

# Home Inspection Contract

## First Flight Home Inspections, Inc.

1607 Glengarry Drive, Cary, NC 27511

Phone or Text: 919-244-8627 Email: firstflighthomeinspections@att.net Fax: 919-467-4085

Property Inspected: \_\_\_\_\_

Client Name(s): \_\_\_\_\_

Scheduled Date/Time: \_\_\_\_\_

Notice Address: \_\_\_\_\_

This contract contains time limits for notice of claims, limits of liability and arbitration provisions.

1. **SCOPE OF INSPECTION:** First Flight Home Inspections, Inc. (hereinafter 'FFHI') is hereby employed as an independent contractor by named Client(s) to perform a LIMITED VISUAL INSPECTION of apparent conditions in readily visible or accessible areas existing at the time of the Inspection. This Home Inspection will be performed in accordance with (I.A.W.) the Standards of Practice of the North Carolina Home Inspector Licensure Board (NCHILB) and this contract. Any acts of goodwill or any additional inspections are not an enlargement of scope. As part of the home inspection, the inspector will visually inspect and report on the following areas unless, the area has been marked for exclusion, it is not present, is not readily visible or accessible, it is part of the common areas of a condominium or townhouse, it is dangerous to the inspector, it may cause damage to the property, or if the utilities are not available:

-- **STRUCTURAL COMPONENTS** – including foundation, floors, walls, columns or piers, ceilings, and roofs.

Structural Components Exclusions: \_\_\_\_\_

-- **EXTERIOR** – including wall claddings, flashings, trim, entryway doors, representative number of windows, garage door operators, decks, balconies, stoops, steps, areaways, porches, appurtenant railings, eaves, soffits, fascias, driveways, patios, walkways, retaining walls, vegetation, grading, drainage.

Exterior Exclusions: \_\_\_\_\_

-- **ROOFING** – including roof coverings, roof drainage systems, flashings, skylights, chimneys, roof penetrations.

Roofing Exclusions: \_\_\_\_\_

-- **PLUMBING** – including interior water supply and distribution systems, interior drain waste and vent systems, hot water systems, fuel storage and distribution systems, and sump pumps.

Plumbing Exclusions: \_\_\_\_\_

-- **ELECTRICAL** – including service entrance conductors, service equipment, grounding equipment, main overcurrent devices, interiors of panelboard enclosures unless unsafe conditions are reported, amperage & voltage ratings, branch circuit conductors and overcurrent devices and the compatibility of their ampacities; a representative number of installed ceiling fans, lighting fixtures, switches and receptacles; polarity and grounding of certain receptacles, ground fault circuit interrupters, smoke detectors and installed carbon monoxide alarms.

Electrical Exclusions: \_\_\_\_\_

-- **HEATING** – including permanently installed heating equipment, normal operating controls, automatic safety controls, chimneys/flues/vents, solid fuel heating devices, heat distribution systems, and the presence of an installed heating source in each habitable space.

Heating Exclusions: \_\_\_\_\_

-- **AIR CONDITIONING** – including central air conditioning and through-the-wall systems ductless cooling systems, cooling and air handling equipment, normal operating controls, distribution systems, and the presence of an installed cooling source in each habitable space.

Air Conditioning Exclusions: \_\_\_\_\_

-- **INTERIORS** – including walls, ceilings, floors, steps, stairways, balconies, railings, counters and a representative number of cabinets and a representative number of windows and interior doors.

Interiors Exclusions: \_\_\_\_\_

-- **INSULATION AND VENTILATION** – including insulation and vapor barriers, ventilation of attic and foundation areas, kitchen, bathroom and laundry venting systems, and any readily accessible attic ventilation fan.

Insulation and Ventilation Exclusions: \_\_\_\_\_

-- **BUILT-IN KITCHEN APPLIANCES** – including installed dishwashers, ranges, cook tops, ovens, trash compactors, garbage disposals, ventilation equipment or range hoods, installed microwave ovens.

Built-in Kitchen Appliances Exclusions: \_\_\_\_\_

-- **ADDITIONAL NEGOTIATED ITEMS:**

2. **FEE:** The fee for this inspection with the exclusions and additional items identified above shall be \$\_\_\_\_\_.00. Any additional inspections are for an additional fee of \$125.00 per hour. Payment is due at the time of the inspection, in the form of \_\_\_\_\_. Payment is not contingent or dependent on the sale of the property. Client(s) are responsible for payment even if the close of escrow does not occur. Client(s) agrees to pay a late payment charge at a rate of interest of 1% monthly (12 % Annual Percentage Rate) starting after thirty (30) days from the due date, any reasonable cost of collection and a \$35.00 bank service charge for any dishonored check.

3. **EXCLUSIONS AND LIMITATIONS:** The parties acknowledge and agree that this inspection, and any additional limited inspections, is **LIMITED TO A VISUAL INSPECTION OF READILY ACCESSIBLE OR VISIBLE AREAS** and conditions existing at the time of the inspection only, and are not technically exhaustive and that this inspection and report is intended to provide the Client(s) with an understanding of the condition of the property, existing at the time of the inspection and is not intended to be used as a guaranty or warranty, a service contract, or a hedge, against latent defects or future maintenance or repair costs. It must be specifically understood that the home inspection and report cannot cover every aspect of the home, and that **ALL DEFECTS, DEFICIENCIES, OR PROBLEMS MAY NOT BE FOUND**. Conditions can exist which can not be detected by normal inspection procedures, and components can fail after the inspection. Any inspections, repairs or modifications made after the inspection may reveal additional defects that are not apparent at the time of inspection. Absolutely no guarantees or warranties are given, implied, or expressed for any latent or concealed defects and/or to the fitness for use, habitability, condition, performance, life expectancy or adequacy of any structure, item, component, or system, and the adequacy of any repairs or for any defects or deficiencies that cannot be reasonably discovered during a limited visual inspection. FFHI is not responsible for the repair, replacement, or alteration of any item within or upon the inspected property. FFHI is not responsible for any misleading information provided by seller or for any matter concealed or hidden. Unless specifically included as an additional item, detached structures or buildings are not a part of the inspection. This inspection and report and any additional or limited inspections and reports, are not intended to provide the client(s) with information regarding and not limited to: the advisability of the purchase; the market value of the property; the compliance or non-compliance with building codes, energy codes, building permits, zoning, ordinances, statutes or covenants; land surveys, flood plains; seismic activity; soil quality or testing; the suitability of the property for specialized use; the warrantability or insurability of the property; the life expectancy of any component or system; manufacture's installation instructions, guidelines or specifications; design defects or product recalls or class actions; directions on how to address any problems found or assessments, screenings or surveys or remediation specifications; the cost estimates of repairs or remediation; the adequacy of any repairs or remediation efforts; the presence or absence of pests such as wood damaging organisms, rodents, or insects; underground items; cosmetic items or items that are not permanently installed. Reference is specifically made to the Standards of Practice of the North Carolina Home Inspector Licensure Board for a comprehensive listing of those items that are not required to be inspected or are excluded and, unless specifically included, are not part of this inspection. Additionally, arc fault circuit interrupters, fire suppression systems, elevators, low voltage lights, motion detectors, refrigerators, freezers, icemakers, washers and dryers, synthetic stucco, saunas, spas, hot tubs, septic systems, sanitary sewer and water service pipes, water wells, water pumps, water pressure reducing valves, water pressure tanks, water softeners or purifiers, systems installed to control or remove suspected potential hazardous substances, are not a part of the inspection. This inspection is not an environmental survey and is not intended to address the possible presence of, or proximity to, or the potential health impact or danger from any potentially harmful substances and/or environmental hazards, including but not limited to: arsenic, asbestos, asbestos containing materials, allergens, bacteria or viruses, carbon monoxide, carcinogens, electromagnetic fields, fungus, mold, mildew, noise, odors, lead, PCB's, pressure treated wood, pesticides, radiation, radon, silica, toxic or flammable chemicals, urea formaldehyde, underground fuel oil or gas storage tanks, volatile organic compounds, polluted soil, polluted water, water quality, or the proximity to toxic waste sites. HVAC systems will not be operated in inappropriate weather conditions at the time of the inspection. The Inspector will not move appliances, furniture or personnel items. The Inspector at his/her sole discretion will not enter or inspect dangerous areas. The Inspector will not turn on utilities or light pilot lights. If utilities are not available or pilots are not lit and/or full unfettered access is not available, the Inspector will proceed with the inspection, visually inspecting those items/areas that are readily visible and accessible and complete the report. Any additional or limited inspections and reports (including re-inspections) are addendums to the original inspection and report and fall under this contract.

4. **CLIENT DUTIES AND RESPONSIBILITIES:** The Client(s) will ensure unimpeded access to all areas and that all utilities will be available at the scheduled inspection date and time. Client(s) will provide FFHI with a copy of any available building plans, residential property disclosure statements, engineering report or letters, home inspection reports, and any other pertinent reports, prior to the inspection. Client(s) agrees to read the entire report and immediately contact FFHI with any concerns or questions. Client(s) agrees to assume all liability of any kind or theory above the amount paid for the inspection and report. Client(s) agrees to not transfer or assign the report or any representation made herein to anyone else under any circumstances and if it does, client(s) agrees to indemnify FFHI for 100% of all damages. Client(s) will be responsible to have all systems or components, and their related components, that are stated or described as: not functioning as intended, appears to not function as intended, poses a safety concern; or that the inspection or operation of was limited, or not inspected, or not operated, or excluded; or is stated or described in an additional recommendation or comment; be further evaluated (if applicable, prior to the close of escrow or any inspection contingency or due diligence period) to determine the extent of or cause of the problem, specify repairs, and or be repaired or remediated by a NC registered professional engineer or the appropriately NC licensed or certified or otherwise qualified professional contractor, that provides written documentation thereof, which can transfer with the property. When applicable, Client(s) are responsible for ensuring that the invoice for payment is received by the settlement agent and the fees are included in the settlement statement or closing disclosure form for the disbursements of funds at the settlement for the close of escrow.

5. **TIME LIMIT FOR NOTICE OF CLAIMS:** Should the Client(s) claim or believe that FFHI, may be liable for any issues arising out of this inspection and report, then the Client(s) shall COMMUNICATE SAID ISSUES IN WRITING TO FFHI WITHIN ONE (1) YEAR FROM THE DATE OF INSPECTION, and the Client(s) further agrees to notify FFHI and provide reasonable access (except for emergencies) prior to repairing or replacing said system or component, or will be deemed waived and forever barred from any said claim.

6. **LIMIT OF LIABILITY:** In order to keep fees low, it is understood and agreed that should FFHI and/or its Inspectors, Officers, Agents, Contractors or Employees, in both their individual and representative capacities, be found liable for any loss or damages or injury resulting from a failure to perform any of its obligations, including but not limited to negligence, an error or omission, an unreported defect or deficiency, breach of contract or any other theory of liability, then THE LIABILITY OF FFHI AND/OR ITS INSPECTORS, OFFICERS, AGENTS, CONTRACTORS OR EMPLOYEES, IN BOTH THEIR INDIVIDUAL AND REPRESENTATIVE CAPACITIES, SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE FEE PAID BY THE CLIENT(S) FOR THE INSPECTION AND REPORT and FFHI is released from any and all additional liability. Client(s) assumes all liability of any kind or theory above the amount paid for the inspection and report.

7. **ARBITRATION - DISPUTE SETTLEMENT:** If any controversy or claim arising out of or relating to this contract, except for the clients non-payment of fees, cannot be first informally resolved between the parties, both parties agree to SUBMIT THE DISPUTE FOR FINAL AND BINDING ARBITRATION under the rules and procedures of the North Carolina Uniform Arbitration Act. The parties agree to commence any arbitration in Wake County, NC. The decision of the arbitrator shall be final and binding and judgment on the award may be entered in a Court of Competent Jurisdiction.

8. **ACKNOWLEDGEMENT:** This inspection and report, and any additional inspections and or reports, are performed for the sole, confidential and exclusive use and possession of the named Client(s). Neither the contents of these reports nor any representation made herein are transferable or assignable to anyone else under any circumstances and any reliance thereon by any party other than the Client(s) named above is strictly prohibited. The report expires after 365 days. This inspection and report is intended to provide the Client(s) with an understanding of the condition of the property existing at the time of the inspection and is not intended to be used as a guaranty or warranty, service contract, or hedge against latent defects or future maintenance or repair costs. Absolutely no guarantees or warranties are given expressed or implied that all problems will be found and without the limit of liability provision, the cost of this inspection and report would be substantially more, and therefore, there will be no recovery for consequential damages. Any photographs or digital/electronic recordings, if made, are the sole property of FFHI. Unless otherwise indicated, Client(s) agrees to FFHI releasing the inspection reports to the Buyer and/or Seller and their Agents. Your electronic signatures and electronic records have the same meaning and effect as handwritten signatures and paper records, respectively.

9. **GOVERNING LAW AND JURISDICTION:** The laws of the State of North Carolina will apply to this contract. The parties agree to commence any litigation in a Court of Competent Jurisdiction located in Wake County, NC.

10. **SEVERABILITY:** Should Binding Arbitration or a Court of Competent Jurisdiction determine and declare any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force.

11. **AGREEMENT:** This contract represents the entire and only agreement between FFHI, and its Inspectors, Officers, Agents, Contractors, or Employees, in their individual and representative capacities, and the Client(s), the Client's Spouse or Partner or Joint Owner, and their Estate or Heirs. The Client(s) acknowledges that they are free to contract with someone else and have without duress, had the TIME TO READ and UNDERSTAND, and the opportunity to NEGOTIATE, the extent and limitations of this inspection contract and AGREE to all of the limitations, terms, and exclusions contained within this contract, including the TIME LIMIT FOR NOTICE OF CLAIMS and the LIMIT OF LIABILITY and the ARBITRATION provisions.

Client's Signature: X \_\_\_\_\_ (SEAL) Dated: \_\_\_\_\_

Client's Printed Name: \_\_\_\_\_

Client's Signature: X \_\_\_\_\_ (SEAL) Dated: \_\_\_\_\_

Client's Printed Name: \_\_\_\_\_

FFHI Authorized Signature: X \_\_\_\_\_ (SEAL) Dated: \_\_\_\_\_  
For First Flight Home Inspections, Inc.

FFHI Authorized Printed Name: \_\_\_\_\_ Report # \_\_\_\_\_