

Chosen Home Inspections, Inc.

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Client's Name: _____

Inspected Property: _____

Street Address: _____

Street Address: _____

City/State/Zip: _____

City/Zip: _____

Phone Number: _____

Email Address: _____

This Contract is the agreement between Chosen Home Inspections, Inc. (hereinafter "CHI" and "Inspector") and Client (person(s) or entity on whose behalf a Home Inspector is acting or who is paying for the inspection and/or signing Contracts) for the inspection of the property address listed under "Inspected Property" located at the top of this Contract. This home inspection is being performed in accordance with this Contract, and the Standards of Practice and Code of Ethics of the North Carolina Home Inspector Licensure Board. **This Contract MUST be completed by the Client and received by CHI BEFORE the home inspection can be performed.**

SCOPE OF INSPECTION SERVICES: This is a limited visual inspection of apparent conditions in readily accessible areas existing at the time of the inspection. The Inspector will only operate components and systems with normal user controls and as conditions permit. Client understands that any system or component deemed to be functioning at the time of the inspection could fail at any point in time after the time and/or date of the inspection and in that event, CHI would not be held liable. Accordingly, **this inspection (including re-inspections) is not a warranty or guarantee or any form of insurance of any inspected or uninspected system and/or component, nor does it involve any county or state code compliance inspection.** CHI will not be liable for any defects that are inaccessible or concealed to include any defects that are hidden or concealed by the occupant's belongings. The Inspector does not move personal property, and/or attempts to open locked or blocked doors or entryways. Any problems disclosed by the owner or previous owners, previous inspections or known problems not made available and known prior to the inspection process is not the responsibility of CHI. CHI will inspect and report on the following areas, unless that area is not present, is dangerous to the Inspector, may cause property damage, is not readily accessible/visible, or utilities are not on or available:

Structural Components: Inspect the following: foundation; floors; walls; columns or piers; ceilings; roofs. Reports signs of abnormal or harmful water penetration into the building or abnormal or harmful condensation on building components.

Exterior: Inspect the following: wall cladding, flashing, and trim; entryway doors and a representative number of windows; garage door operators; decks, balconies, stoops, steps, areaways, porches, and applicable railings; eaves, soffits, and fascias; driveways, patios, walkways, and retaining walls; vegetation, grading, and drainage with respect only to their effect on the condition of the building. Operate the following: all entryway doors; garage doors manually or by using permanently installed controls for any garage operator; report whether or not any garage door operator will automatically reverse or stop when meeting reasonable resistance during closing. Not inspected: storm windows, storm doors, screening, shutters, awnings, and similar seasonal accessories; fences; presence of safety glazing in doors and windows; garage door operator remote control transmitters; geological conditions; soil conditions; recreational facilities (spas, saunas, steam baths, swimming pools, tennis courts, playground equipment, and other exercise, entertainment, or athletic facilities); detached buildings or structures (inspection may be conducted when requested by Client for an additional fee); presence or condition of buried fuel storage tanks. CHI cannot determine if window areas, door areas, or any other penetration through the exterior siding will leak (water and/or air) if signs of leakage were not seen at the time of the inspection.

Roof: Inspect the following: roof coverings; roof drainage systems; flashings; skylights, chimneys, and roof penetrations. Reports signs of leaks or abnormal condensation on building components. Not inspected: attached accessories including solar systems, antennae, and lightning arrestors; any exterior portion of the roof area that can not be seen when or if the roof is viewed or inspected from the ground using binoculars. CHI cannot determine if roof coverings or any system or component on the roof area including areas of the drainage system will leak if signs of leakage were not seen at the time of the inspection.

Plumbing: Inspect the following: interior water supply and distribution system including piping materials, supports, and insulation; fixtures and faucets; functional flow; leaks; cross connections; interior drain, waste, and vent system including traps, drain, waste, and vent piping; piping supports and pipe insulation; leaks; functional drainage; hot water systems including water heating equipment, normal operating controls, automatic safety controls, chimneys, flues, and vents; fuel storage and distribution systems including interior fuel storage equipment, supply piping, venting, supports, and leaks; sump pumps. Operate the following: all plumbing fixtures, including their faucets and all exterior faucets attached to the house, except where the flow end of the faucet is connected to an appliance. Not inspected: effectiveness of anti-siphon devices; determine whether water supply and waste disposal systems are public or private; operate automatic safety controls; operate any valve except water closet flush valves, fixture faucets, and hose faucets; inspect the condition of any bathtub overflow devices; water conditioning systems; fire and lawn sprinkler systems; on-site water quantity and quality; on-site waste disposal systems; foundation irrigation systems; bathroom spas, except as to functional flow and functional drainage; swimming pools; solar water heating equipment; proper sizing, design, or use of proper materials; determine if clothes washer waste plumbing will leak or has drainage problems, and if clothes washer supply lines are reversed.

Electrical: Inspect the following: service entrance conductors; service equipment, grounding equipment, main overcurrent device, main and distribution panels; amperage and voltage ratings of the service; branch circuit conductors, their overcurrent devices, and the compatibility of their ampacities; the operation of a representative number of installed ceiling fans, lighting fixtures, switches and receptacles located inside the house, garage, and on the dwelling's exterior walls; the polarity and grounding of all receptacles within six feet of interior plumbing fixtures, and all receptacles in the garage or carport, and on the exterior of inspected structures; the operation of ground fault circuit interrupters; smoke detectors; report the presence of any readily accessible single strand aluminum branch circuit wiring; report on the presence or absence of smoke detectors and operate their test function, if accessible, except when detectors are part of a central system. Not inspected: test or operate any overcurrent device except ground fault circuit interrupters; verify and/or determine if overcurrent devices are properly marked and/or identified for any type system(s) and/or component(s); low voltage systems; security system devices, heat detectors, carbon monoxide detectors; telephone, security, cable TV, intercoms, or other ancillary wiring that is not a part of the primary electrical distribution system; built-in vacuum equipment; test 240 volt receptacles.

Heating: Inspect the following: heating equipment; normal operating controls; automatic safety controls; chimneys, flues, and vents (where readily visible); solid fuel heating devices; heating distribution systems including fans, pumps, ducts and piping, with supports, insulation, air filters, registers, radiators, fan coil units, convectors; the presence or absence of an installed heat source for each habitable space; operate the systems using normal operating controls; open readily openable access panels provided by the manufacturer or installer for routine homeowner maintenance. Not inspected: operate heating systems when weather conditions or other circumstances may cause equipment damage; operate automatic safety controls; ignite or extinguish solid fuel fires; interior of flues; fireplace insert flue connections; humidifiers; electronic air filters; uniformity or adequacy of heat supply to various rooms; heat exchangers or combustion chambers; solar space heating equipment; calculate proper heating system size; disassembly if readily openable access panels are not present.

Air Conditioning: Inspect the following: central air conditioning and through-the-wall installed cooling systems including cooling and air handling equipment and normal operating controls; distribution systems including fans, pumps, ducts and piping, with associated supports, dampers, insulation, air filters, registers, fan coil units; the presence or absence of an installed cooling source for each habitable space; operate systems using normal controls; open readily openable access panels provided by the manufacturer or installer for routine homeowner maintenance. Not inspected: operate cooling systems when weather conditions or other circumstances may cause damage; window air conditioners; uniformity or adequacy of cool-air supply to the various rooms; calculate proper cooling system size; disassembly if readily openable access panels are not present.

Interior: Inspect the following: walls, ceiling and floors; steps, stairways, balconies, and railings; counters and a representative number of built-in cabinets; a representative number of doors and windows. Operate the following: representative number of doors and windows. Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation of building components. Not inspected: Paint, wallpaper, and other finish treatments on the interior walls, ceilings and floors; carpeting; draperies, blinds, or other window treatments.

Insulation and Ventilation: Inspect the following: insulation and vapor retarders in unfinished spaces; ventilation of attics and foundation areas; kitchen, bathroom, and laundry venting systems. Operate the following: any readily accessible attic ventilation fan and when temperature permits, the operation of any readily accessible thermostatic control; kitchen, bathroom, and laundry venting systems. Not inspected: concealed insulation and vapor retarders; venting equipment that is integral with household appliances; move insulation except where plumbing drain/waste pipes penetrate floors, adjacent to earth-filled stoops or porches, at exterior doors, and where readily visible evidence indicates the possibility of a problem.

Appliances: Inspect and operate the following: dishwasher; disposal; oven; range; trash compactor; microwave; ventilation equipment or range hood. Not inspected: clocks, timers, self-cleaning oven functions, or thermostats for calibration or automatic operation; refrigeration units; appliances that are shutdown or inoperable; non built-in appliances.

SERVERABILITY: Client and CHI agree that should a Court of Competent Jurisdiction determine and declare that any portion of this Contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

INSPECTION LIMITATIONS: The inspection will not be invasive or technically exhaustive, and cannot detect latent conditions or concealed defects such as sewer line back-up or hidden structural damage. The inspection is intended to reduce risk but will not eliminate risk. Since the inspection will be based upon visual observations made during a limited time period, CHI will not be responsible for any condition affecting any system or component which is intermittent and not detectable during the inspection (for example - compromised insulation seals on windows). CHI will not light pilot lights, activate the main water, gas or electric systems, energize electrical circuits which are shut off or are otherwise inoperable or operate any system or component which does not respond to normal operating controls.

The following is outside the scope of a home inspection: the compliance or non-compliance with covenants; codes; building permits; zoning; ordinances or statutes; flood plains or seismic risks; the suitability of the property for specialized use; the life expectancy of any component and system; product recalls; cosmetic items; durability; compliance with any conservation or energy standard; efficiency; fitness for purpose; underground plumbing; below grade foundation drainage or water proofing components; presence of safety or laminated glass; future life and/or future performance especially that of foundations; insurability; merchantability; obsolescence; quality and safety of any item inspected; septic systems; wells; cisterns; solar systems whether active or inactive; flammable materials; determination of the presence of dirt, debris, moisture, or any other potential issues and/or defects within the interior of the non-visible portions of the heating and/or cooling ductwork; wood destroying organisms or insects and non-wood infesting insects such as fleas, cockroaches, bees, mites, ticks, flies, etc. This inspection does not address and are not attended to address the possible presence of or the potential health impact or danger from any potentially harmful substance and/or environmental hazards including but not limited to asbestos, bacteria, carbon monoxide, lead, noise, mildew, radon, or urea formaldehyde. The appearance of mold and/or fungi may be addressed for the purpose as a sign of moisture and not as a potential health related issue. Unless specifically stated, any opinion in the inspection report pertaining to aforementioned items is to be considered partial and incomplete.

RELEASING INSPECTION FINDINGS: This Contract and the Home Inspection Report are for the confidential, exclusive use and benefit of the Client. However, the Client does agree that should the Inspector find a condition that in his/her opinion represents an immediate danger to the current occupants, he/she may immediately release that information to the occupants, owners, or agents acting on behalf of the owners. CHI is not required or obligated to distribute the Report to anyone other than the Client. However, Client can authorize CHI to distribute the Report to the Client's representative. If CHI distributes the Report to Client's representative, Client authorizes CHI to give the Client's representative inspection software permissions to forward the Report to any individual and/or company for the sole purpose in assisting with the Client's transaction. The Report is nontransferable and may not be used or relied on by others without the consent of CHI. **The Report will not be released until CHI receives the inspection fee (except when payment is made at closing).**

CLIENT RESPONSIBILITY: The Client is responsible for arranging access to the structure to be inspected and is responsible for ensuring that all utilities are operational prior to the scheduled inspection. The attendance of the Client during the inspection is encouraged however Client acknowledges that attendance at the inspection is at the Client's or any other attending party's own risk.

DISPUTE RESOLUTION: Should the Client believe that CHI is liable for any issues arising out of this inspection, then Client shall communicate said issues in writing to include a signed copy of this Contract to CHI within thirty (30) days from the date of the inspection. Client agrees that, with the exception of emergency conditions, Client or Client's agent, employees, or independent contractors will make no alterations, modifications, or repairs to a claimed discrepancy(s) prior to a revisit by the Inspector. Client understands and agrees that any failure to notify CHI as stated above shall preclude Client from pursuing a claim against CHI for that item(s). Client agrees to wait thirty (30) days from the date of the revisit or when contact is made (whichever is later) before taking any action upon the Inspector's license or taking any other legal action.

ARBITRATION: If issues cannot be resolved between the parties, upon written notice by the Client or CHI, the Client has thirty (30) days to request arbitration and failure to make this request constitutes a waiver of any and all claims against CHI. Both parties agree to submit the dispute to binding, non-appealable arbitration. Arbitration is to be conducted by an arbitrator who is a full-time home inspector with a minimum of six (6) years experience with the home inspection industry and will be selected by mutual agreement by both parties. The guidelines agreed to be utilized for arbitration is the NC Standards of Practice and Code of Ethics, and this Contract in effect at the time of the inspection. This does not apply to a dispute concerning the payment of the fee. No claims can be brought against CHI for any property not owned by the Client.

LEGAL ACTION: Client agrees that in the event of litigation involving the inspected property, CHI is only to be named as an expert witness and agrees to execute a litigation agreement with prepayment prior to naming the Inspector in the case. If legal action is brought against CHI by the Client and the Client does not prevail, the Client agrees to pay CHI compensation of all time spent preparing, communicating, traveling, and attending all related events at the rate of sixty (60) dollars per hour plus all legal expenses/costs. Any legal action must be brought within one (1) year from the date of the inspection. Failure to bring said actions within one (1) year of the date of the inspection is a full and complete waiver of any rights, actions, or causes of action that may have arisen out of or related to the inspection and/or Contract. This time period may be shorter than otherwise provided for by law.

LIMITS OF LIABILITY: It is understood and agreed that should CHI and/or its agents or employees be found liable for any loss or damages resulting from a failure to perform any of its obligation, including but not limited to negligence, breach of contract or otherwise, the liability of CHI and/or its agents or employees shall be limited to a sum equal to the amount of the fee paid by the Client for this inspection and report. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of and all claims which may ever arise from this inspection. Client agrees that a claim of negligence or the like must be supported by and with only the Standards of Practices used from the NC Home Inspector Licensure Board and substantial proof must be made with no other interpretations allowed whatsoever or claims can be brought against the Client.

RE-INSPECTIONS: Client understands that a re-inspection (if requested) only pertains to complete home and/or detached building inspections that are initially performed. Re-inspections are partial inspections consisting of the findings annotated on the Summary Page of the Home Inspection Report, and does not take the place of the Client doing their own pre-closing walk through of the property. 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. **Items such as water penetration into roofs, structures, and foundations, and items noted on the Report needing engineer evaluations and repair cannot be re-inspected and should be backed by the licensed repair contractor, engineer, specialist, and/or homeowner.** Client must inform CHI in writing, verbally, and/or electronically of the items wished to be re-inspected from the findings listed on the Summary Page. Each re-inspection fee will be \$_____.

OTHER TYPE INSPECTIONS: CHI does provide other services such as Radon, Water, Mold and/or Indoor Air Quality Testing. These services require additional fees and contracts. Consult your Inspector for details. CHI can also schedule other type inspections (Termite, Septic Tank, Heating and/or Cooling (HVAC)). If additional inspections are requested by the Client, CHI will contact and hire a company (only as a convenience for the Client) at CHI's discretion and in conjunction (if possible) with a home inspection. CHI will be responsible for ensuring the applicable inspection report is delivered to the Client and paying the applicable company's inspection fee. Client will be responsible for paying CHI the applicable service inspection fee as indicated below. CHI will not be responsible or liable for any rules, laws/regulations, procedures, omissions, errors, mistakes, negligence, and/or damages that is associated with the hired company.

FEE: CHI accepts payment by credit card, personal check, or cash. **For a home being purchased, CHI does accept payment at closing provided payment is secured with a valid credit card. When inspection fee is to be paid at closing upon Client's request, but those arrangements do not take place for any reason, or the home does not go to closing, or the home is not purchased for any reason, Client agrees to pay the total inspection fee no later than 14 days after the scheduled closing date. In such cases, if payment is not received after 14 days, Client understands and agrees that CHI will charge the credit card used to secure the payment.** Client agrees to pay a \$30 service charge for any dishonored check.

Your Inspector may have an affiliation with Third Party Service Providers (TPSP) in order to offer you additional value-added services. By entering into this Contract, you (a) authorize your Inspector to provide your contact information (including telephone number) to the TPSPs, (b) waive and release any restrictions that may prevent the TPSPs from contacting you (including by telephone), and (c) authorize the TPSP to contact you (including by telephone) regarding special home alarm system offers.

Your Inspector is a home inspection generalist and is not acting as a licensed engineer/contractor, or expert in any craft/trade. If your Inspector recommends consulting other specialized experts, Client must do so at their expense. Client agrees by signing below that you have read, understand, and agree to this entire Contract.

_____ Client's initials if Report is to be distributed to his/her representative and granting inspection software permissions for representative to forward Report as indicated in paragraph "RELEASING INSPECTION FINDINGS."

Client's Signature: _____ Date: _____

Inspector's Signature: _____ Date: _____

Method of Payment

Check Cash Master Card Visa Discover At Closing (Date: _____)

Credit Card Number: _____ Exp. Date: _____ Sec. Code: _____

Home Inspection:	\$ _____
Termite Inspection:	\$ _____
Septic Tank Inspection:	\$ _____
HVAC Inspection:	\$ _____
Detached Buildings:	\$ _____
Total Fee:	\$ _____