

Home Safe Inspection Services, LLC
2321 Sterling Green Dr., Morrisville, NC 27560
Office: (919) 698-2475 or Mobile: (919) 698-3802
Real Estate Inspection Contract

Client's Name: Max and Gina Barta

Address:

Client's Phone:

Property Address: 1931 Creedmoor Rd.
Creedmoor, NC

Agent:

Date of Inspection: Friday, January 7, 2011 2:30 P.M.

Type of Inspection/s: Residential Inspection and Radon Testing.

Home Safe Inspection Services, LLC, is hereby employed by Client(s) to perform a limited visual inspection of apparent conditions in readily accessible areas existing at the time of the inspection. Generally accepted professional inspection standards, techniques, and methods shall be used. **This home inspection is performed in accordance with the "Standards of Practice of the North Carolina Home Inspector Licensing Board". A copy of these guidelines is available from said board.** Absolutely no warranties or guarantees are given or implied for any latent or concealed defects. Additionally, any repairs after the inspection may reveal defects that are not accessible at the time of the inspection. Home Safe Inspection Services, LLC, is not liable for any defect or deficiencies which cannot be reasonably discovered during the limited visual inspection. As a part of your home inspection the inspector will inspect and report on the following areas unless that area has been marked for exclusion from our services:

1. **STRUCTURAL COMPONENTS** – including foundation, floors, walls, columns, ceilings, and roofs. **Excluding:** Nothing Excluded

2. **EXTERIOR OF STRUCTURE** – including wall claddings, entryway doors, decks, steps, eaves, driveways, and a representative number of windows. **Excluding:** Nothing Excluded

3. **ROOFING** – including roof coverings, roof drainage systems, flashing, skylights, and chimneys. **Excluding:** Nothing Excluded

4. **PLUMBING** – including interior water supply and distribution system, interior drain waste and vent system, hot water system, fuel storage & distribution system, and sump pump. **Excluding:** Nothing Excluded

5. **ELECTRICAL** – including service entrance conductor, service equipment, main distribution panel(s), voltage ratings, a representative number of installed ceiling fans, lighting fixtures, switches, receptacles, ground fault circuit interrupters, and smoke detectors. **Excluding:** Nothing Excluded

6. **SYSTEM HEATING** – including permanently installed heating system & controls, chimneys, heat distribution system, including fan(s), pumps, ducts, and automatic safety controls. **Excluding:** Nothing Excluded

7. **CENTRAL AIR CONDITIONING** - including normal operating for the central air conditioning system, and the distribution system. **Excluding:** Nothing Excluded

8. **INTERIOR** – including walls, ceilings, floors, steps, a representative number of cabinets, a representative number of interior doors, and windows. **Excluding:** Nothing Excluded

9. **INSULATION AND VENTILATION** – including insulation vapor barriers, ventilation of attic & foundation areas, kitchen, bathroom & laundry systems, and the operation and accessibility of any accessible attic ventilation fan(s) when temperatures permit. **Excluding:** Nothing Excluded

10. **BUILT-IN KITCHEN APPLIANCES** – including the observation & operation of dishwasher, range, trash compactor, garbage disposal, ventilation equipment, and permanently installed oven and microwave oven. **Excluding:** Nothing Excluded

11. **ADDITIONAL SERVICES REQUESTED** – additional services requested by the client, will be conducted in accordance with accepted methods and standards. Radon Canister Testing and Analysis.

The price for this inspection with the exclusions identified above shall be **\$525.00** (Residential \$275.00 + Radon \$125). PAYMENT is due upon full completion of this inspection and delivery of the report to the client. Payment may be made by check, cash or credit card. A \$30.00 fee will be added to all accrued fees for all returned checks or credit card denials. This contract does not include the cost for re-inspection of the above property. Payment of all inspection fees are not contingent upon the closing of the loan proceeding for the above property. Payments not received within 30 days of inspection will be subject to additional interest fees.

EXCLUSIONS AND LIMITATIONS: The parties acknowledge and agree that this inspection is limited to visual observations of apparent conditions existing at the time of the inspection only. This inspection is not intended to provide the purchaser with information regarding the advisability of this purchase, the market value of the property, the compliance or non-compliance with building codes, ordinances and statutes, the suitability of this property for specialized use, the life expectancy of any component or systems in the property, the presence or absence of pests or insects or cosmetic or underground items or items that are not permanently installed. Reference is specifically made to the “Standard of Practice and Code of Ethics of the North Carolina Home Inspectors Licensing Board” for a comprehensive listing of those items which are not required and, unless specifically included, will not be part of this inspection. All heat exchangers, well(s), septic systems, and/or freestanding sheds are not a part of this inspection. Home Safe Inspection Services, LLC reserves the right to make corrections for clerical or other errors in the “Inspection Report and Report Summary”.

This inspection report does not address and is not intended to address the possible presence of any danger from or potentially harmful substance and environmental hazard, including but not limited to radon gas, lead paint, asbestos, urea formaldehyde (UFFI), toxic or chemical analysis, airborne hazards, mold, polluted water, or underground oil tanks. Further Home Safe Inspection Services, LLC is not responsible for any misleading information provided by the seller or his assigned agent(s) for any matter concealed or hidden from the inspector.

ARBITRATION: should the client believe that Home Safe Inspection Services, LLC be liable for any issues arising out of this inspection, then the client shall communicate said issues in writing to Home Safe Inspection Services, LLC within ten

(10) days of the date of the inspection. If the issue cannot be resolved between the parties, both parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration is to be conducted by a full-time building inspector with a minimum of six (6) years experience as a building inspector. The inspection will be judged in accordance with the "North Carolina Home Inspector Licensure Board - Standards and Code of Ethics" applicable at the time of the inspection. Disputes settled without favor to the client will mandate a payment of re-inspection time, fees, including but not limited to reasonable attorney fees and arbitration costs.

ACKNOWLEDGEMENTS: this inspection is performed for the sole, confidential, and exclusive use and possession of the client. Neither the content of this report nor any representation made herein are assignable without the express written permission of HSIS, LLC and any reliance thereon by any party other than the Client named is prohibited.

X _____
Initial Initial

This inspection and report are not intended to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance, or condition of any inspected structure, item, or system and any visual problems observed should be verified with the appropriate contractor, electrician, plumber, or skilled professional for cost estimates and code compliance.

X _____
Initial Initial

LIMIT OF LIABILITY: It is understood and agreed that should Home Safe Inspection Services, LLC and/or its agents or employees be found liable for any loss or damage resulting from a failure to perform any of its obligations, including but not limited to negligence, breach of contract or otherwise, then the liability of Home Safe Inspection Services, LLC and/or its agents or employees shall be limited to the sum equal to two times the amount of the fee paid for by the client for this inspection and report.

PROPRIETARY OWNERSHIP: It is further agreed that the client shall be owner of the report and Home Safe Inspection Services, LLC shall not release copies of this report to anyone other than the client and their agent without the client's permission.

AGREEMENT: this contract represents the entire agreement between Home Safe Inspection Services, LLC and the client. Home Safe Inspection Services, LLC is not responsible for the repair, replacement, or alteration of any items within or upon the inspected property. The client acknowledges that they have read and understood the extent and limitations of this inspection and agree to all of the limitations, terms, and exclusions contained within this contract. This contract covers the initial and all subsequent inspections involving property located at the address listed on page one at "Property Address".

X Client's Signature: _____ Date: _____

Printed Name: _____

X Client's Signature: _____

Printed Name: _____

Inspectors Signature: _____ Date: January 7, 2011

Printed Name: Dennis A. McCulloch
License Number 2038