

**THIS AGREEMENT CONTAINS A LIMIT OF LIABILITY AND ARBITRATION CLAUSE, PLEASE READ COMPLETELY.**

This contract is an agreement between the CLIENT listed below, and King Construction, Inc (US, WE, OUR) to perform an inspection of a home or building according to the "Standards of Practice" of ASHI and the NCHILB or SCLLR. These standards of practice inform CLIENT of what a home inspector should report, and what is not expected of the home inspector to report. **OUR home inspection is a single trip generalist observation that is visual in nature and not technically exhaustive. Additionally, it is to provide CLIENT with a better understanding of the property's condition as observed at the time of the inspection.** OUR inspection/report will meet the "Standards of Practice". It will include an inspection of: Structural Components, Exterior, Roofing, Plumbing, Electrical, Heating, Central Air Conditioning, Interior, Insulation, Ventilation and built-in kitchen appliances. WE agree to email or mail the CLIENT a report within three business days of the inspection or receipt of signed agreement (whichever is later).

**OUR inspection does not include:** Negotiating issues with the builder/owner; a home warranty or insurance policy; items generally considered cosmetic; pools; spas; Jacuzzis; building code verification; design or engineering services; load bearing alignments; detached buildings or structures (and components inside); buried fuel tanks; environmental tests; the presence or absence of any suspected adverse environmental condition or hazardous substances; termites, wood destroying organisms, pests, rodents and their damages; refrigeration units; water filtration units; low voltage systems; security system devices; heat detectors; carbon monoxide detectors; telephone; cable TV; satellite equipment; intercoms; built-in vacuum equipment; or other ancillary wiring that is not a part of the primary electrical distribution system; window treatments; window thermal seals; mini-blinds; oven clocks, timers, clean features; solar systems; lightning arrestors; Stucco (hard coat & synthetic); water wells; septic fields; 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. Exterior and roof inspections may be performed from the ground. Components that are concealed, 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. Movement of personal items, panels, covers, insulation, furniture, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility is beyond the scope of this inspection. WE will not operate heating or cooling systems in temperatures that may cause damage to the unit (A/C under 65 degrees or Heat Pump over 65 degrees). WE do not inspect heat exchangers, gas packs, boilers, etc. for cracks. Utilities, plumbing, gas, and electrical must be turned "on" for the inspection of these areas. Furnaces must be "on" or capable of being turned on by using normal operating controls. Pilot lights must be "lit" in order to inspect these components or systems. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation will be performed. 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. The inspection of areas/homes that we feel endangers our safety or well being will be aborted.

**Additional Inspection Options:** (by not initialing desire for any additional services listed below client declines any additional services)

**Delayed Payment:** Payment is due at the time of the inspection (cash, check, Visa/Mastercard). For an additional \$75.00 we will allow payment to be made within 30 days or at the close of escrow (whichever is first). A valid credit card, closing date, and attorney is required for delayed billing. All payments must be made within 30 days of the inspection regardless of closing status. Initial here \_\_\_\_\_ if you would like the delayed payment option.

**Thermal Imaging Scan:** For an additional fee of \$ \_\_\_\_\_ we will perform a Thermal Imaging Scan of the home at the time of the inspection, conditions permitting. Thermal imaging is a technology well beyond any standards of practice that may help us identify issues that are not readily visible including water intrusion, insulation deficiencies, HVAC issues, electrical issues, roof and wall leaks, etc. Examples of items found with thermal imaging are available at [http://www.inspectorpaul.com/charlotte\\_thermal\\_imaging\\_infrared\\_nc\\_sc.html](http://www.inspectorpaul.com/charlotte_thermal_imaging_infrared_nc_sc.html) CLIENT(S) need to execute the attached Thermal Imaging Addendum and make payment at the time of the inspection. Initial here \_\_\_\_\_ if CLIENT(S) wishes to have a Thermal Imaging Scan.

**Radon Test:** For an additional fee of \$ \_\_\_\_\_ we will conduct an EPA approved short term radon test at the listed property. The Environmental Protection Agency (EPA) believes "Radon is a cancer-causing natural radioactive gas that you can't see, smell or taste. Its presence in your home can pose a danger to your family's health. Radon is the leading cause of lung cancer among non-smokers. Radon is the second leading cause of lung cancer in America and claims about 20,000 lives annually." Additional info is available at <http://www.inspectorpaul.com/radongastesting.html> Initial here \_\_\_\_\_ if CLIENT(S) wishes to have a Radon Test.

**Limited Visual Mold Inspection:** I agree and understand that whereas Inspector Paul, Inc. may report on suspicious stains or mold-like substances, that the inspector is not an environmental hygienist and is not providing the service of a "mold inspector" under this agreement. CLIENT(s) must execute our Limited Visual Mold Inspection Agreement and make payment at the time of the inspection to obtain a limited visual mold inspection. Initial here \_\_\_\_ if CLIENT(S) wishes to have a limited visual mold inspection or more information regarding this service.

**Hard Coat Stucco Inspection:** For an additional \$ \_\_\_\_\_ we will perform a limited visual inspection of the hard coat stucco on the listed property. Initial here \_\_\_\_ if CLIENT(S) wishes to have a limited hard coat stucco inspection. Call for a Synthetic Stucco Inspection Quote.

**Detached Building Inspection:** For an additional \$100.00 we will perform a limited visual inspection of the structural components and installed electrical components and plumbing components of a detached structure up to 500 square feet. Initial here \_\_\_\_ if CLIENT(S) wishes to have a limited detached building inspection. Call for a quote on a larger structure.

**CLIENT obligations:** CLIENT has made an on-site personal examination of the property prior to the inspection and agrees to notify US of any issues or concerns they have and any disclosure issues or no representation issues by the seller. CLIENT has preexisting concerns with the following components, systems, etc. (please list if any) \_\_\_\_\_. CLIENT 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. CLIENT agrees to retain appropriate licensed contractor(s) to further inspect and repair all concerns and issues before the close of escrow. CLIENT is urged to call US before they close on the home to review or ask any questions CLIENT may have regarding this inspection / report. CLIENT is responsible for payment in full of all of our fees whether or not CLIENT purchases the property and will inform us in advance if the home or neighborhood is distressed.

**CLIENT(S) INITIALS:** \_\_\_\_\_

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

**OUR purpose** is to determine whether or not a system (electrical, heating, etc) is working properly. WE are not responsible to determine all that may be wrong with that system, just whether or not a second opinion is needed, such as a licensed electrician or HVAC contractor. They determine what steps are 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. WE are not a guarantee nor do we guarantee any items or opinions described on this report.

**Warranty / Claims / Limitations:** This 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 agrees that OUR limit of liability shall not exceed the amount paid for the inspection. By retaining OUR services CLIENT acknowledges, understands, and agrees to the statements and terms contained herein, and will hold US harmless to any claims made. WE are not a home warranty company nor do WE carry insurance on warranty claims. If the CLIENT believes WE have made an error or omitted an item the CLIENT feels should have been inspected the CLIENT 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 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 that the condition did not exist at the time of the 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 makes a claim against US for an alleged error, omission, or other act arising out of this inspection report and fails to prove such claim, CLIENT agrees to pay all attorneys' fees, arbitrator's fees, legal expenses, and costs incurred by US in defense of the 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 requests this inspection/report for their confidential use only. WE will not release this report to any third party without client approval. If CLIENT decides to release this report to others CLIENT agrees to defend, indemnify, and hold US harmless for any damages claimed by others. CLIENT agrees that WE will only be named as an expert witness in litigation issues and CLIENT 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 or 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.

**Additional Trips / Re-Inspections:** If CLIENT requests an additional trip to complete the inspection (i.e. utilities were not turned on, inaccessible areas, etc) CLIENT agrees to pay a \$100.00 per hour (or part of) additional trip fee. Re-inspections of repairs will be considered on a case by case basis and are billed at \$200.00 for the first hour (or part of) \$100.00 per additional hour (or part of). Fees include travel time and report writing time.

**Fees / Payment:** CLIENT is responsible for payment in full of all of our fees. The cost of the home inspection is based upon the age, total square feet (heated & unheated), and condition of the home to be inspected and is subject to correction. Homes in distress, cluttered, foreclosed, "short sales", for sale by owner, investment, and rental properties may be charged an additional fee, must be paid in full before the report is released. Failure to notify US of such a property at the time of scheduling may result in the inspection being aborted and the CLIENT will be responsible for payment in full. Payment must be made at time of inspection. Cancellations with less than 48 hours notice will be billed in full. If payment is not received within 30 days of the inspection, CLIENT authorizes King Construction, Inc. to charge the credit card listed below. Please be advised that when services are rendered payment to King Construction Inc. in full is due whether CLIENT decides to purchase the home or not. Failure to make payment within 30 days of the inspection or at closing, whichever comes first, may result in collection activity and the CLIENT understands that CLIENT will be liable for interest from the date of the inspection, collection costs, court costs, and or attorney fees.

Does the CLIENT give US the authorization 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 who is to pay for this inspection? Yes / No (circle one)

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

Location: \_\_\_\_\_

Scheduled Date: \_\_\_\_\_ Estimated Start Time: \_\_\_\_\_ Approx Total Sq. Ft.: \_\_\_\_\_

Fee: \_\_\_\_\_ CLIENT'S): \_\_\_\_\_

Signature:  \_\_\_\_\_ Email Address:  \_\_\_\_\_

CLIENT'S Current Address:  \_\_\_\_\_

Phone:  \_\_\_\_\_

Credit Card (circle one): Visa, MasterCard Card Number  \_\_\_\_\_

Expiration Mo/Yr  \_\_\_\_\_ 3 digit security code  \_\_\_\_\_ (last 3 digits on the back signature line of Visa or MasterCard)

Closing Date, Attorney, & Phone:  \_\_\_\_\_

**King Construction, Inc. dba Inspector Paul**  
**Thermal Imaging Addendum to Inspection Authorization**

This is an addendum to the Agreement regarding the inspection at (address):

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Thermal imaging is a technology exceeding any state or association standards of practice that allows the INSPECTOR to show you things about your home that no one can show you using other inspection methods. Thermal imaging produces images of invisible heat energy emitted from objects and systems in the home and allows us to measure it. Thermal imaging helps to diagnose the problem rather than merely identify symptoms and can sometimes, but not always, identify and document: Electrical faults before they cause a fire, overloaded and undersized circuits, circuit breakers in need of immediate replacement, missing, damaged, and/or wet insulation, heat loss and air infiltration in walls, ceilings, floors, windows and doors, water and moisture intrusion that could lead to mold, possible pest infestation, hidden roof leaks, before they cause serious damage, air conditioner compressor leaks, under fastening and/or missing framing members, structural defects, broken seals in double pane windows, energy loss and efficiency, dangerous flue leaks, damaged and/or malfunctioning radiant heating systems, unknown plumbing leaks, overheated equipment. These color images can then be included in the inspection report providing supporting documentation to the report. A picture is worth a thousand words.

1. CLIENT requests and authorizes INSPECTOR to perform a thermal imaging scan on the home listed above. The fee for this additional service will be \$\_\_\_\_\_, all of which is due prior to delivery of the thermal images/report.
2. INSPECTOR's liability arising for any damages allegedly arising out of any aspect of the thermal imaging service shall be limited to the additional amount paid for the thermal imaging scan. CLIENT voluntarily waives any claim or administrative claim for consequential, exemplary or incidental damages to the fullest extent allowed by law.
3. The thermal imaging scan will be limited in scope to the equipment used by INSPECTOR. The inspection will be a non-invasive and non-destructive examination of the visible, safely and readily accessible portions of the interior and/or exterior of the structure for atypical temperature/thermal variations. NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES REGARDING FUTURE USE, HABITABILITY, OPERABILITY, SUITABILITY, OR MERCHANTABILITY WITH RESPECT TO THE SUBJECT PROPERTY ARE PROVIDED.
4. Thermal imaging services do NOT include any inspections, examinations, testing or evaluations for harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to: mold, bio-aerosols, radon, lead, asbestos, non-biological airborne particulates, contaminants, petroleum products, petrochemicals, radioactive materials, electromagnetic radiation, plant, animal, or insect secretions or excretions. Infrared cameras are not moisture meters but can aid in identifying areas that warrant further investigation. If INSPECTOR offers any information or opinions about any of the forgoing, this information shall be deemed to be informational only and supplied as a courtesy to the CLIENT and shall not be deemed to be an amendment to this addendum or the inspection agreement.
5. CLIENT agrees to indemnify and hold harmless INSPECTOR, its agents, referring parties, employees, and inspectors for the presence of any harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to those listed in part 4 of this addendum as well as for any and all damages and liability for any mitigation, construction, or any other costs associated with the presence of any such hazards or substances or materials.
6. If CLIENT desires to obtain information regarding the presence of any harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to those listed in part 4 of this addendum, it is solely the responsibility of the CLIENT to contact and engage the services of qualified individuals or companies that specialize in the areas of specific interest or concern.
7. Recording of the inspection process is not allowed and disclosure must be made 72 business hours in advance if the intent involves a patent infringement investigation.
8. All of the other terms of the Agreement (Inspection Contract) are incorporated herein by reference.

**I have carefully read the foregoing and I understand, accept, and agree with all of the terms and conditions of this addendum.**

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CLIENT

(Date)