



Home Inspection Contract

**PLEASE SIGN AND RETURN THIS CONTRACT
on/or BEFORE INSPECTION DATE**

Home Inspection Report Number: 51915-1

Inspection Fee: \$350.00

Inspection Site: 123 Any st, Any Town, North Carolina 12345

Client Name: Customer Name

Client Address: , ,

Inspection Date: Tuesday, April 21, 2015

HOME INSPECTION: This Home Inspection Agreement contains the terms and conditions of your (the "Client") contract with Novy Home Inspections, LLC for a limited visual inspection. This agreement contains limitations on the scope of the Inspection, remedies and liability. By signing below, Client represents and warrants that Client has secured all approvals necessary for Novy Home Inspections, LLC to gain access to and conduct the Inspection of the Property. Kevin Novy of Novy Home Inspections, LLC, herein after known as the "Inspector", agrees to conduct an Inspection according to the Standards of Practice (SOP) of the North Carolina Home Inspector Licensure Board (NCHILB) for the purpose of informing the Client of major deficiencies in the condition of the Property mentioned in this contract. Client is strongly encouraged to attend the inspection. Client agrees to inform Inspector of any concerns that Client has regarding the Property prior to the inspection. The Inspection and Report are performed and prepared for the sole, confidential and exclusive use of the Client. The report is the property of the Inspector and Client and shall not be transferred to any other person or company without the Client's written consent. Client agrees to indemnify, defend and hold harmless Inspector from any third party use, misinterpretation or claims relating to Client's Inspection or Inspection Report.

PURPOSE: The purpose of this Home Inspection is to identify and disclose visually observable major deficiencies of the inspected systems. The information stated in the Inspection Report is valid to the best of the Inspector's knowledge at the time of the inspection only. Any damage to the property or failure of its components is not the responsibility of the Inspector. Any area which is not exposed to view or is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other item is not included in this Inspection. The Inspection does not include any destructive testing, probing or dismantling of any kind. Client agrees to assume all risk for all conditions which are concealed or inaccessible at the time of Inspection. The majority of the structure and systems/components of a home are hidden from view. An absolute complete inspection would only be possible through destructive or invasive investigation; if this type of inspection is desired or needed an engineering company specializing in construction defects should be consulted. The owner and the builder have the responsibility of disclosure. It is recommended that the Client directly ask for disclosure related to past occurrences that presented defects, major repairs that have taken place, history of harmful water penetration, and known problems or construction errors. The inspection of a new or vacant home should be considered as incomplete or preliminary until system loads are applied, and a second inspection in 6 to 12 months is recommended. The inspection will be performed in accordance with the SOP of the NCHILB. Please visit the North Carolina Home Inspector Board to obtain a copy of this standard.
http://www.ncdoi.com/OSFM/Engineering_and_Codes/HILB.aspx

EXCLUSIONS: The Client acknowledges that the following is a brief list of items that are beyond the scope of the Home Inspection, acknowledges that a complete list is available for review within the NCHILB SOP: building code verification, load bearing alignments, heating and air conditioning sizing, energy efficiency, suitability for intended use, detached building, wood burning inserts stoves, water softening systems, wells, septic systems, floor /wall coverings, conditions of materials covered during remodeling or upgrades, cosmetic defects, paint conditions, lead paint, pet odors, mold, mildew, rodents, bats, insects, sanitary conditions, abandoned wells,

abandoned fuel storage, window air conditioning units, central vacuum systems, spas, saunas, playground equipment, sprinkler systems, underground utilities such as electrical and plumbing, antennae, tool sheds, phone lines, cable lines, irrigation systems, portable heating or cooling equipment, chimney flue liners, washing machine drains, intercom systems, alarm systems, surface chips/scratches to plumbing fixtures, and driveway surfaces. The Client acknowledges that a Home Inspector cannot identify problems or conditions that are out of view or have been purposefully covered up. The Home Inspection does not include lifting carpets, looking behind vinyl or other siding materials, removing ceiling panels, removing insulation, removing vapor barriers, moving furniture, moving personal items, disassembling HVAC systems for inspection of heat exchangers, coils, fans, or ducts. Inspectors are not required to report on the following: life expectancy of any component or system; the causes of the need for a repair; the methods, materials, and costs of corrections; the suitability of the property for any specialized use; compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; the market value of the property or its marketability; the advisability or inadvisability of purchase of the property; any component or system that was not inspected, the presence or absence of pests such as wood damaging organisms, rodents, or insects; or items not permanently installed.

SAFETY: The Client acknowledges that the Home Inspector will not: Enter any area or perform any procedure that may damage the Property or its components or be dangerous to or adversely affect the health or safety of the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the effectiveness of any system installed to control or remove suspected hazardous substances; Predict future condition, including failure of components; Project operating costs of components; Inspect special equipment or accessories that are not listed as components to be inspected in the SOP; Disturb insulation, except as required in Rule .1114 of the NCHILB SOP when hazardous conditions are not present.

HEALTH AND ENVIRONMENTAL ISSUES: This Home Inspection does not cover health or environmental issues and is beyond of the scope of the Home Inspection. This exclusion includes but is not limited to: determining the presence or absence of any suspected adverse environmental condition or hazardous substance, including mold, toxins, carcinogens, noise, radon, and contaminants in the building or in soil, water, and air. If the Client has concerns related to the environmental health of the home or the presence of fungal growths such as mold, an industrial hygienist should be consulted to conduct an environmental inspection prior to purchasing the home.

WARRANTY: This Home Inspection, according to the NCHILB SOP, shall provide the Client with a better understanding of the Property's condition as observed at the time of the Home Inspection. This Inspection is not intended to be technically exhaustive. This Home Inspection will be performed to the best of Home Inspector's ability; however, this does not imply a warranty or a guarantee that the Property or the Home Inspection will be without flaw, it should not be relied on as such. The Home Inspector does not guarantee that all defects will be located, recognized, identified, or reported. The Home Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. Novy Home Inspections, LLC is not a Guarantor, nor Insurer.

LIMITS OF LIABILITY: The Client acknowledges that the liability of the Home Inspector, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the home 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 Home Inspector for the Home Inspection (Inspection Fee). The Client acknowledges that liability be limited to one year and that the liquidated damages described above shall be the exclusive remedy for said liability. The Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the Property. This aforementioned remedy for damages shall be exclusive even if the Client has been advised of the possibility of other such damages. The Client acknowledges that the Home Inspector reserves the right to amend the report to correct typographical or other errors. The inspection report is the property of the home inspector. The report cannot be sold or transferred by the Client. If the Client has reason to believe that there is an omission, typographical error, error or deficiency in the inspection or in the report, he or she must notify the Home Inspector in writing within 30 days of the delivery of the report, and make the property available for re-inspection by the Home Inspector or an expert of the Home Inspector's choice. Repairs or property modification must not be made prior to re-inspection. As described previously, the Home Inspector shall not be held liable for more than the Inspection Fee that was charged even in the event of violation or breach of the contract. The Home Inspector may choose to return the Inspection Fee as a final settlement in the event of a dispute. In the event that the Home Inspector decides not to return the Inspection Fee disputes are to be settled by the arbitration using the arbitrator or law firm of the Home Inspector's choice.

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.

FEES AND PAYMENT PROCEDURES: The total fees due for this home inspection assumes information provided to Inspector at the time of scheduling is accurate. Inspection fees are based on the heated square footage and age of the structure and are subject to correction. Additional fees may apply to (but are not limited to) homes with additional HVAC, electrical, kitchen or plumbing components, detached structures, distressed, foreclosed, investment/rental properties, and cluttered/unsanitary structures and must be paid in full before the inspection report is released. Client agrees to pay the corrected amount based on the corrected information at the time of inspection. Failure to notify Inspector of such conditions at the time of scheduling may result in the inspection being aborted and the Client responsible for a re-scheduling fee of no less than \$150. When services are rendered, payment to Inspector is due whether Client decides to purchase the home or not. All fees are due at or before the time of inspection via cash, check or PayPal. Home inspection reports cannot be released until payment is made in full. Service charges will apply to returned checks. Payments cannot be deferred until closing.

CLIENT RESPONSIBILITY: The purpose of the Home Inspection is to provide the Client with a better understanding of the property's condition as observed at the time of the Home Inspection. The home inspection report contains information concerning systems or components found not to function as intended or in need of further evaluation and repair. It is the Client's responsibility to read the complete inspection report and follow up with further investigation and repairs prior to the purchase of the home. The acceptance of the inspection report binds this contract between the home inspector and the client under the guidelines of this contract which limits the inspector's liability to a time period not to exceed one year and the paid inspection fee.

The following items will not be inspected per this Contract Agreement:

[Heating Systems (visual inspection only - summer inspection)]

Inspector's Name: Kevin Novy, NC Home Inspector # 3535

Inspector's Signature:

Kevin Novy

Client's Name: Customer Name

Client Signature:

Date:
