

HMO Home Inspections, LLC

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Real Estate Inspection Contract

Client's Name: _____ Property Address: _____
Address: _____
Client's Phone: _____ Inspection Request By: _____
Date of Inspection: _____

HMO Home Inspections is hereby employed by Client(s) to perform a limited visual inspection of apparent conditions in readily accessible areas existing at the time of the inspection. Generally accepted professional inspection standards and methods shall be used. **This home inspection is performed in accordance with standards of practice of the North and South Carolina Home Inspector Licensing Board(s) and a copy of these guidelines is available from said Board.** Absolutely no warranties or guarantees are given or implied for any latent or concealed defects. Additionally, any repairs after the inspection may reveal defects that are not accessible at the time of the inspection HMO Home Inspections is not liable for any defects or deficiencies which cannot be reasonably discovered during the limited visual inspection. As part of your home inspection the inspector will inspect and report on the following areas unless that area has been marked for exclusion from our services:

1. STRUCTURAL COMPONENTS – including foundation, floors, wall, columns, ceilings, and roofs. **Excluding:** _____

2. EXTERIOR OF STRUCTURE – including wall claddings, entryway doors, decks, steps, eaves, driveways, and a representative number of windows. **Excluding:** _____

3. ROOFING – including roof coverings, roof drainage systems, flashing, skylights, and chimneys. **Excluding:** _____

4. PLUMBING – including interior water supply and distribution system, interior drain waste and vent system, hot water system, and fuel storage and distribution system and sump pump. **Excluding:** _____

5. ELECTRICAL – including service entrance conductor, 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:** _____

6. SYSTEM HEATING – including permanently installed heating system and its controls, chimneys, heat distribution system, including fans, pumps and ducts, and automatic safety controls. **Excluding:** _____

7. CENTRAL AIR CONDITIONING – including normal operating control of the central air conditioning system and the distribution system. **Excluding:** _____

8. INTERIOR – including walls, ceilings, floors, steps, a representative number of cabinets and a representative number of doors and windows. **Excluding:** _____

9. INSULATION AND VENTILATION – including insulation vapor barriers, ventilation of attic and foundation, kitchen, bathroom and laundry venting systems, and the operation of any accessible attic ventilation fan when temperature permits. **Excluding:** _____

10. BUILT-IN KITCHEN APPLIANCES – including the observation and operation of dishwasher, range, trash compactor, garbage disposal, ventilation equipment, and permanently installed oven and microwave oven. **Excluding:** _____

The price for this inspection with the exclusions identified above shall be \$ _____ .00. PAYMENT is due upon full completion of this inspection. Payment may be made by check, cash, or credit card. A \$30.00 fee will be added to all accrued fees for all returned checks or credit card denials. This contract does not include the cost for re-inspection of the above property. Payment of all inspection fees are not contingent upon the closing of loan proceeding for the above property. Payments not received within 30 days of inspection will be subject to addition of interest fees.

see EXCLUSIONS AND LIMITATIONS on back

EXCLUSIONS AND LIMITATIONS: The parties acknowledge and agree that this inspection is limited to visual 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. 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. All heat exchangers, well, septic systems, and/or free standing storage sheds are not a part of this inspection. HMO Home Inspections reserves the right to make corrections for clerical or other errors in the report and report summary.

This 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 radon gas, lead paint, asbestos, urea formaldehyde (UFFI), toxic or chemical analysis, airborne hazards, mold, polluted water, or under ground oil tanks. Further, HMO Home Inspections is not responsible for any misleading information provided by seller or for any matter concealed or hidden from the inspector.

ARBITRATION: Should the client believe that HMO Home Inspections be liable for any issues arising out of this inspection, then client shall communicate said issues in writing to HMO Home Inspections within ten (10) days of the date of the inspection. If the issues cannot be resolved between the parties, both parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration is to be conducted by an arbitrator who is a full-time building inspection with a minimum of six (6) years experience as a building inspector. The inspection will be judged in accordance with the North Carolina Standards and Code of Ethics applicable to the time of the inspection. Disputes settled without favor to the client will mandate a payment of re-inspection time, fees, including but not limited to reasonable attorney fees and arbitrations costs.

ACKNOWLEDGEMENT: 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 HMO Home Inspections and any reliance thereon by any party other than the Client named is prohibited.

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This inspection and report are not intended to be used as a guarantee or warranty, expressed or implied, regarding 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 skilled professional for cost estimates and code compliance.

X _____
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LIMIT OF LIABILITY: It is understood and agreed that should HMO Home Inspections and/or its agents or employees be found liable for any loss or damage resulting from a failure to perform any of its obligations, including but not limited to negligence, breach of contract or otherwise, then the liability of HMO Home Inspections 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. It is further agreed that the client shall be owner of the report and HMO Home Inspections shall not release copies of this report to anyone other than the client and their agent without the client's permission.

AGREEMENT: This contract represents the entire agreement between HMO Home Inspections and the client. HMO Home Inspections is 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 involving property located at the address listed on page one at "Property Address".

All payments are due at the time of the inspection. If payment does not occur at the closing, the client gives HMO, Inc., permission to process the credit card immediately upon cancellation of the offer to purchase or if payment is not received within 45 days from the date of the inspection. Card type: _____

Name on Card: _____ Card #: _____
Card Exp date: ____/____ Security Code: _____

X Client's Signature: _____ Date: _____
Printed Name: _____

X Client's Signature: _____
Printed Name: _____

Inspector's Signature: _____ Date: _____
Printed Name: Kerry Norton

License Number: NC 2145/SC 2137