

DAVIS HOME INSPECTION AND RENOVATION COMPANY

Real Estate Inspection Contract
509 Worthington CT, NE, Concord, NC 28025
Phone 704-786-0392 dhi@carolina.rr.com

THIS CONTRACT LIMITS OUR LIABILITY ... PLEASE READ IT CAREFULLY
THIS CONTRACT NEEDS TO BE SIGNED BY THE CLIENT PRIOR TO THE START OF THE INSPECTION

X Client: \_\_\_\_\_ Property Address: \_\_\_\_\_
X Address: \_\_\_\_\_
X Client(s) Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_ Cell: \_\_\_\_\_

- 1. DAVIS HIR Company, is hereby employed by Client(s) to perform a limited visual inspection...
2. Absolutely no warranties or guarantees are given or implied for any latent or concealed defects.
3. DAVIS HIR Company is not liable for any defects or deficiencies which cannot be reasonably discovered during the limited visual inspection.
4. The inspector will inspect and report on the following Items / Components only unless that area has been marked for exclusion from our services:

- 1. STRUCTURAL COMPONENTS - Foundation, floors, walls, columns, ceilings, and Roof.
2. EXTERIOR OF STRUCTURE - Wall claddings, entryway doors, decks, steps, eaves, driveways and a representative number of windows.
3. ROOFING - Roof coverings, roof drainage systems, flashing, skylights, and chimneys, as viewed from the ground or at eaves on ladder only...
4. PLUMBING - Interior water supply and distribution system, interior drain waste and vent system, hot water system, and sump pump.
5. ELECTRICAL - 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:
6. HEATING - Permanently installed heating system and its controls, chimneys, heat distribution system, including fans, pumps and duct exterior only, and automatic safety controls.
7. AIR CONDITIONING - Normal operating control of the central air conditioning system and the distribution system.
8. INTERIOR - including walls, ceiling, floors, steps, a representative number of cabinets and a representative number of doors and windows
9. INSULATION AND VENTILATION - Insulation vapor barrier, ventilation of attic and foundation, kitchen, bathroom and laundry venting system, and the operation of any readily accessible attic ventilation fan temperature permits
10. BUILT-IN KITCHEN APPLIANCES -The observation and operation of dishwasher, range, trash compactor, garbage disposal, ventilation equipment, permanently installed oven and microwave oven.

I UNDERSTAND AND AGREE WITH WHAT IS INSPECTED AS LISTED ABOVE IN 4.0 - 4.10 ABOVE X ...initial

- 5. THE FOLLOWING ITEMS ARE OUT SIDE THE SCOPE OF THIS INSPECTION AND NOT INSPECTED:
1) Any area which is not exposed to view, is concealed, intermittent, or is inaccessible because of soil, walls, floor, carpets, ceiling, furnishings, or any other thing is not included in this inspection.
2) The inspection does not include any destructive or invasive testing, or dismantling.
3) Client agrees to assume all risk for the conditions which are concealed from view at the time of the inspection.
4) This is not a home warranty, guarantee, insurance policy or substitute for real estate disclosures which may be required by law.
5) Roofs are not walked on due to safety concerns.
6) We do not ignite or turn on any system or appliance that has been turned off, shut down, or disconnected.
7) Building code or zoning ordinance violations.
8) Any concealed, hidden or intermittent damage of any kind.
9) Geological stability or soil condition, lot drainage or flood plan location of lot or home.
10) Structural engineering analysis.
11) Termites, ants, pests or other wood destroying organisms.
12) Rats, mice or snakes or other such animals.
13) Asbestos, radon, Formaldehyde, lead, water or air quality, electromagnetic radiation or any environment hazards.
14) Building value or appraisal or cost estimates.
15) Condition of detached dwellings including electrical, plumbing or any other item.
16) Specific components noted as being excluded on the individual systems inspections forms and the NCHILB Standards of Practice.
17) Private well or sewage / septic tank(s) or systems.
18) Pool, spas, saunas, steam baths, fixtures and underground piping.
19) Chimney linings, flues, crowns, fire/smoke chambers and dampers.
20) Radio controlled devices, low voltage systems such as intercoms, time clock controls.
21) Water softeners/purifiers or solar system.
22) Furnace heat exchangers, heat strips, coils or condensation units.
23) Security systems, vacuum systems, intercom systems or personal property.
24) Storm windows, storm doors, screening, shutters, awnings & similar seasonal accessories.
25) Prediction of life expectancy of any item.
26) Proper assembly or support of ceiling fans, wobble or tightness of blades or electrical boxes.
27) Air quality, leakage or infiltration. Electronic air filters, humidifiers or de-humidifiers.
28) Organic growth of any kind. Including Toxic Mold contamination or "sick-building syndrome".
29) Heat testing if temperature is > than 85 degrees ; Cooling testing if temperature is < 65 degrees for 24 hrs. or more.
30) Cosmetic / aesthetic defects.
31) The presents or absence of Safety Glass in doors, windows or any other places.
(Some of the excluded items above may be added for additional fees to the inspection-check with your inspector)

6. We / this Inspector is not qualified to detect the presence of Chinese Drywall. Accordingly the issue of Chinese Drywall (and its potential problems) is beyond the scope of the inspection report.

7. The price for this inspection with the exclusions identified above shall be \$ \_\_\_\_\_

8. The following have been excluded from this inspection see (#5 above) also SEE the INSPECTION REPORT FOR ANY ITEMS.

9. Payment is due by the end of the Home inspection we accept all personal and business checks.

10. I was asked to read, initial and sign this pre-inspection agreement prior to the inspection date, I have done so and I am in agreement with it unless otherwise noted by calling the Inspection Company X ...initial

see EXCLUSIONS AND LIMITATIONS on Page 2.

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- 11. EXCLUSION AND LIMITATIONS: The parties acknowledge and agree that this inspection is limited to visual observation of apparent conditions existing at the time of the inspection only.
12. ARBITRATION: Should the client believe that DAVIS HIR Company be liable for any issues arising out of this inspection, then client shall communicate said issues in writing to the DAVIS HIR Company within (10) days of the date of inspection.
13. ACKNOWLEDGMENT: This inspection is performed for the sole, confidential and exclusive use and possession of the Client.
14. Client gives DAVIS HIR Company authorization to give copy of or the inspection report to their Realtor for disposition.
15. LIMIT OF LIABILITY
16. AGREEMENT: This contract represents the entire agreement between DAVIS HIR Company and the Client.

I/WE HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREE TO PAY THE FEE LISTED ON Page 1, FEE MUST BE PAID AT TIME OF INSPECTION UNLESS OTHERWISE AGREED TO BY DHI PRIOR TO THE INSPECTION. I/WE GIVE AUTHORIZATION TO CHARGE MY CREDIT CARD IF FEE IS NOT PAID WITHIN 40 DAYS OF INSPECTION DATE.

X Client's Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_
X Co-Client's Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_
Inspectors Signature: Thomas W. Davis Printed Name: Tom Davis Date: \_\_\_\_\_