



City of Oaks Home Inspections  
and  
General Contracting, LLC  
919-349-9357

**HOME INSPECTION AGREEMENT**  
**PLEASE READ THIS AGREEMENT CAREFULLY**  
**THIS AGREEMENT SUPERCEDES ALL PREVIOUS**  
**COMMUNICATIONS**

Property:  
Client:

Phone:

Real Estate Co.  
Inspection Fee:  
Additional Fees:  
Tax:  
Total:

Agent:  
Paid By:  
Date Paid:  
Payment Method:

1. THIS AGREEMENT, made and entered into on \_\_\_<sup>rd</sup> day of \_\_\_\_\_, by and between the above named Client and the undersigned, an independently owned City of Oaks Home Inspections and General Contracting, LLC, hereafter referred to as "Inspector". **Inspector will conduct a visual inspection of the Property only.** The inspection is performed in accordance with the **Standards of Practice of the North Carolina Home Inspector Licensure Board. This is not a Building Code inspection**, title examination, nor a By-law compliance inspection. The Inspector does not offer an opinion as to the advisability or inadvisability of the purchase of the property, its value or its potential use. The inspection fee is based on a single visit to the property; additional fees may be charged for any subsequent visits required by the Client. If the Inspector is called upon to prepare for litigation or give testimony as a result of the inspection, additional fees shall be charged at the Inspector's then current hourly rate for any time spent, including, but not limited to, research, consultation, additional inspection time, preparation of reports, travel, time waiting to testify, and court appearances.

2. **The Client will receive a written report of Inspector's observations of the accessible features of the Property.** Subject to the terms and conditions stated herein, the inspection includes the visual examination of the home's exterior including roof and chimney, structure, electrical, heating and cooling systems, insulation, plumbing, and interior including floors, walls, ceiling and windows; it is a reasonable effort to disclose the condition of the house based on a visual inspection. Additionally, Inspector will functionally operate major built-in appliances. Conditions beyond the scope of the inspection will not be identified. No engineering services are offered.

3. **This Inspection Report is based on the condition of the Property existing and apparent as of the time and date of the inspection.** Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility of areas of the Property, etc. Without dismantling the house or its systems, there are limitations to the inspection. Throughout any inspection, inferences are drawn which cannot be confirmed by direct observation. Clues and symptoms often do not reveal the extent or severity of problems. Therefore, the inspection and subsequent Inspection Report may help reduce the risk of purchasing the property; however, an inspection does not eliminate such risk nor does the Inspector assume such risk. While some of the less important deficiencies are addressed, an all inclusive list of minor building flaws is not provided. **Inspector is neither responsible nor liable for the non-discovery of any patent or latent defects in materials, workmanship, or other conditions of the Property, or any other problems which may occur or may become evident after the inspection time and date.** Inspector is neither an insurer nor guarantor against defects in the building or improvements; systems or components inspected. Inspector makes no warranty, express or implied, as to the fitness for use or condition of the systems or components inspected. Inspector assumes no responsibility for the cost of repairing or replacing any unreported defects or conditions, nor is Inspector responsible or liable for any future failures or repairs.

4. **Inspector and its employees are limited in liability to the fee paid for the inspection services and report** in the event that Client or any third party claims that Inspector is in any way liable for negligently performing the inspection or in preparing the Inspection Report, for any breach or claim for breach of this Visual Inspection Agreement or for any other reason or claim.

5. **Inspections are done in accordance with the Standards of Practice of the North Carolina Home Inspector Licensure Board, are visual, and are not technically exhaustive.** The following items are specifically excluded from the inspection:

- 5.1. water softening systems,
  - 5.2. security systems,
  - 5.3. telephone and cable TV cables,
  - 5.4. timing systems,
  - 5.5. swimming pools and spas,
  - 5.6. underground or concealed pipes,
  - 5.7. sewer lines,
  - 5.8. septic systems,
  - 5.9. electrical lines and circuits,
  - 5.10. central vacuum systems,
  - 5.11. central air conditioning when outside temperature is below 65° F or 18° C,
- and any other condition, item, system or component which by the nature of their location are concealed or otherwise difficult to inspect or which the Inspector cannot visually examine. Excluded is the assurance of a dry basement or crawl space; also excluded is the assurance that double and triple pane glazing seals in windows are intact. Inspector will not dismantle any component or system; full evaluation of the integrity of a heat exchanger requires dismantling of the furnace and is beyond the scope of a visual inspection.

6. Inspector will not conduct geological tests; will not inspect inaccessible or concealed areas of the Property; will not enter dangerous areas of the Property; will not inspect for environmental concerns such as hazardous substances or gasses, including but not limited to,

- 6.1. radon gas,

- 6.2 lead paint,
- 6.3 asbestos, or other air borne hazards,
- 6.4 urea formaldehyde;
- 6.5 toxic or chemical analysis, or polluted water, or for pests such as
- 6.6 wood destroying organisms,
- 6.7 insects,
- 6.8 rodents;
- 6.9 fungus including but not limited to mold and mildew.

7. Inspector examines a representative sample of components that are identical and numerous, such as electrical outlets, bricks, shingles, windows, etc., and does not examine every single one of these identical items, therefore, some detectable deficiencies may go unreported.

8. The inspection excludes defects such as cracking, leaking, surface discolorations, or landslides resulting from hidden defects, including but not limited to, water leaks, land coverings, or other geological problems. The inspection also excludes merely cosmetic features, including but not limited to, paint, wall coverings, carpeting, floorings, paneling, lawn, and shrubs. The Inspector is not required to determine property boundary lines or encroachments.

9. Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by Inspector, the Inspection Report provided to the Client by Inspector, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the Inspector hereunder, shall be submitted in writing within ten business days of inspection to resolve issues or go to arbitration in accordance with the applicable rules of the American Arbitration Association. Each party to the dispute shall be responsible for their own costs for the arbitration process. The dispute shall be submitted to a sole arbitrator who is knowledgeable and familiar with the professional home inspection industry with at least six years experience as a building inspector. Judgment on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. Unless applicable law requires otherwise, arbitration shall occur in the county or judicial district in which the Inspector's principal place of business is located. Secondary or consequential damages are specifically excluded. In the event that any dispute arises out of the Inspection or Report, and proceedings are commenced by the Client, if the Client is unsuccessful in maintaining the claim, then the Client shall be liable to the Inspector for all charges, expenses, costs and legal fees (on a lawyer and client basis) incurred by the Inspector on a complete indemnity basis, including a reasonable fee for all the time spent by the Inspector or Inspector's personnel in investigating, research, preparation for, and attendance at court hearings and examinations. **Any claims must be presented within ten (10) days from the date of the inspection.**

10. The Inspector shall have the right to examine the subject matter and area of any claim or potential claim against the Inspector arising here from and the right to offer a resolution prior to Client's performance of any remedial measures (except in the event of an emergency, or to protect for personal safety, or to reduce or avoid damage to property) The right of examination herein is a condition precedent to the commencement of any claim by the Client against the Inspector for any reason including negligence or breach of any term hereof. The Client shall not file or commence any claim against the Inspector in any jurisdiction until he has notified the Inspector of his complaint and made reasonable efforts to afford the Inspector an opportunity to complete such examination.

11. This Agreement and the documents referred to herein constitute the entire Agreement between the parties hereto, and supersedes any and all prior representations, discussions, or agreements, whether written or oral. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by the parties hereto. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

**12. THE INSPECTION REPORT DOES NOT CONSTITUTE A WARRANTY, GUARANTEE OR INSURANCE POLICY OF ANY KIND.** THERE ARE NO WARRANTIES MADE AGAINST ROOF LEAKS, WET BASEMENTS, OR MECHANICAL BREAKDOWNS. THE REPORT IS A PROFESSIONAL OPINION BASED ON A VISUAL INSPECTION OF THE ACCESSIBLE AREAS AND FEATURES OF THE PROPERTY AS OF THE DATE AND TIME OF THE INSPECTION AND IS NOT A LISTING OF REPAIRS TO BE MADE. THE REPORT IS NOT AN ASSESSMENT NOR IS IT AN APPRAISAL. NEITHER THE INSPECTOR NOR CITY OF OAKS HOME INSPECTIONS AND GENERAL CONTRACTING, LLC IS ASSOCIATED WITH ANY SELLER, BUYER, CONTRACTOR, LAWYER OR REALTOR. OTHER THAN THE INSPECTION FEE, INSPECTOR HAS NO FINANCIAL INTEREST IN THE PROPERTY.

13. THE INSPECTION PROCESS IS A TWO PART SYSTEM: THE VERBAL SURVEY AND THE REPORT. AS SUCH, THIS REPORT IS NOT TRANSFERABLE TO THIRD PARTIES AS IT WILL NOT CLEARLY CONVEY THE INFORMATION HEREIN. THIS REPORT IS PREPARED BY INSPECTOR AT YOUR REQUEST, ON YOUR BEHALF, AND FOR YOUR USE AND BENEFIT ONLY; THIS REPORT AND ANY MEMORANDA OR INFORMATION PROVIDED TO YOU PURSUANT TO THIS INSPECTION AGREEMENT ARE NOT TO BE USED, IN WHOLE OR IN PART, OR RELEASED TO ANY OTHER PERSON WITHOUT INSPECTOR'S PRIOR WRITTEN PERMISSION. Client hereby agrees to indemnify, defend and hold harmless Inspector and City of Oaks Home Inspections and General Contracting, LLC if, through the unauthorized distribution of this report, any third party brings a claim against Inspector or City of Oaks Home Inspections and General Contracting, LLC relating to the inspection or Inspection Report.

By initialing here (\_\_\_\_\_), you authorize us to distribute copies of the Report to the real estate agents directly involved in this transaction, who are not designated beneficiaries of the Report, intended or otherwise.

**I hereby authorize the inspection of this Property having read and understood this Agreement:**

\_\_\_\_\_  
Signature of Client or Client's Representative Date Signed

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(mm/dd/yyyy)

\_\_\_\_\_  
Signature of Authorized Inspector.

Owner: City of Oaks Home Inspections  
and General Contracting, LLC  
ADDRESS: 718 Nash Drive  
Raleigh, NC 27608

INSPECTED BY: Brad Walker  
LICENSE NUMBER: 2745