop mounts and functions
- \* Insulation depth, R-value and integrity
- \* Roof covering materials or the underside of roof sheathing/framing

**HIDDEN DAMAGES & CONDITIONS: WE WILL NOT** be able to find damage or conditions that are out of view or concealed. Recently painted surfaces may hide evidence of damage or leaks. Client agrees and understands that evidence of plumbing or other system repair needs may show up on finished interior surfaces **after** the Client takes possession and **will not** be the responsibility of John Woodmansee Building Co., Inc. dba The Home Inspector, or its agents. We are not at liberty to:

- \* Perform destructive testing or assessments.
- \* Lift carpets, remove ceiling panels, insulation, vapor barriers, etc.
- \* Move appliances, clothing, furniture, shelving, heavy, delicate or personal items.
- \* Check mechanical equipment during inappropriate weather.
- \* Perform a technically exhaustive inspection.

5. **THE SIGNATORY** of this agreement hereby certifies that they have read all of the agreement and agree and that they are legally empowered to sign and bind all interested parties to this agreement and shall hold John Woodmansee Building Co., Inc. dba The Home Inspector, and its agents, hereinafter known as the Company harmless in the event of any disputes with all other parties as of this action.

6. **DISPUTE RESOLUTION and BINDING ARBITRATION:** The Client(s) agree that any dispute, controversy, or claim including claims for, but not limited to, breach of contract, any form of negligence, property damage or bodily injury and/or any fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to the inspection company for consideration on a form, heretofore known as the **Dispute Claim Form**, provided by the Company upon request, describing how the inspection report failed to meet the **STANDARDS OF PRACTICE** of the NCHILB. The Client(s) further agree to allow the Company, and any other accompanying advisor for the Company, to examine the disputed equipment or area within 14 days of receiving the written complaint for the purpose of discovery. Repairs or replacements accomplished without consultation with the Company shall completely relieve Company of any and all liability. Upon receipt of the **Dispute Claim Form** the Company, after exercising the aforementioned rights for examining the disputed equipment, will determine the validity of the claim and whether a "fee refund" shall be made.

9. **RIGHT OF ENTRY:** I warrant that I or my agent have made all necessary arrangements with the selling party for the inspection company to enter and inspect the property described in this agreement including operation of all built-in appliances, operating faucets/ valves and checking drain lines for functional flow of waste water.

10. **CANCELLATION:** I agree that the inspection company shall be entitled to a Cancellation Fee of \$100.00 if the inspection is cancelled on the day of the appointment. [Cancellation Policy available upon request.]

11. **PARTICIPATION:** I have been encouraged to attend the inspection and meet with the inspector on site. I understand that my, or my personally chosen designee's, participation shall be at our own risk for falls, injuries, etc. and that damage caused by me or my designee to personal property or systems owned by the seller shall be my own liability and not the inspection Company or agent thereof

12. **SAFETY:** The inspector (s) will not inspect any area that poses an obvious threat to safety. Steep (over 5/12 pitch), slippery or brittle roofs are not mounted. DO NOT follow the inspector up the ladder onto the roof. Attic areas that are not floored and wet (water standing or muddy) soil areas in crawl spaces are not entered. Any suspicious equipment (where safety is in doubt) will not be operated.

13. **EQUIPMENT/INSTALLATIONS/UTILITIES:** Ages of equipment are estimated and installations are not checked against manufacturer's recommendations. Only those utilities actually listed are presumed to exist. Only primary heating equipment is operated. Secondary, or abandoned-in-place, heating equipment will be presumed to be disconnected and no longer in service.

14. **RESTRICTED ACCESS:** In the written report, the Client should interpret areas designated as "restricted or limited access" as a warning that this area, and systems or components in this area, have not been inspected. The Client should have such areas inspected by a specialist when a non-restricted access permits. The Client agrees that any system or area that cannot be inspected due to conditions or restricted access is not

the responsibility of the inspection company.

15. **PUBLIC RECORDS:** The inspection work concerns the on-site physical property only. No checks are made for such things as: public records, traffic density, noise, odors, flood zones, building value, appraisal, zoning ordinance conformation, warranty or transfer disclosure, contracts, etc.

16. **CODES:** No judgments will be made regarding compliance with any governmental codes or other regulations, including building, sewer, electrical, mechanical or zoning. Such codes are normally guides applicable during construction and are executed by duly authorized personnel to interpret and cite as per their own judgment. Your inspector is not an authorized code official. Check with local code authorities regarding compliance with applicable codes. No judgments are to be made regarding geological factors, water, soil, or material analyses or health and environmental considerations.

17. **PEST & WOOD DESTRUCTION:** No inspection for mice, ants, reptiles or bats, or for non-wood destroying pests of any kind, is performed. The Client is strongly advised to consult with a licensed pest control company for a "pest inspection" regardless of our findings. It is preferable to schedule the pest inspection to occur during the time of the home inspection.

18. **WEATHER CONDITIONS:** The weather will impact the inspection, usually with a mix of pluses and minuses. Extremely cold weather presents a challenge to heating systems but prevents operation of air conditioning equipment while warm weather affects the systems operations conversely. Wet, rainy weather can aid in spotting roof leakages and basement seepages but will prevent mounting and walking a roof. Snow and ice can obscure roofing, flashing, landscaping and any components on top of the ground that are covered with snow. The Company will not be able to return to check the property during alternate weather conditions unless a second paid appointment is scheduled. Any components that were not visible for inspection due to inclement weather become the Client's responsibility to check prior to purchase.

19. **WHOLE AGREEMENT:** This written document, including everything on the front and back side, contains the entire agreement of the parties.

20. **DELIVERY** of a written report of the inspection shall be provided to the Client (s), and/or their agent, within four (4) business days after the work is performed. Posting by U.S. Mail, e-mail and/or by Fax, as desired by the Client (s), shall constitute delivery unless additional charges are specified for an alternate carrier.

21. **INSPECTION:** refers to a comprehensive overview versus an intensive detail diagnostic evaluation. Clients are expected to act upon the written report contents immediately. **The following systems or areas are generally beyond the scope of a home inspection and the "Standards of Practice".**

- \* Hot tubs, swimming pools and equipment and electrical systems around the pool area, spas or saunas, water softeners, humidifiers, self-cleaning action and temperature regulation of ovens, and sprinkler systems.
- \* Low-voltage equipment, lighting including photocell-assisted exterior lighting and smoke alarms other than accessible, push-button, smoke alarms.
- \* Solar-powered equipment, security alarms, stereo/intercoms, antennae, phone or TV/PC cable and built-in vacuum systems.
- \* Roofs pitched over 5/12, or chimneys and other roof/wall components inaccessible from a thirteen foot ladder.
- \* No consideration is given to the cosmetic aspects of the home or appliances, other than

normal functioning of the built-ins (not including refrigerators or freezers).

**We will not be able to:**

- \* Turn on (1) main water valves, (2) light pilots for appliances or (3) operate electrical panel breakers for any reason.
- \* Detect intermittent occurrences in any systems.
- \* Check underground or hidden piping, etc.
- \* Evaluate electrical parts and internal heating/cooling system components including furnace heat exchangers, cooling coils, condensate drain pans and inaccessible (no floored access) components.
- \* Enter "restricted access" areas or report on components (fans, electrical connections, plumbing, roof & floor structure) located in those areas. The report will, nonetheless, be considered complete.
- \* Assess the accuracy of thermostats or timers.
- \* Check secured, drained/winterized or tagged equipment/faucets, etc.
- \* Detect chimney flue liner cracks/breaks or draft stoppages in appliance flues.
- \* Check leakage or seepage occurring intermittently or under wet weather conditions.
- \* Note the presence of pests/chemicals including, but not limited to, asbestos/lead paint, formaldehyde, radon (except as additional charge), presence of fuel oil tanks, or surface or underground soil contamination.
- \* Determine or check environmental hazards, water or air quality, toxic or allergenic substances in the dwelling, soil or system components.

22. **PRE-SETTLEMENT INSPECTION:** I accept that this work is no substitute for a pre-settlement inspection for which I am responsible. I understand that damages, mechanical failures, symptoms or clues to improperly functioning components may appear after this inspection and before my legal acceptance of the property. The inspector and the Company are not liable for failure to report or identify any condition that is not readily and visibly apparent as of the date of the inspection. **I further agree to consult with the seller, or a licensed technician, regarding all items listed as needing repairs or listed as "Monitor" prior to purchase.** I understand that consultation with a licensed technician regarding any listed items could result in a more in-depth diagnostic of the system and that would be in my own best interest.

23. **PROPERTY:** The report information shall be subject to use by the company as a condition record of the properties' systems at the time of inspection and may be used by the company for data collecting.

24. **REPAIRS & SUBSEQUENT INSPECTIONS:** I understand that Company is not obligated 1) to make subsequent inspections related to repairs, unless separate re-inspection appointment is ordered at additional charge 2) consult with the seller, seller's agent or contractor/workmen regarding how repairs should be performed. The Client is advised to request that licensed or otherwise qualified technicians perform repairs and that all repairs be outlined in a detailed letter/statement or invoice, especially if the work is performed by non-licensees. In the event that an inspection of repairs is performed, the Client agrees that the Company will not be held liable for the quality of repairs or the performance of other contractors.

25. **ATTORNEY'S FEES:** If the Client (s) make a claim against the Company for any alleged error, omission or other act arising out of this work and fail to prove such claim, the Client (s) will pay all attorney's fees, arbitrator's fees, legal expenses and other costs incurred by the inspection Company or any other person or entity in defense of the claim.

26. **SEVERABILITY:** If any tribunal determines that any portion of this contract is

unenforceable, that tribunal shall enforce the remainder of the contract as though the unenforceable portion did not exist.

27. **MODIFICATION:** The terms of the contract may only be modified in writing and signed by all parties hereto.

28. **DEFINITIONS:** The term "the Company" or the "inspection Company" or similar phrases refer to John Woodmansee Building Co., Inc. dba The Home Inspector. The term "inspector (s)" refers to any employee or agent used by the Company to help complete an inspection of the subject property, and all are included in the term "Company" The term "subject property" refers to the property identified at the top of this agreement as "property to be inspected".

29. **THIRD PARTY LIABILITY:** The Client requests this inspection and report for my personal and confidential use only. If this report is released I promise to indemnify and hold harmless the Company for any claims of any type made by others.

**This box ( ) will be checked if:**

**Client merely skimmed the form and signed it even though they were encouraged to take their time to thoroughly read this form prior to signing.**

**30. The following are exempted by Client request:**

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**Initial ( ) If anything is to be exempted From Report**

**ABOUT THE INSPECTION AGREEMENT...**

**Please read it, sign it, and return a copy to us BEFORE we begin our inspection.**  
We need to have you understand what we do and don't do before we go to work for you.

**-- What if we don't sign?**

Then we worry about working for you, as your expectations may not correlate with a home inspection as defined by the North Carolina Home Inspector Licensure Board's Standards of Practice.

**-- Why all this very formal and legalistic verbiage?**

Because this helps protect the inspector and gives you a fair basis for what you can expect us to do.

Think for a minute about what you want and our duty to you. You may have some worries about specific problems at this home; so you will want us to evaluate and report these problems, and everything else wrong, so that you will have a complete list of repair and correction demands to make of the seller. Even if you are buying on an "as is" basis, you want to know what is ahead for you as a homeowner. Our task is to be as thorough in our "problem hunt" as is reasonable, given the time and cost of our inspection.

We only have a few (3-5) hours to do our inspection. We could take longer but most people would find both the cost, and the time required, to be prohibitive. Therefore, our contract emphasizes that we sample for certain problems. We look, but do not dismantle. We probe and test things, but do not damage. We are known for being very thorough, but perfection is beyond us. We cannot offer a guarantee that every defect will be found...yet you have the assurance that you have engaged one of the profession's

most experienced and committed inspectors to ferret out the problems.

Even so, you may find that a technically exhaustive, take-things-apart, test-every-component routine is what you want. That's when you call in specific experts, e.g., a structural engineer to measure components, or a furnace technician to disassemble the cooling and heating appliances. This in-depth approach is very expensive, but possible.

Occasionally, we will advise you to get a second opinion from a technical expert on some specific problem if we do not feel qualified to make a judgment.

**-- So what value am I getting by using John Woodmansee, The Home Inspector?**

In one word: **EXPERIENCE.**

Twenty-three years of skilled, careful home inspections.  
Ask our clients, and you will find that we are famous for:

- Our thoroughness and skill in finding defects
- Our depth of experience from working on & inspecting more than 6000 homes
- Our eagerness to help you be an "expert" on your home
- Our professional, printed reports with photographs which give you a clear picture of your home's condition.

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**PLEASE NOTE THAT WE STRONGLY ENCOURAGE OUR CLIENTS TO ATTEND THE INSPECTION.**

Clients who are actually on-site with the inspector get much more from the inspection experience and have far fewer questions about things inspected verses those who do not attend. Watch what we do, ask questions (but please do not follow the inspector onto the roof!). The signed Agreement form can be returned to the inspector on-site at the beginning of the inspection.

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**We thank you for choosing our company to handle your inspection needs and appreciate your cooperation in reading, signing and returning the Agreement form to us prior to your inspection.**