

**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 a specialty inspection of a home or building. OUR specialty inspection(s) are single trip generalist observations that are visual in nature and not technically exhaustive. Additionally, it is to provide CLIENT with a better understanding of the property's condition as related to that service and as observed at the time of the inspection. WE agree to email or mail the CLIENT a report within three business days of the completion of the inspection, receipt of signed agreement, or payment in full (which ever is later).

**OUR inspection does not include:** OUR inspection/report will not meet any "Standards of Practice". It will not include an inspection of: Structural Components, Exterior, Roofing, Plumbing, Electrical, Heating, Central Air Conditioning, Interior, Insulation, Ventilation and built-in kitchen appliances. Unless otherwise noted below our inspection will not include Items generally considered cosmetic, pools, spas, Jacuzzis, building code enforcement, 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 damages from pests/rodents, refrigeration units, water filtration units, low voltage systems, security system devices, heat detectors, carbon monoxide detectors, telephone, cable TV, intercoms, built-in vacuum equipment, or other ancillary wiring that is not a part of the primary electrical distribution system, window treatments, mini-blinds, oven clocks, timers, clean features, solar systems, lightening 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 are performed from the ground. Components that are buried, concealed, hidden (including behind shrubbery, insulation, walls, boxes, 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. Air conditioning systems will not be operated in outside temperatures of 65 degrees or less. WE do not inspect heat exchangers, gas packs, boilers, etc. for cracks. 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.

**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.

**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 may have and disclosure issues or no representation issues by the seller. CLIENT has obtained a right of entry to perform this inspection from the seller or seller's representative. 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.

**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 be limited to the amount paid for the inspection, less any lab fees. 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 \$150.00 additional trip fee. Re-inspections of repairs will be considered on a case by case basis and are billed at \$200.00 per hour including travel and report writing time and any lab fees.

**Fees / Payment:** WE reserve the right to charge an additional fee for homes in distress, cluttered, foreclosed, investment, and rental properties; 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 a \$150.00 trip fee. 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 by 7 days after the closing date on this agreement or 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. indicated in the amount below is due whether CLIENT decides to purchase the home or not. Failure to make payment within 30 days of the inspection 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.

CLIENT's Initials: \_\_\_\_\_

**Indoor Air Quality, Mold, Fungi Testing:** Indoor air quality can not be determined with out sampling and laboratory analysis. No one test can detect all IAQ related problems and testing for many IAQ contaminants can be costly. If mold or water penetration is found or suspected CLIENT is strongly urged to have such areas and the inside air tested. Testing for other IAQ contaminants may be possible if prior arrangements are made. Air testing should include one exterior sample and one interior air sample per floor at a minimum. Mold testing (swabs, tape lifts, air samples) are considered grab samples; a grab sample captures a small amount of a suspected substance and/or small amount of air and therefore does not constitute a technically exhaustive microbial investigation. WE bear no responsibility for subsequent and or consequent damages should CLIENT(S) decline an appropriate indoor air quality test. Non-viable mold samples are \$100.00 per sample, CLIENT(S) request quantity \_\_\_\_\_ (air, swab, tape lift) mold samples. CLIENT Initial(s):   ✓  \_\_\_\_\_

**Radon Testing:** The Environmental Protection Agency (EPA) believes "Indoor Radon is the second leading cause of lung cancer in the United States and the leading cause among non-smokers...About 1 in 15 homes has high radon levels." Radon is an odorless, colorless naturally occurring gas that can only be detected with specifically designed testing equipment. WE will install a continuous radon monitor and/or charcoal canisters for a minimum of 48 hours then return to collect the equipment and obtain a report. CLIENT(S) understand that we can not guarantee closed house conditions for 12 hours prior to and during the test or that the equipment will not disturbed and or the test compromised while left at the property, and agrees to hold us harmless from the results of the test. WE bear no responsibility for subsequent and or consequent damages should CLIENT(S) decline a radon gas test. CLIENT(S) request a Radon Gas Test for an additional fee of \$ \_\_\_\_\_ and agrees to all terms and conditions. CLIENT Initial(s):   ✓  \_\_\_\_\_

**Limited Under Construction Inspection:** For an additional \$200.00 per trip we will perform limited inspection(s) during the construction of the subject property. This inspection does not ensure or verify that our recommendations are repaired, repaired in a workmanlike manner, or that any construction project has been properly completed. Client understands that because the home is under construction inspector will only be able to provide a limited inspection/report because numerous items are either not installed or not working. Client has obtained permission from the builder to allow us to mark items in need of evaluation with a marker and/or paint. Client requests \_\_\_\_\_ new construction inspection trips and agrees to all terms and conditions. CLIENT Initial(s):   ✓  \_\_\_\_\_

**Pool/Spa Inspection:** For an additional \$ \_\_\_\_\_ we will perform a limited visual inspection of the properties swimming pool. This inspection will cover the condition of the pool liner (if applicable), surface, walls, and floor of pool, permanent accessories (ladders, steps, rails, and diving board). Pumps for circulation of water, vacuum, and or cleaning, pool heaters (if installed, turned on, and homeowner is present to operate them). If conditions permit, we will enter the pool and perform a dye test in an attempt to find leaks in the pool. Client understands that we do not guarantee that we will uncover a leak if one exists; you also understand that pools can develop leaks after the inspection. We can not inspect any portion of the pool that is not visible (i.e.: buried pipes, etc). Client requests a pool and spa inspection and agree to all terms and conditions. CLIENT Initial(s):   ✓  \_\_\_\_\_

**Water Quality Grab Sample:** For an additional fee of \$ \_\_\_\_\_ we agree to take a water sample and forward the sample on to a laboratory for examination. Client understands and agrees we are only taking a sample and that the laboratory is determining the results. Client agrees to hold us harmless from the results of the test(s). Client requests a water quality test and agrees to all terms and conditions. CLIENT Initial(s):   ✓  \_\_\_\_\_

**Limited Visual Stucco / EIFS Inspection:** For an additional fee of \$ \_\_\_\_\_ we agree to perform an inspection of the stucco or "EIFS" siding of the below listed property and agrees to follow the commonly developed protocols for inspecting "EIFS". Client authorizes us to perform an inspection of the synthetic stucco cladding of the below listed home. Client understands that this will involve "probing" the cladding with an EIFS moisture meter and steel prongs commonly referred to as an "ice pick". Client has obtained permission from the owner to perform this type of inspection. Client understands that we will seal the probe holes with caulking to the best of our ability and that while we will make every effort to locate any hidden high moisture levels in the cladding, we can not probe the entire surface(s). Client understands that our stucco inspection does not constitute a guarantee and that we do not offer stucco warranties. Client requests a stucco inspection and agrees to all terms and conditions. CLIENT Initial(s):   ✓  \_\_\_\_\_

**Limited Sprinkler System Inspection:** For an additional \$50.00 we agree to perform an inspection of the properties sprinkler system. We agree to check the sprinkler operation, including the visible: controllers, rotary heads, valves, connections, clamps, and drains. Client agrees and understands that the majority of a sprinkler system is underground and it is technically exhaustive to examine the underground and hidden components for leaks, etc. Client requests a sprinkler system inspection and agrees to all terms and conditions. CLIENT Initial(s):   ✓  \_\_\_\_\_

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)

Location:   ✓  \_\_\_\_\_

Date:   ✓  \_\_\_\_\_ Time:   ✓  \_\_\_\_\_

Total Specialty Inspection Fee:   \$  \_\_\_\_\_

CLIENT'S:   ✓  \_\_\_\_\_

CLIENT's Signature   ✓  \_\_\_\_\_

Email Address:   ✓  \_\_\_\_\_

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

Credit Card (circle one)   Visa, M/C, Amex, Discover   Card Number   ✓  \_\_\_\_\_ Expiration Mo/Yr \_\_\_\_\_

3 digit security code   ✓  \_\_\_\_\_ (last 3 digits on the back signature line of Visa or M/C)