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**This Home Inspection Agreement Contains a Limit of Liability & Arbitration Clause, Please Read Carefully.**  
**READ ALL OF BOTH SIDES of the AGREEMENT PRIOR TO COMPLETING**

Client:		Phone:	
Buyers Address:	City:	State:	Zip:
Inspection Address:	City:	State:	Zip:
Inspection Date:	Inspection Time:		

1. This inspection is performed by Castle Check, LLC in accordance with the American Society of Home Inspectors (ASHI), the North Carolina Home Inspectors Licensure Board and or South Carolina LLR Standards Of Practice and Code of Ethics. The use of these Standards are intended to provide the Client with a better understanding of the property conditions, as observed at the time of inspection. Inspections done in accordance with these Standards are visual and are not technically exhaustive. These Standards are applicable to buildings with four or less dwelling units and their attached garages or carports.

2. The **Inspector is not required** to move furniture, personal items, equipment, insulation, or enter un-floored attic areas, evaluate the condition or presence of storm windows / doors / screens / storm shutters, awnings or any other seasonal accessories, or determine their functional efficiency. The operational capacity, quality, or suitability for a particular use of the items inspected as well as design problems and adequacies are not within the scope of this inspection report. Intercoms, security systems, built-in vacuums, lawn sprinklers, internal furnace combustion systems, thermal window seals, refrigerant leakage, fuel/oil tanks and water filtering equipment are **not inspected or evaluated. No destructive or disruptive testing procedures are performed by the Inspector.**

3. Soil conditions, geological stability, infestation inspections, cosmetics, or engineering analysis are **beyond the scope and purpose of this inspection.** The inspection is not a compliance inspection or certificate for past or present government or local codes or regulations, or the suitability of the property for any specialized use. Determining the presence or absence of radon gas, carbon monoxide, safety glass, lead paint, underground oil/gas tanks or any suspected hazardous substance, including but not limited to toxins, carcinogens, molds, mildew, fungi, noise, contaminants in soil, well, and air are **beyond the scope of this inspection.**

4. The inspection and report are furnished on an opinion only basis, **it is not intended to be used as a Guarantee or Warranty expressed or implied.** The Client agrees to perform a Walk Through using provided Walk Through Pre-Settlement Inspection Checklist. I waive all claims against the Inspector / Company in the absence of diligently performing my Walk Through Pre-Settlement Inspection and for lack of more extensive investigation and follow through with a specialist on any problems noted including conformation of any cost to cure.

5. If I make a claim against the Inspector / Company for an alleged error, omission or other act arising out of this inspection report and fail to prove such claim, I will pay all attorney's fees, arbitrator's fees, legal expenses and or costs incurred by the Inspector / Company in the defense of the claim. Any controversy / claim related to this contract, or breach thereof shall be settled by **arbitration administered by (CAMS) Construction Arbitration & Mediation Services. By a Licensed Home Inspector with at least 6 years experience.**

6. This inspection is not for third party use. I request this inspection / report, for my confidential use only. By my release of this report, I indemnify and hold harmless the Inspector / Company for any damages claimed by others.

7. Approximate cost to cure for repairs are to be used as a guide only, **Actual Repair Costs Should Be Determined Prior To Settlement.**

8. Castle Check is authorized to release a copy of the report and disclose information within this home inspection report to my Realtor, for the purpose of clarification and facilitation of repairs. Home inspection reports will be shipped / delivered within three business days from the date of the final / completed inspection.

9. This inspection includes the structure, foundation, electrical, roof, plumbing, HVAC, interior, and built-in appliances.

**Standard Limited Visual Inspection - Fees / Payments:** Payment in full should accompany this contract. If for any reason I do not purchase the above listed property, payment must be received no later than 15 days from the date of inspection. **Cancellation fee / Trip fee (\$ 125.00) if less than 48 hours notice, credit card required to secure date/time.** I authorize Castle Check to charge the credit card provided for; inspections, cancellations and or trip fees. The Client agrees and understands that the maximum liability incurred by the Inspector / Company for errors and omissions in this inspection **shall be limited to the amount paid for the inspection.** I the undersigned have read and accept this contract and fee. The cost of the home inspection is based on the properties age, total square feet (heated & unheated) and condition and is subject to correction and or abortion of the inspection upon the time of the site visit.

Base Home Inspection: \$	Addition Services: \$	Total: \$
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<i>Client's Signature:</i>	<i>Date:</i>
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Inspector's Signature:	Date:	NCLHI: 17	SCLLR: 44
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## ADDITIONAL PROPERTY INSPECTION TERMS and CONDITIONS

**A. INSPECTION LIMITATIONS/EXCLUSIONS:** The Inspection will not be invasive or technically exhaustive, and cannot detect latent conditions or concealed defects, such as drain-line blockage, settlement, structural damage, and other conditions that might exist within or behind walls, ceilings, floors, or in other hidden, obstructed, or inaccessible areas. All conditions and Elements are subject to change. It is not possible to determine or predict water leakage, moisture problems, or other conditions that might be affected by weather conditions, environmental factors, lack of maintenance, or lifestyles. An Inspection does not include or address any items or issues that do not come within the above definition. The Company offers no guarantee and assumes no liability regarding: communal property or components, code compliance; geological or soil conditions (including earth movement by any cause); surface/subsurface water; integrity of heat exchangers or of glass (thermal) seals; structural design or adequacy; wood-destroying insects or organisms infestation; identification or verification of physical composition of components; adequacy or energy efficiency of any house system or component; quality or quantity of water supply; well yield/capacity; pet/pest damage/odors; central vacuums; buried components; swimming pools/hot tubs; lawn irrigation, product notices, warnings or recalls; any unique or nonstandard feature of the house; or any specialized service or evaluation, unless specifically reported otherwise. **The Inspection does not address or make any representation as to component longevity, cosmetic issues, property value, advisability of the property purchase, compliance with laws or codes, or whether the property meets any requirements for insurance coverage or lending eligibility. The Company will not turn on, ignite or otherwise operate any utility service or main shut-off valves that are shut off in order to operate the function of any connected component.**

**B. COMPANY LIABILITY:** Due to the nature of this Inspection, it is difficult to foresee or determine (at the time this Agreement is formed) potential damages in the event of negligence, breach of this Agreement, or otherwise. Thus, if the Company fails to conduct the Inspection as provided herein, the Company's liability (and that of its employees, assigns, agents etc.) for any and all claims related thereto, including, among others, those alleging negligence or breach of contract, is **limited to direct loss/damages to a maximum value of the fee paid for the base Inspection.** The Company assumes no responsibility or liability for any bodily Injury or health condition related to the Inspection or the property. Further, there will be no recovery for consequential or punitive damages or attorneys' fees. The Client understands that the Inspection without this limitation of liability would have to be more technically exhaustive, would likely require the services of specialists, and would cost substantially more than the fee for this Inspection. If the client is interested in extending the scope of the Company's liability, please discuss the Extended Time/Scope Inspection with the Company.

**C. ENVIRONMENTAL CONCERNS:** The Client acknowledges that what is being contracted for is a home/building inspection, not an environmental or indoor air quality evaluation and acknowledges that an Inspection is not intended to detect, identify or disclose the presence or absence of, or potential for, any environmental or biological contaminants, pollutants, concerns or hazards, including, but not limited to fungi (including molds/mildew), allergens, bacteria, asbestos, radon, lead, formaldehyde, carbon monoxide, mercury, or other potentially toxic or hazardous substances in the air, water, soil or materials. The Company assumes no responsibility for any loss or damages related to actual, alleged or threatened contamination or other effects caused by such elements, whether property- or health-related, or the cost to test, remove, clean-up/detoxify the property in any way. To test or evaluate for fungi and/or other biological/environmental concerns, independent evaluation by a specialist(s) is required.

**D. PERMITTED EXCEPTIONS:** If any stated limitation or standard is exceeded (i.e. environmental evaluation, code referenced, etc.) it is done solely at the Company's option and does not void the Terms and Conditions of this contract.

**E. ORAL REPRESENTATIONS:** No oral statements made by the inspector or any Company representative shall expand the scope nor change the terms of this agreement or the Inspection Report and the written report shall be considered the inspection results and no oral representations shall alter the results or their interpretation.

**F. CLIENT OBLIGATIONS:** Client is responsible for arranging access to the property through the owner/seller and ensuring that all utilities are on prior to the Inspection. While we recommend the Client attend the inspection the client acknowledges that being present during the Inspection process is at Client's own risk. Because an Inspection is part of the home purchase process, there are inherent time sensitive matters that must be addressed, including: **(1) Report Follow-Up** Client agrees that the Report (including any addenda or attachments) will be read in its entirety. Client agrees to use due diligence to follow-up with specialists/builder on any reported conditions, defects, or recommendations contained in the Report and failure to do so may constitute negligence: **(2) Seller Disclosure** - Client understands that the Inspection is not a substitute for owner disclosure and agrees to address any issue or concerns with the seller prior to title transfer. Due to the legal nature of the real estate transaction, the Company is not responsible for conditions that develop or are discovered prior to closing: **(3) Final Inspection** - Client agrees to perform a final pre-closing walk through inspection. Company is not responsible for conditions that develop or are discovered prior to closing during the pre-closing walk through, including those visible at the final inspection. If this final inspection is not performed, the Company is relieved of any liability for any defects a pre-closing walk through inspection would have revealed. **For an additional fee, the Company can perform this pre-closing inspection for the Client, see Section G below. (4) Notice of Claims** - The written Report will be the report of record. Should a concern or dispute arise over the condition of an Inspected component after closing of title, the Client agrees to notify the Company in writing within (10) days of discovery and to provide the Company with the opportunity to re-inspect or otherwise document any concerns **prior to the commencement of any repair or replacement work.** Failure to provide such written notification will release the Company of any and all liability concerning the Inspection.

**G. REPAIR REVIEW:** Repair reviews/re-inspections performed do not take the place of the Client's pre-closing walk-thru and are only performed to confirm that repairs were attempted. In no way does a repair upgrade the original home inspection rating and under no circumstances are these repaired items covered under any warranty or guarantee. The repair review is limited to only those items requested for review and the list must be sent in to our office prior to the repair review. All repairs are the responsibility of the parties ordering and/or performing the repairs and should be completed by qualified and/or licensed professional contractors. Obtain receipts, and any associated documentation to confirm repairs/warranties. Repairs have not been thru the test of time, therefore adequacy of repair is difficult to determine and all repairs need to be monitored. **Note:** If the Client has arranged other services to be performed at the property, such as those above, or has received reports related to the property, Client agrees to provide Company with a copy of such reports prior to the start of the Inspection.

**H. NEW CONSTRUCTION:** Applies only for **HOMES THAT ARE ONE (1) YEAR OLD OR LESS AND OR VACANT SINCE CONSTRUCTION.** Unless the Company has completed at least 4 phase inspections during various stages of construction and a review of the construction/design specifications, any post-construction evaluation is restricted to the development of a limited new home inspection report. This restricted scope outlines deficiencies, which were readily observable to our inspector on the date of the inspection, and is primarily an operational check of the home's mechanicals and a check of the condition of in-place structural components. The above limitation is imposed because a standard home Inspection relies on visual evidence and the test of time to determine the properties condition. Conditions, which may or may not indicate a potential concern, may not have surfaced to allow for comparison or evaluation. Under no circumstances does the Company or the inspector assume any liability for present or future deficiencies. Further, it is agreed that this new property report only reflects visible conditions at the time of inspection and does not include any structural design, engineering review, system design, adequacy calculations, environmental/geological analysis, etc. Should the buyer desire such analysis, the appropriate professionals can be contracted.

**I. ONE (1) YEAR LIMITATION PERIOD AND DISPUTE RESOLUTION:** Dwellings are constantly changing and a Property Inspection is a temporal assessment of the Dwelling's condition as of the time/day of the Inspection. **No claim or legal action, including any based in tort, negligence, contract or otherwise, may be commenced against the Company after one year from the date of the Inspection.** Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights, or claims based thereon. **This time limitation period may be shorter than provided by state/provincial law.** Should the Client initiate legal action against the Company and not fully prevail in such action and/or it is determined that the Report apprised Client of the condition that is the subject of the suit. The Client will be responsible for all arbitrations/attorneys' fees and related costs associated with the Company's defense of the matter. The client agrees that all claims arising out of this Agreement and/or any Services provided shall be settled by binding arbitration administered by (CAMS) Construction Arbitration & Mediation Services by a licensed Home Inspectors with at least 6 years full time experience, at the Client's expense in Charlotte NC. The parties shall be bound by the arbitrator's determination and expressly waive other legal remedies.

**J. COMPANY RELATIONSHIPS/THIRD PARTY PROVIDERS:** The Company may have an affiliation with third-party service providers ("TPSP") in order to offer value-added services to its Clients. The Company may receive compensation for such services. The Company may also arrange for these TPSP to send literature or make post-inspection contact with the Company's Clients. If Client does not wish to receive literature from or be contacted by a TPSP, Client must notify the Company.