



Inspector Name: Johnny Kay SC Lic #327 / NC Lic #1909 / ASHI #243480

Client Inspection Contract Agreement

This Agreement Contains a Limit of Liability and Arbitration Clause, Please Read Carefully

This contract is an agreement between the CLIENT(S) as named and Arrow Home Inspection Service, LLC (US, WE, OUR) to perform an inspection of dwelling structure or building according to the Standards of Practice of ASHI and the SCLLRB or the NCHILB. These standards of practice inform the CLIENT(S) of what a home inspector should report, and what a home inspector is not expected to report. The purpose of the inspection is to provide the CLIENT(S) with a better understanding of the property’s **condition as observed at the time of inspection**. WE agree to email or mail the CLIENT a report within three business days of the inspection or receipt of the signed agreement (whichever is later).

OUR inspection purpose: OUR inspection/report will meet the “Standards of Practice”. OUR inspection is a generalist observation and is not technically exhaustive. The purpose of the inspection is to disclose the general conditions of the building, improvements, mechanical systems, and built-in kitchen appliances as they exist on the day and time of the inspection. It is to determine whether or not a system (HVAC, electrical, etc) is working properly. WE are not responsible to determine all that may be wrong with a system, just whether or not a second opinion is needed from a qualified licensed contractor(s)/specialist(s). These specialists will determine the steps necessary to correct. Their troubleshooting may reveal additional items not mentioned in this report. WE are not responsible for items mentioned or not mentioned in this report.

Defining the inspection: The report will include inspection of:

Structural Components – Foundation, Sub-floor, Piers, Columns, Foundation wall, Floor joists and Sills, Girders, Roof framing, Ceiling joists, Roof Decking, Exterior and Interior walls;

Exterior – Wall cladding, Flashing, Trim, Front door, Rear doors, Side doors, Sliding Glass Doors, Windows, Garage, Deck, Exterior balcony, Stoop, porch, Rails, Soffit/Eaves, Fascia, Driveway, Patio/Slabs, Walks, Retaining Walls, Vegetation, Trees/Limbs, Grade/Drainage;

Roof – Roof coverings, Style, Gutters, Flashings/Roof penetrations, Skylights;

Plumbing – Water supply, Water distribution, Waste and Vent Pipes, Functional Drainage, Fuel Supply and Vent piping, Outside faucets, Kitchen Sink, Laundry connections, Water heater, Bathrooms;

Electrical – Service entrance, Service wires, Grounding equipment, Main panel, Sub-panels, Over current/fault protection, Ground fault protection, Receptacles, Light fixtures, Ceiling fans, Switches, Smoke detectors, Doorbell;

Heating – Manufacturer, Type, Capacity, Energy source, Capacity, Unit location, Operation, Controls, Flue, Ducts/Distribution;

Central Air Conditioning - Manufacturer, Type, Capacity, Energy source, Capacity, Unit location, Operation, Controls, Ducts/Distribution;

Interior – Walls, Ceilings, Floors, Steps & Stairways, Interior balconies & railings, Counters & Built-in Cabinets; Interior doors; Windows;

Insulation & Ventilation – Basement, Crawl space, Attic, Whole House fan, Bathroom vents, Dryer vent;

Built-in Kitchen Appliances – Dishwasher, Range, Oven, Trash compactor, Garbage disposal, Range hood vent, Microwave;

The inspection is a visual observation and is not technically exhaustive. No opening of walls, moving furniture, appliances, stored items, and excavations are performed. Disassembly of equipment (e.g. heat exchangers) or activating equipment/system(s) that has been “shut down” is not performed by US. If the building is occupied at the time of inspection, there may be areas in the structure that are not visible or accessible for inspection. WE cannot see through walls, enter inaccessible areas, and predict future occurrences that may occur after the inspection has been performed. CLIENT(S) understands that conditions in the home components, systems, and structure can and may experience change(s) after the inspection for which the CLIENT(S) agree the WE are held harmless from any and all liability related to such changes.

OUR inspection does not include: Negotiating with builder/owner/seller, building codes verification, design or engineering services, load bearing alignments, detached buildings or structures (and interior components), and buried fuel tanks. Systems and conditions that are not within the scope of the inspection, but are not limited to are the presence of any adverse environmental conditions or hazardous substances, pest infestations/wood destroying organisms/rodents and their damages, portable equipment (washers, dryers, window air conditioning units), refrigeration units, security systems, telephone or television systems, fire or lawn sprinkler systems, swimming pools, spas/jetted tubs/jacuzzis, tennis courts, playground or other recreational or leisure appliances or equipment, low voltage systems, intercoms, heat detectors, carbon monoxide detectors, built-in vacuum equipment, ancillary wiring that is not a part of the primary electrical distribution system, Stucco (hard coat or synthetic), anything buried, the interior of flues, flue connections, the life expectancy of any component, locating refrigerant leaks, a board-by-board/brick-by-brick exterior inspection, below ground septic or drainage systems, water wells, zoning ordinances, building codes, water filtration systems, window treatments/blinds, window thermal seals, clocks, solar systems, lightning arrestors, or any items considered cosmetic in nature. Exterior and roof inspections are performed from the ground. Components that are buried, concealed, or hidden (including behind shrubbery, insulation, walls, personal property, furniture, etc), camouflaged, not visible, not accessible, located in an area that may be dangerous or unhealthful to enter and/or difficult to inspect are beyond the scope of this inspection. All components and conditions, which by the nature of their location are concealed, camouflaged or difficult to inspect, will be excluded from the inspection /report. WE do not inspect heat exchangers, gas packs, boilers, etc., for cracks. The inspection of areas/homes/buildings that WE feel endangers our safety or well-being will be aborted.

CLIENT(S) obligations: CLIENT(S)/APPOINTED AGENT have made an on-site personal examination of the property prior to the inspection and agree to notify US of any issues or concerns they have and any disclosure issues or no representation by the seller. CLIENT(S) has preexisting concerns with the following components, systems, etc., (list here or separate attachment) _____. CLIENT(S) has obtained a right of entry to perform this inspection from the seller or seller’s representative and has made arrangements for the home to be open during the inspection and that all utilities are “on” to the structure. CLIENT(S) agrees to retain appropriate licensed contractor(s) to further inspect and repair all concerns and issues before the close of escrow. CLIENT(S) is urged to call US before they close on the home to review or ask any questions CLIENT(S) may have regarding this inspection/report. CLIENT(S) is responsible for payment in full of all of OUR fees whether or not CLIENT(S) purchases the property and will inform us in advance if the home or neighborhood is distressed.

Client(s) Initials: _____ (indicates you have read and understand this page)

CLIENT(S) Attendance / Opinion: The inspection report represents OUR opinion of the property at the time and day of the inspection. OUR interpretation of what may be good or fair may be different than the CLIENT(S). CLIENT(S) is strongly encouraged to be present at the time of inspection so WE will have a better understanding of each other's perceptions.

Stucco Inspection: WE do not perform, have not performed, and will not perform stucco cladding inspections. In-depth stucco cladding inspections are recommended to be performed by qualified licensed stucco specialists.

Optional Inspections: Available **services for additional fees**. Not initialing beside these optional inspections indicates you decline any additional services.

Radon Gas Test: Conduct an approved EPA approved short term radon test at this property. The Environmental Protection Agency (EPA) believes **“Radon is the leading cause of lung cancer among non-smokers. Radon is the 2nd leading cause of lung cancer in America...”**

Additional fee is \$100.00 Initial here _____ (to have a Radon Test performed)

Limited Visual Allergen/Mold Inspection: CLIENT(S) understands and agrees that whereas WE may report on suspicious stains/mildew/mold-like substances, that the inspector is not an environmental hygienist and is not providing the service of a “mold inspection/inspector” under this agreement. Advanced inspection services to identify any suspicious mildew/mold/fungi-like substances are available at additional costs from Arrow Home Inspection Service, LLC, and under a separate agreement form. **Initial here _____ (to receive more information regarding mold inspection service).**

Warranty/Limitations//Claims: The inspection is to reduce the risk of finding a potential problem, not to eliminate them, WE do not guarantee that all defects will be located, reported, identified, or recognized, CLIENT(S) understand the inspector cannot eliminate all the risks to buying a house/building nor do WE assume it, CLIENT(S) agrees that OUR limit of liability shall not exceed the amount paid for the inspection. WE are not a warranty company, nor do WE carry insurance or warranty claims, and the report is not intended to be used as guarantee or warranty expressed or implied, regarding the adequacy, performance, or condition of any building, building improvements, mechanical systems or appliances. By retaining OUR services CLIENT/(S) acknowledges, understands, and agrees to the statements and terms contained herein, and will hold US harmless to any claims made. If the CLIENT(S) believes WE have made an error or omitted an item the CLIENT(S) feels should have been inspected the CLIENT(S) agrees to notify US in writing of the alleged error or omission within one week of their discovery of the item(s) and agrees to allow US a reasonable opportunity to re-inspect, address, and repair the alleged error or omission prior to any repairs being performed. Failure on behalf of the CLIENT(S) to notify US in writing and grant US a reasonable opportunity to re-inspect, address, and repair the alleged item(s) is admission by the CLIENT(S) that the condition did not exist at the time of inspection and shall constitute a remise, full release, and forever discharge US from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, judgments, damages, claims, administrative claims, and demands whatsoever in law or equity. If CLIENT(S) makes a claim against US for an alleged error, omission, or other act arising out of the this inspection report and fails to prove such claim, CLIENT(S) agrees to pay all attorneys' fees, arbitrator's fees, legal expenses, and costs incurred by US in defense of this claim. In the event of a refund of inspection fee or portion thereof, or any other sum, such refund shall be a full and final settlement of all present and future claims, administrative claims, and causes of actions, complaints, etc., and WE shall be thereupon generally and fully released. This inspection is not for third party use; CLIENT(S) requests this inspection/report for their confidential use only. WE will not release this report to any third party without client approval. If CLIENT(S) decides to release this report to others CLIENT(S) agrees to defend, indemnify, and hold US harmless for any damages claimed by others. CLIENT(S) agrees that WE will only be named as an expert witness in litigation issues and CLIENT(S) agrees to execute our litigation agreement prior to naming us an expert witness. Should any buyer or entity disclaim authority of contract signer to act as an agent of any or all buyers, then the signer of the contract herein indemnifies US for all costs, damages, judgments, and expenses incurred by US, including attorney's fees, regarding any claims against us made by buyer or entity that relies on report or other representation or conduct of US or agents thereof.

Arbitration Clause: Any dispute concerning the interpretation of this agreement arising from the Inspection and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted by Construction Arbitration & Mediation Services PO Box 23390 Charlotte, NC 28227. Any legal act arising from the Inspection and report must be commenced within 90 days of the date of the inspection. If any portion of the agreement, inspection, and/or report is struck down, then all other clauses will remain valid and in force.

Payments/ Fees: Inspection fees are based on the total square footage (unheated and heated) and age of the structure and are subject to correction. Additional fees may apply to distressed, foreclosed, investment/rental properties, and cluttered/unsanitary structures and must be paid in full before the report is released (discount will not apply); failure to notify US of such a property at the time of scheduling may result in the inspection being aborted and the CLIENT(S) will be responsible for payment in full. All payments must be made at the time of inspection, or through the closing attorney (**payment at closing must be secured with a credit card**). Cancellations with less than 48 hours notice will be billed for payment. If payment is not received within 30 days of the inspection or 7 days after closing date on this agreement, the Client(s) authorizes Arrow Home Inspection Service, LLC, to charge the credit card listed below. **When services are rendered, payment to Arrow Home Inspection Service, LLC, indicated in the amount below is due whether CLIENT(S) decide to purchase the home or not.** Failure to make payment within 30 days of the inspection or closing, which ever comes first, may result in collection activity and the CLIENT(S) understands that CLIENT(S) will be liable for interest from the date of the inspection, collection costs, court costs, and/or attorney fees.

DOES CLIENT(S) give their permission and authorize US to release the original, and/or a copy of the inspection report to the CLIENT(S)' Realtor or real estate agency, solely for the purpose to aid the CLIENT(S) who is to pay for this inspection?

Initial one _____ **YES** _____ **NO**

By signing below CLIENT(S) understands and agrees to all terms and conditions including the limit of liability and arbitration clause.

CLIENT(S) Name _____

Signature(s) _____

CLIENT(S) Current Address _____

Email Address _____

Phone Number(s) _____