



41 Mayflower Ct, Cameron, NC 28326

573-842-1313

### Home Inspection Contract

Client(s) Name: \_\_\_\_\_

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

Client(s) Address: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

Client(s) Phone: \_\_\_\_\_

Time of Inspection: \_\_\_\_\_

HRT Home Solutions LLC is hereby employed by Client(s) to perform a limited visual inspection of the apparent conditions in readily accessible areas in and about the structures located at the above address ("Property") existing at the time of inspection. Generally accepted professional inspection standards and methods will be used. **The home inspection is being performed in accordance with the standards of practice of the North Carolina Home Inspector Licensure Board (NCHILB). A copy of these standards can be found at [www.nchilb.com](http://www.nchilb.com).**

- STRUCTURAL COMPONENTS- *Including foundations, floors, walls, columns, ceilings, and roofs.*  
**Excluding:** \_\_\_\_\_
- EXTERIOR OF STRUCTURE- *Including wall claddings, entry doors, decks, steps, eaves, driveways, and a representative number of windows.*  
**Excluding:** \_\_\_\_\_
- ROOFING: *Including roof coverings, roof drainage systems, flashing, skylights, and chimneys.*  
**Excluding:** \_\_\_\_\_
- PLUMBING- *Including interior water supply and distribution systems, interior drain waste and vent system, hot water system, fuel storage and distribution systems, and sump pump.*  
**Excluding:** \_\_\_\_\_
- ELECTRICAL- *Including 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.*  
**Excluding:** \_\_\_\_\_
- HEATING SYSTEM- *Including permanently installed heating system and its controls, chimneys, heat distribution system (including fans, pumps, and ducts), and automatic safety controls, but excluding an exhaustive evaluation of the furnace heat exchanger.*  
**Excluding:** \_\_\_\_\_
- CENTRAL AIR CONDITIONING- *Including normal operating control of the system and the distribution system.*  
**Excluding:** \_\_\_\_\_
- INTERIOR- *Including walls, ceilings, floors, steps, a representative number of cabinets and a representative number of doors and windows.*  
**Excluding:** \_\_\_\_\_
- INSULATION & VENTILATION- *Including insulation vapor barriers, ventilation of attic and foundation, kitchen, bathrooms and laundry venting systems, and the operation of any readily accessible attic ventilation fan when temperature permits.*  
**Excluding:** \_\_\_\_\_
- BUILT-IN KITCHEN APPLIANCES- *Including the observation and operation of dishwasher, range, trash compactor, garbage disposal, ventilation equipment, permanently installed oven and microwave oven.*  
**Excluding:** \_\_\_\_\_

1. Client requests a visual inspection of the structure identified at the above property address by HRT Home Solutions LLC and the client has secured all necessary approvals for HRT Home Solutions LLC to enter the property. This inspection is not intended to provide the client with information regarding the advisability of this purchase or the market value of the property. This inspection does not include any detached buildings unless negotiated with an additional fee.
2. Client warrants that (a) Client has read this Contract carefully, (b) Client understands the Client is bound by all the terms of this Contract, and (c) Client will read the entire Inspection Report and follow every recommendation for repairs, maintenance, safety or further evaluation by a specialist. Furthermore, Client agrees that if such action is not undertaken and documented that HRT Home Solutions LLC shall be held harmless for any subsequently alleged defects or deficiencies regarding that specific component/system or condition.
3. **CONFIDENTIAL REPORT:** Client understands that the inspection and the Inspection Report are performed and prepared for Client's sole, confidential use. Client agrees that Client will not transfer, disseminate or otherwise disclose any part of the Inspection Report to any other persons. The ONLY exceptions to this non-disclosure are as follows: (a) one copy may be provided to the current Seller, (b) one copy may be provided to the Real Estate Agent directly representing Client and/or Client's lending institution for the use in the Client's transaction only, (c) one copy may be provided to the Attorney directly representing Client, (d) one copy may be provided to the builder of the home. IN THE EVENT THAT ANYONE OR ANY ENTITY CLAIMS DAMAGES AS A RESULT OF THE RELIANCE UPON THE INSPECTION REPORT, AND SEEKS RECOMPENSE FOR SAID DAMAGES FROM HRT HOME SOLUTIONS LLC, Client agrees to indemnify, defend, and hold HRT Home Solutions LLC and/or Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the Inspection Report, including but not limited to, any claims caused by the alleged negligence, breach of contract, fraud, misrepresentation, or any other theory of liability of the company.
4. **SCOPE OF INSPECTION:** The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any area, which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing, or those areas/items, which have been excluded is not included in this inspection. The inspection does not include destructive testing or dismantling. In addition to the other LIMITATIONS provisions in the Contract, Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exist in any area excluded from inspection by the terms of this agreement. Maintenance and other items may be discussed but will NOT form a part of the inspection report. The following areas/items, systems and components are among those NOT INCLUDED in the scope of inspection:

*Code or Zoning Violations/Permit Research/Building value appraisal/ADA compliance/Repair cost estimates/System or component installation/Adequacy of efficiency of any system component/prediction of life expectancy of any item/Latent or concealed defects/Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing/Soil condition/Termites or other Wood Destroying Organisms, rodents or other pests/Dry rot or fungus or the damage from or relation to the preceding/Asbestos, radon gas, lead paint, mold, urea formaldehyde, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites, Sick Building Syndrome or other environmental or health hazards./Spas/Hot tubs/Swimming pools/Saunas/Steam baths/Fountains or other types of or related systems or components/Water Softener or purifiers/Private water or sewage systems/Seawalls, docks, davits, boat lifts or other marine equipment/Radio controlled devices/Telephone and cable television wiring and service/Automatic gates/Elevators/Lifts/Dumbwaiters/Thermostatic or time clock controls/Radiant heat systems/Furnace heat exchanger/Solar heating systems/Heat pump recovery units/Gas appliances such as fire pits, barbecues, heaters, lamps, and pool heaters/Main gas shut off valve/Gas leaks/Seismic or hurricane safety/Flood zone determination/Previous flood history/Low voltage and landscape lighting systems/Personal property/Items specifically noted are excluded in the inspection report/Odors & noise or any adverse condition that may affect the desirability of the property/Proximity of railroad tracks or airplane routes/Unique or technically complex systems or components If inspection is desired in any of the areas/items, systems or components listed above, then Client shall contact the appropriate professionals. (Some of the above items may be included in this inspection for additional fees-check with your inspector) If your inspector recommends consulting other specialized experts, the client must do so at client's expense.*

5. CLIENT UNDERSTANDS THAT THE INSPECTION AND THE INSPECTION REPORT DO NOT, IN ANY WAY, CONSTITUTE A/AN: (1) GUARANTEE, (2) WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (3) EXPRESS OR IMPLIED WARRANTY, OR (4) INSURANCE POLICY. ADDITIONALLY, NEITHER THE INSPECTION NOR THE INSPECTION REPORT IS SUITABLE FOR ANY REAL ESTATE TRANSFER DISCLOSURES THAT MAY BE REQUIRED BY LAW.
6. The written report to be prepared by HRT Home Solutions LLC shall be considered the final and exclusive findings of the structure. Client understands and agrees that Client will not rely on any oral statements made by the inspector prior or subsequent to the issuance of the written Inspection Report. Client further understands and agrees HRT Home Solutions LLC reserves the right to modify the inspection report for a period of time that shall not exceed 2 business days after the inspection report has first been delivered to the Client.
7. **LIMITATION ON LIABILITY:** It is agreed that HRT Home Solutions LLC, its employees, officers, owners, and heirs, are not in anyway insurers of the property inspected and that payments for the inspection services provided herein are based solely upon the value of those services, and it is not the intention of the parties that HRT Home Solutions LLC assume responsibility: (1) for any loss occasioned by malfeasance or misfeasance in the performance of the services on this Contract, (2) for any loss or damage sustained through burglary, theft, robbery fire or other cause, or (3) for any liability on the part of HRT Home Solutions LLC by virtue of this Contract or because of the relationship hereby established. If there shall, notwithstanding the above provision, at any time be, or arise, any liability on the part of HRT Home Solutions LLC by virtue of this misrepresentation of HRT Home Solutions LLC or otherwise, such liability is, and shall be limited to a sum equal to the price charged for the inspection service, which sum shall be paid and received as liquidated damages. Such liability is herein set forth as liquidated damages and not as a penalty, and this liability shall be complete and exclusive. HRT Home Solutions LLC MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND ANY SUCH WARRANTY IS SPECIFICALLY EXCLUDED AND DISCLAIMED.
8. **DISPUTES:** Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the property, shall be made in writing and reported to the inspector within 30 days from the date of inspection. Client further agrees that, with 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.
9. **ARBITRATION:** It is agreed that any dispute, controversy, interpretation or claim, including claims for, but not limited to, breach of contract, any form of negligence, 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 final and binding arbitration in accordance with the rules of Construction Dispute Resolution Services (CDRS). The accepted standards against which this inspection will be judged will be the current Standards of Practice of the North Carolina Home Inspector Licensure Board, where pertaining. Property or equipment in dispute will be made available for viewing and arbitration, and arbitration will occur at the property. The decision of the arbitrator appointed hereunder shall be final and binding and judgement on the award may be entered in any court of competent jurisdiction. **CLIENT UNDERSTANDS AND AGREES THAT IN ANY SUCH ARBITRATION ALL OF THE LIMITATIONS OF LIABILITY PROVISION OF THIS AGREEMENT SHALL APPLY.**

10. Any legal action, including the arbitration proceeding more specifically described above, including but not limited to, those proceedings involving claims sounding in tort or contract against HRT Home Solutions LLC, or it's officers, agents, or employees, must be brought with one (1) year from the date of inspection, or same will be deemed waived and forever barred. Time is expressly of the essence. This time period may be shorter than otherwise provided for by law. It is agreed and understood that the arbitrator, in rendering any decision above, is to apply the laws of the State of North Carolina.
11. **ATTORNEY'S FEES:** The prevailing party in any dispute relating to this contract, the inspection, or Inspection Report(s) shall be awarded all reasonable attorney's fees, arbitrator fees and other costs.
12. **Client understands and agrees that if he or she is not present at the time of the inspection or does not sign this Inspection Contract that this Contract will become part of the Inspection Report, and therefore delivery of the Inspection Report to the Client (by mail, in person, or via the internet) will constitute acceptance of ALL the terms and conditions of this Contract.**
13. **SEVERABILITY:** If any of this Contract is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in full force and effect between the parties.
14. **PAYMENT:** Payment is expected prior to the delivery of the Inspection Report. If HRT Home Solutions LLC arrives at a property to perform the inspection and is unable to perform the inspection for any reason that is outside of HRT Home Solutions' LLC control, a fee of \$200 will be assessed to the client.
15. **RE-INSPECTION FOLLOWING REPAIRS:** If HRT Home Solutions LLC is asked by the Client to perform a re-inspections of the property, it is understood and agreed that such re-inspections 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(s) and agreed upon by the Seller and is limited to only those items. In no way does any repair alter the original home inspection. All repairs are the responsibility of the party performing the repairs and should be done by a qualified, licensed contractor since they are responsible for the work completed. It is recommended that the Client(s) obtain receipts, documentation and warranty documents from the contractor to confirm that the work was completed and explain the extent of the warranty. New repairs should be monitored over a period of time to determine their adequacy and, if a problem develops, there still may be recourse against the contractor since many contractors will provide a one year warranty for defects in materials and workmanship. The price of the re-inspection is 50% of the original inspection fee. All conditions described under the payment section apply to the re-inspection fee.
16. **THIRD PARTY SERVICE PROVIDER (TPSP):**The inspector may have an affiliation with a third party service provider in order to offer you additional value-added services. By entering this contract (a)authorized your inspector to provide your contact information, including telephone number to the TPSP, (b) waive and release any restrictions that may prevent the TPSP from contacting you, including your telephone number.
17. **ENTIRE CONTRACT:** This Contract represents the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties.

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

Payment is due prior to the delivery of this inspection report. Payment may be made by cash, check, Visa, or MasterCard. A \$25 fee will be added to all returned checks. Payment of all inspection fees is not contingent upon the closing of the loan proceeding for the above property. Any legal fees incurred in order to collect payments will be charged to the Client(s).

**I have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed above.**

Client Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (one signature binds all)

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

HRT Home Solutions LLC, by \_\_\_\_\_ Date \_\_\_\_\_  
 Steven P. Evans (owner)