

# Eagle Eye Home Inspection Services

P. O. Box 551282

Gastonia, NC 28055

Office 704 825-2048 Fax 704 825-2049

*Real Estate Inspection Contract*

Client(s) Name: \_\_\_\_\_

Phone Number : \_\_\_\_\_ Email Address: \_\_\_\_\_

Property Address to be Inspected: \_\_\_\_\_  
\_\_\_\_\_

Date and Time of Inspection: \_\_\_\_\_

Eagle Eye Home Inspection Services (EEHIS) is hereby employed by Client(s) to perform a limited visual inspection of apparent conditions in readily accessible areas existing at the time of inspection. **There is no guarantee or warranty that every problem will be found or that nothing will fail after the inspection.** Generally accepted professional inspection standards and methods shall be used. This home inspection is being performed in accordance with the standards of practice of the North Carolina Home Inspector Licensing Board and 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 inspection. EEHIS is not liable for any defects or deficiencies, which cannot be reasonably discovered during the limited visual inspection. As 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: \_\_\_\_\_
2. **Exterior of Structure** – including wall claddings, entryway doors, decks, steps, eaves, driveways and a representative number of windows. Excluding: \_\_\_\_\_
3. **Roofing** – including roof coverings, roof drainage systems, flashing, skylights and chimneys.  
Excluding: \_\_\_\_\_
4. **Plumbing** – including interior water supply and distribution system, interior drain waste and vent system, hot water system, fuel storage and distribution system and sump pump.  
Excluding: \_\_\_\_\_
5. **Electrical** – including service entrance conductors, service equipment, main distribution panels, voltage ratings, a representative number of installed ceiling fans, lights fixtures, switches and receptacles, ground fault circuit interrupters, and smoke detectors. Excluding: \_\_\_\_\_
6. **System Heating** – including permanently installed heating system and its controls, chimneys, heat distribution system, including fans, pumps and ducts and automatic safety controls.  
Excluding: \_\_\_\_\_
7. **Central Air Conditioning** – including normal operation control of the central air conditioning system and the distribution system. Excluding: \_\_\_\_\_
8. **Interior** – Including walls, ceilings, floors, steps, a representative number of cabinets and a representative number of doors and windows. Excluding: \_\_\_\_\_
9. **Insulation and ventilation** – including insulation vapor barriers, ventilation of attic and foundation, kitchen, bathroom and laundry venting systems, and the operation of any readily accessible attic ventilation fan when temperature permits. Excluding: \_\_\_\_\_
10. **Built-in Kitchen Appliances** – including the observation and operation of dishwasher, range, trash compactor, garbage disposal, ventilation equipment, permanently installed oven and microwave oven. Excluding: \_\_\_\_\_

*The price of this inspection with the exclusions identified above shall be \$\_\_\_\_\_.*

*The price of additional inspection shall be \$\_\_\_\_\_. The Total price is \$\_\_\_\_\_.*

*Payment is due upon full completion of this inspection. See Exclusions and Limitations as follows:*

**EXCLUSIONS AND LIMITATIONS:** The parties acknowledge and agree that this inspection is limited to visual observation of apparent conditions existing at the time of the inspection only. Those items hidden (intentionally or not), inaccessible or non-viewable, are not subject to the inspection whether or not this is specifically mentioned in the report. The report will be compiled and issued upon this understanding. 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 codes, ordinances and statutes, the suitability of this property for specialized use, the life expectancy of any component or system 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 standards of practice and code of ethics of the North Carolina Home Inspector Licensing Board for a comprehensive listing of those items which are not required and unless specifically included, will not be a part of this inspection.

This inspection report does not address and is not intended to address the possible presence of any danger from any potentially harmful substance and environmental hazards, including but not limited to radon gas, mold, lead paints, asbestos, urea formaldehyde (UFFI), toxic or chemical analysis, airborne hazards, polluted water, or underground oil tanks. Further, EEHIS is not responsible for any misleading information provided by seller or any matter concealed or hidden from the inspector. **Other testing is available as a separate inspection.**

**Binding Arbitration:** Should the client(s) believe that EEHIS be liable for any issues arising out of this inspection, then client shall communicate said issues in writing to EEHIS within thirty days of the inspection. **If the issues 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 an arbitrator who is a full-time building inspector with a minimum of six years experience as a building inspector. The inspection will be judged in accordance with the North Carolina Standards of Practice and Code of Ethics.**

### **Client's/Seller's Responsibility before this Inspection:**

Client(s) warrant and promise that all necessities to enable a thorough, full and unimpeded inspection to be carried out without undue delay or inconvenience (e.g. access, utilities, fuel, door keys, window lock keys, etc.) will be provided on site at the said time.

**It is specifically understood that the inspector will not (and will not be asked to) switch on utilities or appliance not up and running for the reason that there may be consequential damage for which he would be held liable.** In that case, the inspector will use his own judgment whether to abort the inspection or go ahead and inspect as much as he can. His decision will be final. The quoted price will still be payable.

### **Aborted or Partial Inspections**

Client(s) agree that, if the inspection cannot be started at the agreed time through no fault of the inspector, then client will pay a cancellation or delay fee of \$100. (24 hours notice is needed to avoid this fee).

Client(s) understand that, if for whatever reason, the inspection cannot be completed through no fault of the inspector, the report will be limited accordingly but that the full agreed inspection fee is still payable.

Client(s) agree that client will pay an additional fee (\$100 minimum) if a return visit is necessary (except for radon pickup) through no fault of the inspector. This fee will be based on the time taken to complete the inspection.

The provision above have been made necessary through experience of both clients and realtors not bothering to ensure that the house is ready for inspection, causing dead time and wasted driving for the inspector. Call me for information as to how you can check that the utilities are connected.

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**Acknowledgement:**

x \_\_\_\_\_                      This inspection is performed for the sole, confidential and exclusive use and  
Initial                      Initial                      possession of the Client(s). Neither of contents of this report nor any  
Representation made herein are assignable without the express written  
Permission of EEHIS and any reliance thereon by any party other than the  
Client(s) named above is prohibited. This report is designed only to provide a  
Better understanding of the property’s condition, as observed at the time of the  
Home Inspection.

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

**Limit of Liability: It is understood and agreed that should EEHIS and /or its agents or employees be found liable for any loss or damages 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 EEHIS and/or its agents or employees shall be limited to a sum equal to the amount of the fee paid by the client(s) for this inspection and report. No legal action, including those alleging negligence, may be commenced against EEHIS or it’s agents after one year from the date of the inspection.**

**Agreement: This contract represents the entire agreement between Eagle Eye Home Inspection Services and the Client(s). EEHIS is not responsible for the repair, replacement or alteration of any item 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.**

Client’s Signature: x \_\_\_\_\_ Date: x \_\_\_\_\_

Printed Name: x \_\_\_\_\_

Client’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Inspector's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Rick Goins

License Number 1771