

Mark Matthews Home Inspections, Inc.
284 Electra Lane
Westfield, NC 27053
Email: MMinspect@surry.net
Website: [Http://www.MMinspect.com](http://www.MMinspect.com)
Office: 336-618-6096

This Agreement Limits Our Liability. Read It Carefully And Ask About Anything If You Do Not Understand.

Client Name(s):

Client Address:

Phone Numbers:

Mark Matthews of Mark Matthews Home Inspections, Inc (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties," for the property located at:

Property Address:

The Parties Understand and Voluntarily Agree as follows:

Mark Matthews Inspection Services will conduct a visual inspection of the subject property and prepare a written inspection report of the *apparent* condition of the accessible installed systems and components existing at the time of the inspection. This will include inspection of Structural Components, Exterior, Roofing, Plumbing, Electrical, Heating, Central Air Conditioning, Interiors, Insulation, Ventilation, and Built in Kitchen Appliances. All oral comments and/or recommendations made by the Inspector are made as a courtesy and are not to be considered a part of the official report unless contained in the report. The parties agree that the current Standards of Practice for Home Inspections for the State of North Carolina shall define the standard of duty, limitations, and exclusions and are expressly incorporated herein by reference. A copy of these standards will be provided upon request. This home inspection is subject to the following terms and conditions:

This inspection covers the principal dwelling and attached structures only. Non-attached structures are inspected per mutual agreement at additional charges. CLIENT agrees that any re-inspections requested and performed are limited inspections, for the items requested in writing and this agreement applies to re-inspections as well. Any problems resulting from the repair work are the sole responsibility of the contractor performing the repair. The CLIENT is advised to use only State licensed contractors for repairs. CLIENT agrees that if the INSPECTOR recommends further evaluation of a condition noted in the inspection Report that CLIENT will do so before the end of any inspection contingency and prior to closing. All photos uses in the report shall be used for reference only and are for courtesy purposes only. Damage or areas of interest may not be limited to areas shown in the photo and a single photo may also be used as an example of similar areas of interest/damage. The CLIENT has obtained a right of entry to perform this inspection from the seller or seller's representative.

→ IMPORTANT: INSPECTOR will not open gas or water valves, light pilot lights, activate electrical services that have been turned off, or cut locks open. The CLIENT is solely responsible for ensuring that all utilities are turned on, that breakers are turned on, that all water and fuel valves are open, that all pilot lights are lit, and that all rooms and crawl spaces are unlocked prior to the inspection. ←

Return visits because utilities were off, valves were off, pilot lights were not lit, or certain areas were locked will be subject to an additional fee starting at \$125.00 (travel charges may apply depending on distance).

This inspection does not constitute a warranty, insurance policy, or guarantee of any kind. The inspection report reflects visual, non-invasive and non-technically exhaustive observations of certain listed systems and components of the subject property as of the date, time and conditions when the inspection is performed and is not a listing of repairs to be made. It is supplemental to the seller's disclosure.

General Exclusions – *Visual Only* – *The INSPECTOR cannot examine what cannot be seen. INSPECTOR does not remove floor, wall, or ceiling coverings, move furniture or debris, open walls or perform any type of destructive testing.*

INSPECTOR does not disassemble equipment. INSPECTOR does not inspect, comment on, or test underground or concealed pipes or underground or concealed electrical lines, circuits, generators, underground storage tanks, or anything underground. Because this inspection is visual and non-invasive, defects existing in concealed or inaccessible items or components may remain undetected during the inspection. CLIENT agrees to assume all risk for system or component conditions that are concealed from view, inaccessible to the Inspector at the time of the inspection, unsafe and/or substantially deficient at the time of the inspection. Because this is a visual and non-invasive inspection of accessible areas only, any area not readily accessible or visible because of, but not limited to, soil or vegetation, walls, height restrictions, floors, carpets, ceilings, furnishings, debris or personal belongings, water, ice, snow, or any condition that would endanger the Inspector or potentially cause damage to the subject property or any of its systems or components ARE SPECIFICALLY EXCLUDED FROM THIS INSPECTION. It is agreed that the property being inspected is not involved in any legal action or court proceedings involving the CLIENT, buyer, seller, current owner, or any other party. Note: INSPECTOR will return and inspect any area made visible by the CLIENT or homeowner or by changing weather conditions; however, return visits will be subject to an additional fee.

Limited Scope of Inspection – The following are specifically excluded from this inspection: Sewer lines and/or onsite waste disposal systems; water softeners; low voltage electrical systems; data and communications systems or other ancillary wiring that is not part of the primary electrical distribution system, lightning arrestors; any timing systems; water purification systems; well systems; solar heating systems; swimming pools, spas; fencing; playground or sports equipment; underground sprinkler systems; pressure tests on central air conditioner systems; furnace heat exchangers; radiant heating systems; portable appliances (including refrigerators, washers, dryers, etc.), carbon monoxide detectors. INSPECTOR does not inspect for any environmental issues and the CLIENT specifically acknowledges that a Property Inspection is NOT an Environmental Survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include but not limited to asbestos, lead; urea formaldehyde; mildew; odors; noise; toxic or flammable materials; air quality; electro-magnetic fields; carbon monoxide; proximity to toxic waste sites; PCB's or other toxins; radon gas (unless specifically requested), or drinking water quality (unless specifically requested). INSPECTOR does not address conditions relating to animals, pests, or rodents. EIFS (Exterior Insulation and Finish System or synthetic stucco) siding systems are not inspected. **You agree to hold the INSPECTOR harmless for any injury, health risk or damage caused or contributed to by these conditions.** No sampling or analysis of mold is conducted (unless specifically requested). Cosmetic features are excluded, including without limitation: paint; wall coverings; carpeting and other floor coverings; paneling; lawn; and landscaping. INSPECTOR does not inspect for building code compliance (although building codes may be used as a reference), soil analysis, adequacy of design, capacity, efficiency size, value, flood plain location, pollution or habitability. INSPECTOR does not operate heating or cooling systems in temperatures that may cause damage to the unit (air conditioner systems will not be operated if outside temperatures are 65 degrees F. or less; heat pumps will not be operated in heat mode if outside temperatures are 65 degrees F. or above). INSPECTOR does not inspect heat exchangers, gas packs, boilers, etc. for cracks.

Radon Sampling – At the request of the CLIENT, INSPECTOR will take an air sample for analysis by a third party laboratory. The CLIENT understands that INSPECTOR is only taking a sample and that the laboratory is responsible for determining the results.

Fees and Payment: The cost of the inspection is based on square footage and age of the home. **THE INSPECTOR RESERVES THE RIGHT TO WITHHOLD DELIVERY OF THE INSPECTION REPORT UNTIL THE INSPECTION FEE AND ANY OTHER REQUIRED FEES ARE PAID IN FULL.** CLIENT agrees to pay all legal and ancillary expenses (including time charges) related to the collection of all unpaid Inspection fees and a \$25 fee for any returned checks. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

Initial X _____ Cost of inspection: Write in amount:

Indemnification: CLIENT agrees to indemnify, reimburse, defend and hold Inspector harmless from any third party claim, action, demand or costs associated with the Inspection or Report that is brought by that third party due to any item that fails or breaks during inspection.

Liability: INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and

impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

Due to the nature of the services INSPECTOR is providing, it is difficult to foresee or determine (at the time this Agreement is formed) potential damages in the event of negligence or breach of this Agreement by INSPECTOR. Thus, if INSPECTOR fails to perform the Services as provided herein or are careless or negligent in the performance of the Services and/or preparing the Report, INSPECTOR liability for any and all claims related thereto is limited to the fee paid for the Services, and this liability shall be exclusive for one year from the date of the inspection if the Disputes and Resolutions statement below is in compliance, and CLIENT releases INSPECTOR from any and all additional liability, whether based on contract, tort, or any other legal theory. There will be no recovery for consequential damages. CLIENT understands that the performance of the Services without this limitation of liability would be more technically exhaustive, likely require specialties and would cost substantially more than the fee paid for this limited visual inspection. CLIENT understands that CLIENT is free to consult with another professional if CLIENT does not agree to this provision.

X _____
bound by the provisions of this limitation of liability provision.

By signing here, the client agrees to be

Disputes and Resolution: In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

In providing the property inspection and inspection report, information about the client, inspector, real estate professional, and property will be collected and input into HomeGauge inspection software and services, which inspector uses to produce the inspection report. This information may include personally-identifiable information about the client, inspector and real estate professional. This information may subsequently be used by the provider of HomeGauge, as set out in the HomeGauge Privacy Policy found at <https://www.HomeGauge.com/privacy.html> . Inspectors may choose to use this information to market new or related products and services to clients.

The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Mark Matthews
INSPECTOR: Mark Matthews - NC 2550

X _____

Date:

X _____
CLIENT or Representative (Print Name)

Please furnish a copy of the Inspection Report to my Realtor X _____ (Client Initial)

Client Email _____ Please provide to receive report by email:
Representative.Email _____