

# Home Inspection Contract

## *First Flight Home Inspections, Inc.*

P.O. Box 5352, Cary, NC 27512-5352  
Phone 919-244-8627 Fax 919-467-2508

Property Address:

Client Name(s):

Notice Address:

Scheduled Date/Time:

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 accessible areas existing at the time of Inspection. This Home Inspection will be performed in accordance with (I.A.W.) the Standards of Practice and Code of Ethics of the North Carolina Home Inspector Licensure Board (hereinafter 'NCHILB') and this contract. A copy is available from the NCHILB. As part of the home inspection, the inspector will visually inspect and report on the following areas, unless that area has been marked for exclusion, is not present, is a additional limited inspection, is part of the common areas of a condominium or townhouse, is dangerous to the inspector, may cause damage to the property, or is not readily accessible, or utilities are not available:

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

Exclusions:

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

Exclusions:

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

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.

Exclusions:

- **ELECTRICAL** – including service entrance conductors, service and grounding equipment, main and distribution panels, main overcurrent devices, service amperage & voltage ratings, branch circuit conductors and overcurrent devices and their compatibility, a representative number of installed ceiling fans, lighting fixtures, switches and receptacles, polarity and grounding of certain receptacles, ground fault circuit interrupters, and smoke detectors.

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.

Exclusions:

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

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.

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.

Exclusions:

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

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 additional fees. Payment is due at the time of the field inspection, in the form of a check or cash. 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 \$30.00 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 field inspection only, and are not technically exhaustive. This inspection and report is intended to provide the Client(s) with a better understanding of the condition of the property existing at the time of the field inspection and is not intended to be used as a guaranty or warranty, or hedge against latent defects or future maintenance or repair costs. It must be specifically understood that the visual 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. All Client(s) should budget for normal and unexpected repairs. 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. Further, FFHI is not responsible for any misleading information provided by seller or for any matter concealed or hidden. Any repairs or modifications after the inspection may reveal additional defects that are not apparent or accessible at the time of inspection. Reference is specifically made to the Standards of Practice and Code of Ethics of the North Carolina Home Inspector Licensure Board for a comprehensive listing of those items that are not required and, unless specifically included, are not part of this inspection. Additionally, 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; or manufacture's installation instructions, guidelines or specifications; 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; design defects, product recalls or class actions; the adequacy of any repairs or remediation efforts; directions on how to address any problems found; assessments or remediation specifications, screenings or surveys; cost estimates of repairs or remediation; the presence or absence of pests or insects; underground items; cosmetic items or items that are not permanently installed. Arc fault circuit interrupters, elevators, heat exchangers, motion detectors, solar energy systems, thermal windows, window screens, refrigerators, freezers, washers and dryers, radon remediation systems, synthetic stucco, pools, saunas, spas, hot tubs, irrigation systems, septic systems, water wells, water pumps, water pressure tanks, water service pipes, water softeners or purifiers, will not be part of the inspection. Unless specifically included as an additional item, detached structures or buildings will not be part of the inspection. These inspections and reports are not an environmental survey and do not address and are not intended to address the possible presence of, or proximity to, or the potential health impact or danger from any potentially harmful substance and/or environmental hazards, including but not limited to: arsenic, asbestos, asbestos containing materials, allergens, bacteria, viruses, carbon monoxide, carcinogens, electro magnetic fields, fungus, lead, mold, mildew, noise, odors, PCB's, pesticides, silica, toxic or flammable chemicals, radiation, radon, urea formaldehyde (UFFI), CCA pressure treated woods, polluted soil, polluted water, water quality, underground oil tanks and proximity to toxic waste sites. FFHI is not responsible for the repair, replacement, or alteration of any item within or upon the inspected property. HVAC heat pumps will not be operated in the reverse mode for the season. The Inspector will not move furniture or personnel items. The Inspector at his/her sole discretion will not enter or inspect dangerous areas. If utilities and/or full unfettered access are not available, the Inspector will not switch on utilities or light pilot lights, but is to proceed with the field inspection, visually inspecting those items/areas that are readily available and complete the report. Additional limited inspections can be arranged and may result in an additional fee. Any additional 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, engineering letters, residential property disclosure statements, or any other reports prior to inspection. Client(s) agrees to read the entire report and immediately contact FFHI with any concerns or questions. Client(s) are responsible to have all items identified as: not functioning as intended, adversely affecting the habitability of the dwelling, requiring repair, warranting further investigation by a specialist or subsequent observation, as an additional recommendation or items that the inspection of was limited or excluded; and their related systems and or components; 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 repaired or remediated by a registered professional engineer or the appropriate NC licensed, certified or otherwise qualified professional contractor, that provide written documentation which can transfer with the property. Client(s) will assume all liability of any kind or theory above the amount paid for the inspection and report. When applicable, Client(s) are responsible for insuring the invoice for payment is received by the settlement agent and the fees are included in the settlement statement 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:** 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 Construction Arbitration & Mediation Services. 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 Client(s). Neither the contents of these reports nor any representation made herein are transferable or assignable without the express written permission of FFHI and any reliance thereon by any party other than the Client(s) named above is strictly prohibited. This inspection and report is intended to provide the Client(s) with a better 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, 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.

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 First Flight Home Inspections, Inc., 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 LIMIT OF LIABILITY and 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 # \_\_\_\_\_