

HOME INSPECTION ORDER AND CONTRACT

PO Box 303 Hillsborough NC 27278 919.717.1768

Address of property to be inspected: _____

Client / Party Ordering Inspection: _____

Scheduled access: _____

This agreement is between the client named on page 2 of this contract and 5 Star Home Inspections LLC.

I (Client) hereby request a limited visual examination of the structure at the address named listed, for my sole use and benefit. I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have.

SCOPE OF INSPECTION: The scope of the inspection and report is a limited visual inspection of certain readily accessible systems and components of the home to identify any system or component listed in the report, which may be in need of immediate major repair. The inspection will be performed in accordance and compliance with the standards of practice of the North Carolina Home Inspector Licensing Board, a copy of these which is available from the board. The scope of the inspection is limited to the items listed within the report pages delivered to the client. We reserve the right to modify the report for a period of time not to exceed forty-eight (48) hours after the report has been delivered to the client.

OUTSIDE THE SCOPE OF THE INSPECTION: Any area, which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or anything else is not included in this inspection. This inspection is not technically exhaustive. 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. Evaluation and reporting of minor, easily correctable, typical wear and tear, or cosmetic defects and deficiencies is not the intent of this inspection: if such conditions are reported it is as a courtesy only.

Whether or not they are concealed, the following **ARE OUTSIDE THE SCOPE OF THIS INSPECTION:**

- Building code or zoning ordinance violations
- Geological stability or soils condition
- Structural stability or engineering analysis
- Termites, pests or other wood destroying organisms and mold
- Asbestos, radon, formaldehyde, lead, lead paint, water or air quality, electromagnetic radiation or any environmental hazards
- Building value appraisal or cost estimates
- Condition of detached buildings
- Pools or spas and underground piping and sprinkler systems
- Specific components noted as being excluded on the individual system inspection forms
- Private water or private sewage systems and all underground piping
- Saunas, steam baths, or fixtures and equipment
- Radio-controlled devices, automatic gates, elevators, lifts and thermostatic or time clock controls
- Water softener / purifier systems or solar heating systems
- Furnace heat exchangers, freestanding appliances or personal property
- Telephone and television cables, security systems, intercom systems, low voltage systems and central vacuum systems
- Adequacy or efficiency of any system or component
- Prediction of life expectancy of any item

(Some of the above items may be included in this inspection for additional fees. Check with the inspector)

This is not a home warranty, guarantee, building code inspection, engineering evaluation, insurance policy or substitute for any disclosure statement as may be required by law.

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. Absolutely no warranties or guarantees are given or implied for any latent or concealed defects. Any and all problems observed or recommended repairs should be verified by other specialized experts or contractors and Client must do so at Client's expense or otherwise assume all risks associated with failure to do so. 5 Star Home Inspections LLC and its employees or agents shall not be held liable for the cost of repairing any defects or deficiencies, whether present at the time of the inspection or arising in the future, or for any consequential property damage or bodily injury of any nature.

If 5 Star Home Inspections LLC is asked by the client to perform a re-inspection of the property, it is understood and agreed that such re-inspection is not the same as the original home inspection and does not take the place of the Client doing their own pre-closing walk through of the property. A re-inspection is solely for the purpose of reviewing the items requested for repair by the Client and all repairs are the responsibility of the party performing the repairs.

PROPERTY ADDRESS: _____

HOME INSPECTION ORDER AND CONTRACT

CONFIDENTIAL REPORT: The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client and inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the inspection report. Client agrees to maintain the confidentiality of the inspection report and agrees to indemnify, defend, and hold inspector harmless from any third party claims arising out of Client's distribution of the inspection report.

ARBITRATION: Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by binding arbitration conducted in accordance with the rules of the recognized arbitration association, Construction Arbitration Services, Inc. or an arbitrator who is a full time building inspector with a minimum of six (6) years experience as a building inspector. The inspection will be judged in accordance with the NC Standards of Practice and Code of Ethics. The arbitrator shall conduct summary judgement motions and enforce full discovery rights as a court would as provided in civil proceedings by legal code.

ATTORNEY'S FEES: The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorney's fees, arbitrator fees and other costs.

SEVERABILITY: Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the Inspector. Client understands and agrees 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. Any action must be commenced within one (1) year from the date of inspection. The Inspector shall have no liability for any action commenced more than one (1) year after the date of inspection.

THIS CONTRACT LIMITS THE LIABILITY OF 5 STAR HOME INSPECTIONS LLC. PLEASE READ CAREFULLY.

LIMITATION ON LIABILITY

INSPECTORS LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. THE LIABILITY OF INSPECTOR'S PRINCIPALS, AGENTS, AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANY KIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION. Client will commence all claims, actions, and complaints of any kind involving this inspection within 180 days of the date of this inspection. Failure by Client to do so will forever bar Client from instituting any and all claims, actions and complaints of any kind involving this inspection. Client understands that if Client wants an inspection WITHOUT A LIMIT ON LIABILITY TO A REFUND OF THE FEE PAID for the inspection, Client may pay an additional fee to receive a report without the limitation.

Client(s) Initials _____

By initialing here, you authorize us to distribute copies of the Report to the real estate agents directly involved in this transaction, who are not designated beneficiaries of the Report, intended or otherwise.

Client(s) Initials _____

Address _____ Total Fee \$ _____

Client _____ Report # _____

By signing below you acknowledge that you have read, understand and agree to the scope of the inspection and agree to all of the terms and conditions of this contract and also agree to pay the fee listed above.

Client signature: _____ Dated: _____

Printed name: _____

Inspector: _____ License Number: _____ Dated: _____

Signature on behalf of Owner: 5 Star Home Inspections LLC PO Box 303, Hillsborough, NC 27278