## A Rock Solid Home Inspection, LLC 7900-D Stevens Mill Rd Suite 104 Matthews, NC 28104 Phone: 704-351-0308 Fax: 1-866-264-3431 E-mail: Mark@ARockSolid.com

## **Pre-Inspection Contract**

Client's Name:	"Property" inspection address:		
Current Address:			
Email Address:	Inspection Request By:		
Client's Phone:	Date-Time Inspection:		

(1). INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects- deficiencies that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure, and excludes all latent and concealed defects.

(2) Unless otherwise inconsistent with this Contract or not possible, INSPECTOR agrees to perform the inspection in accordance with the Standards of Practice of the applicable NACHI and N.C or S.C. Home Inspector Licensure Board/s. These Standards of Practice can be viewed from my website <u>www.arocksolid.com</u> these standards contain certain limitations, exceptions, and exclusions. This inspection is considered a point in time.

Items below can be selected by the client for exclusion from the inspection. Client can sign and describe in the selected areas below if you choose to exclude systems, areas or components from the home inspection. Leave fields below blank otherwise.

- A .CRAWL SPACE OR ATTIC -Excluding sign and describe:
- B. HEATING OR AIR SYSTEMS-Excluding sign and describe:
- C. BUILT IN KITCHEN APPLIANCES-
- Excluding sign and describe:
- D. OTHER ITEMS/AREAS -

## Excluding sign and describe:

(3) The client(s) acknowledge and agree that this inspection is limited to an observation of apparent conditions existing at the time of the inspection only. This inspection is not intended to provide the purchaser with information regarding the advisability of this purchase, the market value of the property, the compliance or non-compliance with codes, ordinances and statues, the suitability of this property for specialized use, the life expectancy of any component or system in the property, the presence or absence of pests or insects, or cosmetic or underground items or items that are not permanently installed. All heat exchangers, well, septic systems, and/or free standing storage sheds are not a part of this inspection. Reference is specifically made to the standards of practice and code of ethics of the North Carolina Home Inspector Licensing Board for a comprehensive listing of those items which are not required and, unless specifically included, will not be part of this inspection. Inspector reserves the right to make corrections for clerical or other errors in the report and report summary. INSPECTOR does not perform engineering, architectural, plumbing, HVAC, electrical, roofing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, and is therefore not qualified to perform additional technically exhaustive inspections beyond those within the scope of the basic home inspection.

(4) The client(s) understand the inspection report does not address and is not intended to address the possible presence of any danger from any potentially harmful substance and environmental hazards, including but not limited to Chinese drywall, radon gas, lead paint, asbestos, urea formaldehyde (UFFI), toxic or chemical analysis, airborne hazards, mold, polluted water, or under ground oil tanks. Further, A Rock Solid Home Inspection is not responsible for any misleading information provided by seller or for any matter concealed or hidden from the inspector.

(5) Should the client (s) believe that A Rock Solid Home Inspection LLC or inspectors are liable for any adverse deficiencies arising out of this inspection, then client shall (1) communicate adverse deficiencies in writing to the inspector within (60) days of the date of the inspection date and agrees to supply INSPECTOR with the following: (2) Access to the premises (3) before any repairs are performed in the area in question. Failure to do all 1, 2 and 3 of section (5) above aforementioned releases inspector from any and all liability. Furthermore, if the adverse deficiencies cannot be resolved between the client and inspector, both parties agree to submit the dispute to (binding arbitration). This replaces the client's right to go to court. This is to be conducted by an arbitrator who is a NC licensed full-time residential building inspector with a minimum of (10) years' experience as a NC inspector and resides in NC. The inspection. The client(s) agree the arbitrator will be exclusively limited in judgment he or she is only able to award the client's a maximum restitution or refund in the amount equal to the fee paid for the inspection to the inspector. Disputes settled without favor to the client's will require a refunding-payment of inspector's re-inspection time, fees, including attorney fees and/or arbitrations costs.

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(6) A Rock Solid Home Inspection, LLC and its Inspector's assume no liability for the cost of repair or replacement of un-reported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees, arbitration and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended to enable the INSPECTOR to perform the inspection at stated fee.

(7) This inspection is performed for the sole, confidential and exclusive use and possession of the Client. Neither the contents of this report nor any representation made herein are assignable without the express written permission of A Rock Solid Home Inspection, LLC nor is any reliance thereon by any party other than the Client named prohibited. This inspection and report are not intended to be used as a guarantee or warranty, expressed or implied, including the adequacy, performance or condition of any inspected structure, item or system and any visual problems observed should be verified with the appropriate contractor, electrician, plumber, or qualified professional for cost estimates and code compliance.

(8) This contract represents the entire agreement between A Rock Solid Home Inspection, LLC and its employee's / inspectors and the client. A Rock Solid Home Inspection and its inspectors are not responsible for the repair, replacement, or alteration of any item within or upon the inspected property. The client acknowledges that they have read and understood the extent and limitations of this inspection and agree to all of the limitations, terms and exclusions contained within this contract. This contract covers the initial and all subsequent inspections or re-inspections involving property located at the address listed on page one at "Property Address".

(9) The client(s) acknowledge that a return trip fee of \$75.00 will be charged (added) if required to return to the property to complete part of the inspection due to the utilities ( water, gas or electricity) not being on inside the property at time of the scheduled inspection date and time.

(10) Basic final inspection price if paid by the date of inspection: Extra service requested- NA : Total fee if paying at closing (adds \$25): Total fee save if paying on or by the date of inspection:

PAYMENT is due on completion of the onsite inspection to save \$ 25. If payment does not occur at the closing, Client gives A Rock Solid Home Inspection permission to process the credit card immediately upon cancellation of the "offer to purchase" or if payment has not been received within 45 days.

Name on Card: Card type: Card # CC Billing Zip 3/4 digit code \_\_\_\_\_ Please initial here \_\_\_\_\_ if paying by the date of Card expiration date: the inspection to receive a discount save \$25.

The client has carefully read the foregoing two page contract, has agreed to its content entirely, and acknowledges he or she received and signed a copy of this inspection agreement Please sign the agreement email or fax it back to me toll free dial: 1-866-264-3431

SIGNATURE: INS Dennis.(Mark) Po	,	CLIENT(S) SIGNATURE;		Insert Today's Date;
		X	/	/ /
NC License # 2608	SC License # 2290	Print name (s)		

Insert Closing Date: / /