



Commander Inspections, LLC; NC License #4682
office@commanderinspections.com; 919-864-2179
5116 Oakbrook Drive Durham, NC

Date:

Date of Inspection:

Property to be Inspected:

Client Name(s):

Email Address(es):

Realtor Contact:

Home Inspection Fee: \$

Radon Testing Fee: \$

Pest Inspection Fee: \$

Total Fee: \$

This contract between the CLIENT and Commander Inspections, LLC is for a home inspection (Home Inspection) of listed property (Property).

- I. **STANDARDS OF INSPECTION:** The home inspection will be performed in accordance with the Standards of Practice of the North Carolina Home Inspector Licensure Board (NCHILB SOP). Please visit the North Home Inspector Licensure Board web site at www.nchilb.com to obtain a copy of this standard.

This Home Inspection, according to the NCHILB SOP, shall provide the Client with an understanding of the Property's condition as observed at the time of the Home Inspection. The Home Inspection will be performed to the best of Home Inspector's ability; **however, this does not imply a warranty or a guarantee that the Property, the Home Inspection, or the Home Inspection report will be without flaw.**

The Home Inspector makes every effort to correctly identify or describe systems and or components where required by reporting standards, however, the Home Inspector does not assume any liability for incorrect description such as listing of incorrect materials or system type. The Home Inspector does not guarantee that all defects will be located, recognized, identified, or reported. The Home Inspector assumes no liability for problems or concerns arising from incorrect system/component descriptions, the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future.

The Client acknowledges that the liability of the Home Inspector, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the home inspector's negligence or breach of any obligation under this Agreement, including

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errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the Home Inspector for the Home Inspection (Inspection Fee).

The Client acknowledges that liability be limited to one year from the inspection date and that the liquidated damages described above shall be the exclusive remedy for said liability. The Client waives any claim for consequential, exemplary, special, or incidental damages or for the loss of the use of the Property. This aforementioned remedy for damages shall be exclusive even if the Client has been advised of the possibility of other such damages.

II. PURPOSE AND SCOPE: The purpose of the Home Inspection is to provide the Client with a better understanding of the property's condition as observed at the time of the Home Inspection. The Home Inspection is a non-invasive, limited inspection of the home. The home inspection report contains information concerning systems or components found not to function as intended or in need of further evaluation and repair at the time of the home inspection, however, does not predict future conditions or failures. It is the Client's responsibility to read the complete inspection report and follow up with further investigation and repairs prior to the purchase of the home.

III. LIMITATIONS AND EXCLUSIONS: The Client acknowledges that the following is a brief list of items that are beyond the scope of this Home Inspection, acknowledges that an additional list is available for review within the NCHILB SOP: building code verification, load bearing alignments, heating and air conditioning sizing, availability of repair parts, availability of refrigerates, identification of refrigerate types, energy efficiency, suitability for intended use, any detached buildings, garden walls, driveway retaining walls, wood burning insert stoves, water softening systems, wells, septic systems, floor /wall coverings, conditions of materials covered during remodeling or upgrades, cosmetic defects, paint conditions, pet odors, mold, mildew, asbestos, rodents, bats, insects, sanitary conditions, abandoned wells, abandoned fuel storage, buried fuel tanks, failed hermetic window seals, window air conditioning units, central vacuum systems, hot tubs, spas, saunas, swimming pools, electrical systems for spas/hot tubs/pools, playground equipment, sprinkler systems, underground utilities such as electrical and plumbing, antennae, tool sheds, phone lines, cable lines, irrigation systems, portable heating or cooling equipment, chimney flue liners, washing machine drains, dryer ducts, tub/sink overflow drains, refrigeration appliances, building components behind/under dishwashers, refrigeration and laundry appliances; intercom systems, alarm systems, mineral deposits/surface chips/scratches to plumbing fixtures, and driveway surfaces. The scope of the inspection of retaining walls will be with respect only to their effect on the immediate condition of the foundation of the home and will be limited to walls under four feet in height. The Client should consult an engineering professional for all properties with retaining walls located more than four feet from the foundation of the home and or retaining walls four feet or greater in height.



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The Client acknowledges that a Home Inspector cannot identify problems or conditions that are out of view or have been purposefully covered up. The Home Inspection does not include lifting carpets, looking behind vinyl or other siding materials, removing ceiling panels, removing insulation, removing vapor barriers, moving furniture, moving personal items, moving refrigerators, moving laundry appliances, disassembling HVAC systems for inspection of heat exchangers, coils, fans, or of interior duct surfaces. Inspectors are not required to report on the following: life expectancy of any component or system; the causes of the need for a repair; the extent of the defect, methods, materials, and costs of corrections; the suitability of the property for any specialized use; identification of water and or sewer as private or public; compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; the market value of the property or its marketability; the advisability or inadvisability of purchase of the property; any component or system that was not inspected, the presence or absence of pests such as wood damaging organisms, rodents, or insects; or items not permanently installed.

The Client acknowledges that the Home Inspector will not: Enter any area or perform any procedure that may damage the Property or its components or be dangerous to or adversely affect the health or safety of the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the effectiveness of any system installed to control or remove suspected hazardous substances such as radon, air pollution, and or mold; Predict future condition, including seasonal water penetration; failure of components; Project operating costs of components; Inspect special equipment or accessories that are not listed as components to be inspected in the SOP; Disturb insulation, except as required in Rule .1114 of the NCHILB SOP when hazardous conditions are not present.

Health and other environmental issues are beyond of the scope of the Home Inspection. This exclusion includes but is not limited to: determining the presence or absence or necessity to remove any suspected adverse environmental condition or hazardous substance, including mold, toxins, carcinogens, asbestos, noise, radon, and contaminants in the building or in soil, water, and air. The home inspector only considers fungal growths such as mold as a sign of water penetration or condensation related to potential harm to required inspected system and components of the house. The home inspector does not determine if fungal growths such as mold should be removed or cleaned from any surface, system, or component. If the Client has concerns related to the environmental health of the home or the presence of fungal growths such as mold, or any other undesirable substance, an industrial hygienist should be consulted to conduct an environmental inspection prior to purchasing the home.

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The majority of the structure and systems/components of a home are hidden from view. An absolute complete inspection would only be possible through destructive or invasive investigation; if this type of inspection is desired or needed an engineering company specializing in construction defects should be consulted. The owner and the builder have the responsibility of disclosure. It is recommended that the Client directly ask for disclosure related to past occurrences that presented defects, major repairs that have taken place, history of harmful water penetration, and known problems or construction errors prior to purchase. The inspection of a new, recently remodeled, remodeled for intent to sale, or vacant home should be considered as incomplete or preliminary until system loads are applied, and a second inspection in 6 to 12 months is recommended.

- IV. ATTENDANCE OF CLIENT:** The Client may attend the Home Inspection as it is performed by the Inspector. However, Client assumes all risk involved with attending said Home Inspection and shall hold Home Inspector harmless for any injuries which befall the Client during the Home Inspection. Client shall not follow Home Inspector into attics, crawl spaces, onto roof surfaces, or any utility areas.

- V. CONFIDENTIALITY:** The content of your report is confidential and shall not be disclosed to any other party without your express written approval and authorization.

- VI. REPORT:** The Client acknowledges that the Home Inspector reserves to right to amend the report to correct typographical or other errors. This contract covers the original report, any amendments and any addendums to the report, including re-check inspections that occur within 90 days of the original inspection when applicable. The inspection report is the property of the home inspector and may not be published/posted on the internet in any manner for any usage except report delivery at time of the transaction. The home inspection report is to be provided after payment and within 3 business days. The report cannot be sold, published, posted, or transferred by the Client. If the Client has reason to believe that there is an omission, typographical error, error or deficiency in the inspection or in the report, he or she must notify the Home Inspector in writing within 30 days of the delivery of the report, and make the property available for re-inspection by the Home Inspector or an expert of the Home Inspector's choice. Repairs or property modification must not be made prior to re-inspection. As described previously, the Home Inspector shall not be held liable for more than the Inspection Fee that was charged even in the event of violation or breach of the contract.

- VII. ARBITRATION:** The Home Inspector may choose to return the Inspection Fee as a final settlement in the event of a dispute. In the event that the Home Inspector decides not to return the



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Inspection Fee disputes are to be settled by the arbitration using the arbitrator or law firm of the Home Inspector's choice.

VIII. PAYMENT: Payment for home inspection services provided by Commander Inspections LLC is due by time of service. Please note: Home inspection report will not be released to the client until payment has been received.

IX. CANCELLATION: If you have already paid your invoice for your inspection and need to cancel that inspection, the following policies apply:

- a. If you cancel your inspection greater than 24 hours prior to the time of your inspection, you will receive a full refund.
- b. If you cancel within 24 hours of your inspection you will receive a 75% refund.

If you need to reschedule your inspection and do so more than 24 hours prior to the time of your inspection no charges will apply. If you reschedule within 24 hours a \$25 service fee will be applied to your invoice.

The acceptance of the inspection report binds this contract between the home inspector and the client under the guidelines of this contract which limits the inspector's liability to a time period not to exceed one year and the paid inspection fee.

(Client Signature) (Date)

(Client Signature) (Date)

Client initials: _____ Client initials: _____