

THIS AGREEMENT CONTAINS A LIMIT OF LIABILITY, ARBITRATION CLAUSE & RELEASE, PLEASE READ COMPLETELY.

This contract is an agreement between the CLIENT listed below, and King Construction, Inc (US, WE, OUR) to perform a limited visual re-inspection of repairs to a home or building of the items listed below from the General Summary of OUR original inspection report. Client understands this is a partial inspection and will not meet the "Standards of Practice" of ASHI, the NCHILB, or SCLLR. OUR Re-inspection is a single trip, visual, non-destructive, non-disassembling, non-technically exhaustive, generalist observation of items listed on the General Summary from OUR previous inspection which the client has listed below. Client understands this is not a guarantee in any way or insurance policy of the work performed by others, and not a substitute for obtaining receipts, licenses, warranties, permits, code inspections, certificates of compliance, etc from the qualified licensed contractors that performed the repairs. Client agrees that they have retained our services to determine if some level of repairs was performed and further agrees to hold the repair contractor liable for any and all work that was not completed, partially completed, and or not done in a sound and or workmanlike manner. This Re-inspection is to provide CLIENT with a better understanding of the condition of only the items the client has listed below as observed at the time of the re-inspection. Our re-inspection is not a insurance policy, guarantee, or warranty of future performance of any system, component, or structural item. Re-inspections are not typically performed but, will be considered on a case by case basis. Executing this form does not obligate us to perform a re-inspection. We reserve the right to not re-inspect a property for any reason. WE agree to email the CLIENT a report within three business days of the inspection, receipt of signed agreement, payment in full or acceptable payment arrangements (whichever is later). Contractor license information, permits, code inspections, etc. must be provided to us in advance.

Items the CLIENT wishes to have re-inspected from OUR General Summary include:

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OUR inspection does not include: Items not listed above by the CLIENT; items WE can not visually verify if repairs were performed; negotiating repairs; home warranty/insurance policy; items generally considered cosmetic; pools; spas; Jacuzzis; building code or zoning verification; permit research; engineering services; geological/soil conditions/stability; concealed or latent defects; load bearing alignments; detached buildings or structures (and components inside); buried fuel tanks; environmental tests; flood plain certification; the presence or absence of any suspected adverse environmental condition or hazardous substances; formaldehyde; mold/mildew/fungi; lead; asbestos; sulphurous/china/tainted drywall; water & airborne related illness; wood destroying insects & organisms, pests, rodents and their damages; refrigeration units; water filtration units; low voltage systems; security system devices; product recalls; noise; underground utilities; heat detectors; carbon monoxide detectors; telephone; cable TV; satellite equipment; intercoms; built-in vacuum equipment; or other ancillary wiring that is not a part of the primary electrical distribution system; window thermal seals, mini-blinds, treatments; oven clocks, timers, clean features; solar systems; lightening arrestors; Synthetic Stucco/EIFS; water wells; septic fields; moisture content of walls, floors, ceilings; anything buried; the interior of flues; flue connections; the life expectancy of any component; refrigerant leaks; a board-by-board/brick-by-brick inspection. Depending on conditions roofs may not be walked. Components that are concealed, hidden (including behind shrubbery, insulation, walls, personal property, furniture, etc.), camouflaged, not visible, not accessible, located in an area that may be dangerous or unhealthful to enter and/or difficult to inspect are beyond the scope of this inspection. Movement/disassembly of personal items, panels, covers, insulation, furniture, opening walls, excavation, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility is beyond the scope of this inspection. WE will not operate heating or cooling systems in temperatures that may cause damage to the unit (A/C under 65 degrees or Heat Pump over 65 degrees). WE do not inspect heat exchangers, gas packs, boilers, etc. for cracks. Utilities, plumbing, gas, and electrical must be turned "on" for the inspection of these areas. Furnaces must be "on" or capable of being turned on by using normal operating controls. Pilot lights must be "lit" in order to inspect these components or systems. Inspection of areas/homes that we feel endangers our safety or well being will be aborted. Re-inspections of re inspections are not performed.

Attendance / Opinion: The home inspection report represents OUR "opinion" of the property at the time of the re-inspection. OUR interpretation of what is good or fair may be different than CLIENT. CLIENT is strongly encouraged to be present at the time of the re-inspection so WE will have a better understanding of each other's perceptions.

CLIENT obligations: CLIENT has obtained copies of all receipts, warranties, licenses, permit information, code enforcement inspection results, etc. from the appropriate qualified licensed contractor(s) that performed the repairs and agrees to fax or email us copies of this information at least 24 hours prior to the re-inspection. CLIENT has obtained a right of entry to perform this inspection from the seller or seller's representative. CLIENT is urged to call US before they close on the home to review or ask any questions CLIENT may have regarding this inspection / report. CLIENT is responsible for payment in full of all of our fees whether or not CLIENT purchases the property.

OUR purpose is to determine whether or not the re-inspected component, system, structural items listed above has had some visible level of repairs. WE are not responsible to determine all that may be wrong with that system or if the contractor repaired all issues, the contractors troubleshooting should include determining what steps are necessary to correct and performing all of the needed repairs or listing what was in need of repair and not repaired on their invoice. WE are not responsible for finding items the contractor did not repair or find. Our inspection and re-inspection is not a guarantee in any way shape or form for any work performed or not performed by others.

General Release: For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT(S) ("Releasor"), does hereby remise, release, and forever discharge King Construction, Inc., Inspector Paul, & Paul King ("Releasee"), maintaining an address at PO Box 236 Fort Mill, SC 29716. Releasee's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manor of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, administrative claims, and demands whatsoever in law or equity, which Releasor ever had, now has, or which Releasor's heirs, executors, administrators or personal representative hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever (including this re-inspection and report the CLIENT has requested), from the beginning of time to the date, including the date, of the execution of this release. Releasor agrees to cancel, retract, stop, remove, and nullify any and all previously filed claims and administrative claims.

CLIENT(S) Initial's: √

**Warranty / Claims / Limitations:** This inspection is to reduce the risk of finding a potential problem, not to eliminate them. WE do not guarantee that all defects will be located, reported, identified or recognized. CLIENT agrees that OUR limit of liability shall not exceed the amount paid for the re-inspection. CLIENT agrees that OUR limit of liability shall be zero dollars for any repairs that were not performed by appropriate qualified licensed contractors, or where necessary permits were not obtained and completed, or when we were not given copies of all paperwork from the licensed contractors to review at least 24 hours in advance of the re-inspection. By retaining OUR services CLIENT acknowledges, understands, and agrees to the statements and terms contained herein, and will hold US harmless to any claims made. WE are not a home warranty company nor do WE carry insurance on warranty claims. If the CLIENT believes WE have made an error or omitted an item the CLIENT feels should have been re-inspected the CLIENT agrees to notify US in writing of the alleged error or omission immediately upon their discovery of the item(s) and agrees to allow US a reasonable opportunity to re-inspect, address, and repair the alleged error or omission prior to any repairs being performed. Failure on behalf of the CLIENT to notify US immediately in writing and grant US a reasonable opportunity to re-inspect, address, and repair the alleged item(s) is admission by the CLIENT that the condition did not exist at the time of the re-inspection and shall constitute a remise, full release, and forever discharge US from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, judgments, damages, claims, administrative claims, and demands whatsoever in law or equity. If CLIENT makes a claim against US for an alleged error, omission, or other act arising out of any inspection report and fails to prove such claim, CLIENT agrees to pay all attorneys' fees, arbitrator's fees, legal expenses, and costs incurred by US in defense of the claim. In the event of a refund of inspection fee or portion thereof, or any other sum, such refund shall be a full and final settlement of all present and future claims, administrative claims, and causes of actions, complaints, etc. and WE shall be thereupon generally and fully released. This inspection is not for third party use; CLIENT requests this inspection/report for their confidential use only. WE will not release this report to any third party without client approval. If CLIENT decides to release this report to others CLIENT agrees to defend, indemnify, and hold US harmless for any damages claimed by others. CLIENT agrees that WE will only be named as an expert witness in litigation issues and CLIENT agrees to execute our litigation agreement prior to naming us an expert witness. Should any buyer or entity disclaim authority of contract signer to act as an agent of any or all buyers, then the signer of the contract herein indemnifies us for all costs, damages, judgments, and expenses incurred by us, including attorney's fees, regarding any claims against us made by buyer or entity that relies on report or other representation or conduct of us or agents thereof.

**Arbitration Clause:** Any dispute concerning the interpretation of this agreement or arising from the Inspection and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted by Construction Arbitration & Mediation Services [www.buildingdisputes.net](http://www.buildingdisputes.net). Any legal act arising from the Inspection and report must be commenced within 90 days of the date of the inspection. If any portion of the agreement, inspection, and/or report is struck down, then all other clauses will remain valid and in force.

**Fees / Payment:** All previous inspection fees must be paid in full prior to scheduling a re-inspection of repairs. The cost of a re-inspection of repairs is \$100.00 per hour (or part of) including travel time, consultation time, and report writing time (a \$200.00 minimum charge). A \$50.00 additional fee will be added if the re-inspection report is needed in less than three business days. Post inspection consultations may be billed at our current published consultation fees. CLIENT is responsible for payment in full of all of our fees. Homes in distress, cluttered, foreclosed, "short sales", "flipped", for sale by owner, lease/purchase, investment, and rental properties may be charged an additional fee, and we may require payment in full before the report is released. Failure to notify US of such a property at the time of scheduling may result in the inspection being aborted and the CLIENT will be responsible for payment in full. Payment cash or check must be made at time of inspection. Cancellations with less than 48 business hours notice will be billed in full. CLIENT authorizes King Construction, Inc. to charge the credit card listed below, credit card transactions will be charged a \$10.00 alternate payment channel convenience fee. Please be advised that when services are rendered payment to King Construction Inc. in full is due whether CLIENT decides to purchase the home or not. Failure to make payment as agreed may result in collection activity and the CLIENT understands that CLIENT will be liable for interest from the date of the inspection, collection costs, court costs, and or attorney fee

Does the CLIENT give US the authorization to release the original, and/or a copy of the inspection report to the CLIENT's Realtor or real estate agency, solely for the purpose to aid the CLIENT who is to pay for this inspection? Yes / No (circle one)

By signing below CLIENT understands and agrees to all terms and conditions including the limit of liability and arbitration clause.

Location: \_\_\_\_\_

Estimated Date: \_\_\_\_\_ Estimate Start Time: \_\_\_\_\_

Fee: \$100.00 per hour, or part of, including travel time, consultation time, report writing time, etc (a \$200.00 minimum fee applies).

CLIENT'S):  \_\_\_\_\_

Signature:  \_\_\_\_\_

Email Address:  \_\_\_\_\_

CLIENT'S Current Address:  \_\_\_\_\_

Phone:  \_\_\_\_\_

Credit Card (circle one) Visa, MasterCard

Card Number  \_\_\_\_\_

Expiration Mo/Yr  \_\_\_\_\_

3 digit security code  \_\_\_\_\_ (last 3 digits on the back signature line of Visa or MasterCard)

Closing Date, Attorney, & Phone:  \_\_\_\_\_