

CONTRACT FOR HOME INSPECTION

ADDRESS INSPECTED **123 Main Street:** CITY: **Charlotte** ST **NC** Zip: **28111**

Agreement between: **HATS Inspector** (hereafter called the "Company") and
Sample Report (hereafter called the "Client").

WITNESSED: In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:
The Company shall perform this inspection of the subject property for the Client, in accordance with the Standards of Practice of North Carolina

The purpose of this inspection is to identify and disclose visually observable deficiencies of the inspected systems and items at the time of inspection only.

This inspection is not technically exhaustive, nor is it considered to be a GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE CONDITIONS OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED, AND IT SHOULD NOT BE RELIED ON AS SUCH. Neither the Company nor the Company's Inspector shall be held responsible or liable for any repairs or replacements with regard to the property, systems, components, or the contents therein. The Company and/or the Company's Inspector limits the liability of the visual, cursory inspection to the amount of the inspection fee listed in this contract. If the Client undertakes litigation, the Client agrees that the Company reserves the right to recover any attorney fees and other related fees as a result of litigation by the Client. In the event that the Client feels the Company is responsible for a defect not noted on the inspection report, the Client agrees to contact the Company within five (5) working days of the discovery to allow the Company to review the suspected defect found. The Client also agrees the Company, if required by a judging body, has the right to arrange for any repairs and those repairs may be made by the Company. CLIENT'S INITIALS: _____

The inspection and/or report does not address (unless listed as a part of the inspections listed on the contract) and is not intended to address the possible presence of or danger from asbestos, radon gas, lead paint, urea formaldehyde, soil contamination and other indoor or outdoor pollutants, toxic or flammable chemicals, water or airborne related illnesses or disease, and all other similar or potentially harmful substances and conditions. In addition, the presence or absence of rodents, termites, wood destroying insects and all other insects are not covered by this home inspection. The Client is urged to contact a competent specialist if information, identification, or testing of any of the above is desired.

Items not included in this contract for home inspection are items including, but not limited to: stucco siding, furnace heat exchangers, solar systems, intercom systems, telephone jacks, storm doors, storm windows, refrigerators, clothes washers/dryers, dryer venting, lawn irrigation systems, screening, outdoor cooking appliances, antennas/satellite systems, outbuildings, pools/spas.

This inspection is performed and the report is prepared for the sole, confidential and exclusive use and possession of the Client. The Company assumes no responsibility or liability to any third party in connection with this inspection or report. This report and inspection are non-transferable. All reference material provided is an intricate part of the inspection report. The Client must read all references marked on the report pages to fully understand the defects noted. Failure to read references could lead to a misunderstanding of the full scope of the defects found.

The inspection service is conducted at the property. The physical, on-site inspection of the property is a very valuable time of exchange of information between the Company and the Client. Any particular concerns of the Client must be brought to the attention of the Company's Inspector before the inspection begins. The written report will not substitute for the Client's personal presence during the inspection. It is virtually impossible to fully profile any building with a reporting system. The Client is urged to attend and participated in the inspection to gain all of the information offered from the inspection.

This inspection is a visual, cursory inspection. Damage due to wood rot or wood-destroying insects found inside walls, or other areas restricted from view because of coverings are not the responsibility of the Company or the Inspector. We recommend and encourage the Client to have all defects noted on the report repaired or replaced before the closing – no matter how insignificant the defect appears to be. A technically exhaustive inspection, (which can reveal hidden defects) is available for a fee to inspect. One week prior arrangements must be made for an exhaustive inspection.

An occupied house restricts areas from a visual inspection. We recommend a re-inspection be performed once the house is vacant. A re-inspection is available for a nominal fee.

All fees are due upon completion of the inspection and are the Client's responsibility. If he Realtor arranges for collect at closing, the closing attorney and close date must be presented before the inspection. In the event the Real Estate transaction is delayed or does not close, the Client agrees to pay the total fees for this inspection within three (3) days of the closing date listed on this contract (regardless of any closing delays) to:

HATS Inspectors – PO Box 868 - Harrisburg, NC 28075

The undersigned has read, understands and accepts the terms and conditions of this agreement and agrees to pay the specified charges:

Date: **02/05/2011** Inspector: **Ross Montgomery**

Service 1:
Service 2:
Service 3:
Service 4: Total:

Client Signature: _____