

**THIS AGREEMENT CONTAINS A LIMIT OF LIABILITY AND ARBITRATION CLAUSE, PLEASE READ COMPLETELY.**

This contract is an agreement between the CLIENT listed below, and King Construction, Inc (US, WE, OUR) to perform an inspection of a home or building according to the "Standards of Practice" of ASHI and the NCHILB or SCLLR for the items listed as to be inspected. These standards of practice inform CLIENT of what a home inspector should report, and what is not expected of the home inspector to report. **OUR home inspection is a single trip generalist observation that is visual in nature and not technically exhaustive. Additionally, it is to provide CLIENT with a better understanding of the property's condition as observed at the time of the inspection.** OUR inspection/report will meet the "Standards of Practice". It will include an inspection of: Plumbing, Electrical, Heating, Central Air Conditioning, Interior, Insulation, Ventilation and built-in kitchen appliances. WE agree to email or mail the CLIENT a report within three business days of the inspection or receipt of signed agreement (which ever is later).

**OUR inspection does not include:** In accessible areas including common areas, units above and below the subject property, adjoining properties, association owned and maintained areas including roof, garage, parking, shared mechanical systems, 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.

**Additional Inspection Options:** (by not initialing desire for any additional services listed below client declines any additional services)

**Delayed Payment:** Payment is due at the time of the inspection. For an additional \$50.00 we will allow payment to be made within 30 days or at the close of escrow (whichever is first), not available for distressed sales. A valid credit card, closing date, attorney info is required for delayed billing. All payments must be made within 30 days of the inspection regardless of closing status. Initial here \_\_\_\_\_ if you would like the delayed payment option.

**Radon Test:** For an additional fee of \$150.00 we will conduct an EPA approved short term radon test at the listed property. The Environmental Protection Agency (EPA) believes "Radon is a cancer-causing natural radioactive gas that you can't see, smell or taste. Radon is the leading cause of lung cancer among non-smokers. Radon is the second leading cause of lung cancer in America and claims about 20,000 lives annually." Additional info is available at <http://www.inspectorpaul.com/radongastesting.html> Initial here \_\_\_\_\_ if CLIENT(S) wishes to have a Radon Test.

**Thermal Imaging Scan:** For an additional fee of \$300.00 we will perform a Thermal Imaging Scan of the home at the time of the inspection, conditions permitting. Thermal imaging is a technology well beyond any standards of practice that may help us identify issues that are not readily visible including water intrusion, insulation deficiencies, HVAC issues, electrical issues, roof and wall leaks, etc. Examples of items found with thermal imaging are available at [http://www.inspectorpaul.com/charlotte\\_thermal\\_imaging\\_infrared\\_nc\\_sc.html](http://www.inspectorpaul.com/charlotte_thermal_imaging_infrared_nc_sc.html) CLIENT(S) need to execute the attached Thermal Imaging Addendum and make payment at the time of the inspection. Initial here \_\_\_\_\_ if CLIENT(S) wishes to have a Thermal Imaging Scan.

**Limited Visual Mold Inspection:** I agree and understand that Inspector Paul, Inc. may report on suspicious stains or mold-like substances, that the inspector is not an environmental hygienist and is not providing the service of a "mold inspector" under this agreement. Call us for more information regarding mold inspections.

**Attendance / Opinion:** The home inspection report represents OUR "opinion" of the property at the time of the 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 inspection so WE will have a better understanding of each other's perceptions.

**CLIENT obligations:** CLIENT has made an on-site personal examination of the property prior to the inspection and agrees to notify US of any issues or concerns they have and any disclosure issues or no representation issues by the seller. CLIENT has preexisting concerns with the following components, systems, etc. (please list if any) \_\_\_\_\_. CLIENT has obtained a right of entry to perform this inspection from the seller or seller's representative and has made arrangements for the home to be open during the inspection. CLIENT agrees to retain appropriate licensed contractor(s) to further inspect and repair all concerns and issues before the close of escrow. 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 and will inform us in advance if the home or neighborhood is distressed.

**OUR purpose** is to determine whether or not a system (electrical, heating, etc) is working properly. WE are not responsible to determine all that may be wrong with that system, just whether or not a second opinion is needed, such as a licensed electrician or HVAC contractor. They determine what steps are necessary to correct. Their troubleshooting may reveal additional items not mentioned in this report. WE are not responsible for items mentioned or not mentioned in this report. WE are not a guarantee nor do we guarantee any items or opinions described on this report.

**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 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 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 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 this 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.

**Additional Trips / Re-Inspections:** If CLIENT requests an additional trip to complete the inspection (i.e. utilities were not turned on, inaccessible areas, etc) CLIENT agrees to pay a \$100.00 per hour (or part of) additional trip fee. Re-inspections of repairs will be considered on a case by case basis and are billed at \$200.00 for the first hour (or part of) \$100.00 per additional hour (or part of). Additional trip and Re-inspection fees include travel time and report writing time.

**Fees / Payment:** The cost of the home inspection is based upon the age and total square feet (heated & unheated) of the home to be inspected and is subject to correction. Homes ins distress, cluttered, foreclosed, "short sales", investment, for sale by owner, and rental properties may be charged and additional fee, must be paid in full before the report is released, and do not qualify for a prepay discount; 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 the full fee. Post inspection consultations may be billed at our current published consultation fees. Payment must be made at time of inspection, or through the closing attorney (only if secured with a credit card). Cancellations with less than 48 hours notice will be billed in full. If payment is not received by 7 days after the closing date on this agreement or within 30 days of the inspection, CLIENT authorizes King Construction, Inc. to charge the credit card listed below. Please be advised that when services are rendered payment to King Construction Inc. indicated in the amount below is due whether CLIENT decides to purchase the home or not. Failure to make payment within 30 days of the inspection or at closing, which ever comes first, 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 fees.

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: \_\_\_\_\_ Estimated Start Time: \_\_\_\_\_

Approx Total Sq. Ft.: \_\_\_\_\_ Fee: \_\_\_\_\_ (\$50.00 Discount for payment at or in advance of the inspection) \_\_\_\_\_

CLIENT(S): \_\_\_\_\_

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

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

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

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

Credit Card (circle one) Visa, MasterCard      Card Number  \_\_\_\_\_

Expiration Mo/Yr  \_\_\_\_\_ 3 or 4 digit security code  \_\_\_\_\_ (last 3 digits on the back signature line of Visa or MasterCard)

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

**King Construction, Inc. dba Inspector Paul**  
**Thermal Imaging Addendum to Inspection Authorization**

This is an addendum to the Agreement regarding the inspection at (address):

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Thermal imaging is a technology exceeding any state or association standards of practice that allows the INSPECTOR to show you things about your home that no one can show you using other inspection methods. Thermal imaging produces images of invisible heat energy emitted from objects and systems in the home and allows us to measure it. Thermal imaging helps to diagnose the problem rather than merely identify symptoms and can sometimes, but not always, identify and document: Electrical faults before they cause a fire, overloaded and undersized circuits, circuit breakers in need of immediate replacement, missing, damaged, and/or wet insulation, heat loss and air infiltration in walls, ceilings, floors, windows and doors, water and moisture intrusion that could lead to mold, possible pest infestation, hidden roof leaks, before they cause serious damage, air conditioner compressor leaks, under fastening and/or missing framing members, structural defects, broken seals in double pane windows, energy loss and efficiency, dangerous flue leaks, damaged and/or malfunctioning radiant heating systems, unknown plumbing leaks, overheated equipment. These color images can then be included in the inspection report providing supporting documentation to the report. A picture is worth a thousand words.

1. CLIENT requests and authorizes INSPECTOR to perform a thermal imaging scan on the home listed above. The fee for this additional service will be listed above, all of which is due prior to delivery of the thermal images/report.
2. INSPECTOR's liability arising for any damages allegedly arising out of any aspect of the thermal imaging service shall be limited to the additional amount paid for the thermal imaging scan. CLIENT voluntarily waives any claim or administrative claim for consequential, exemplary or incidental damages to the fullest extent allowed by law.
3. The thermal imaging scan will be limited in scope to the equipment used by INSPECTOR. The inspection will be a non-invasive and non-destructive examination of the visible, safely and readily accessible portions of the interior and/or exterior of the structure for atypical temperature/thermal variations. NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES REGARDING FUTURE USE, HABITABILITY, OPERABILITY, SUITABILITY, OR MERCHANTABILITY WITH RESPECT TO THE SUBJECT PROPERTY ARE PROVIDED.
4. Thermal imaging services do NOT include any inspections, examinations, testing or evaluations for harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to: mold, bio-aerosols, radon, lead, asbestos, non-biological airborne particulates, contaminants, petroleum products, petrochemicals, radioactive materials, electromagnetic radiation, plant, animal, or insect secretions or excretions. Infrared cameras are not moisture meters but can aid in identifying areas that warrant further investigation. If INSPECTOR offers any information or opinions about any of the foregoing, this information shall be deemed to be informational only and supplied as a courtesy to the CLIENT and shall not be deemed to be an amendment to this addendum or the inspection agreement.
5. CLIENT agrees to indemnify and hold harmless INSPECTOR, its agents, referring parties, employees, and inspectors for the presence of any harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to those listed in part 4 of this addendum as well as for any and all damages and liability for any mitigation, construction, or any other costs associated with the presence of any such hazards or substances or materials.
6. If CLIENT desires to obtain information regarding the presence of any harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to those listed in part 4 of this addendum, it is solely the responsibility of the CLIENT to contact and engage the services of qualified individuals or companies that specialize in the areas of specific interest or concern.
7. All of the other terms of the Agreement (Inspection Contract) are incorporated herein by reference.

**I have carefully read the foregoing and I understand, accept, and agree with all of the terms and conditions of this addendum.**

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CLIENT

(Date)