

SPRING MOUNTAIN INSPECTION SERVICE, INC.

P.O. Box 6272 • Asheville, North Carolina 28816 • (828) 337-7744

RESIDENTIAL PROPERTY INSPECTION AGREEMENT

Client Name(s):

Date of Inspection:

Property Address:

Client Telephone:

Contact:

Agreed Inspection Fee:

TOTAL INSPECTION FEES:

1. Client requests a limited visual inspection of the residential structure identified at the above address by the listed inspector of the above company, herein after collectively referred as the "Company" and Client hereby represents and warrants that all approvals necessary have been secured for Company's entrance on to the property.
2. Company agrees to perform a limited visual inspection of the residential structure at the above address and to provide Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies, as they exist at the time of inspection. The inspection will be performed in a manner consistent with the standards of Practice of the North Carolina Home Inspectors Licensure Board.
3. The client specifically acknowledges that a Home 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 are not limited to: asbestos; radon; lead; urea formaldehyde; mold; mildew; fungus; odors; noise; toxic or flammable chemicals; water or air quality; PCB's or other toxins; electro-magnetic fields; underground storage tanks; proximity to toxic waste sites; and carbon monoxide.
4. The inspection **ONLY** includes those systems and components expressly and specifically identified in the inspection report. Any areas which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or any other thing, or those areas/items which have been excluded by the North Carolina Home Inspectors Licensure Board's Standards of Practice and/or by agreement of the parties is not included in this inspection. If a more through inspection is desired of any of the areas/items, systems or components listed above, then Client shall contract the appropriate trade professionals.
5. Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures that may be required by law.
6. The written report to be prepared by Company shall be considered the final exclusive findings of Company of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the issuance of the written report. Client further understands and agrees Company reserves the right to modify the inspection report for a period of time that shall not exceed forty-eight (48) hours after the inspection report has first been delivered to Client.
8. Client understands and agrees that any claim arising out of or related to any act or omission of Company in connection with the inspection of the residential structure, as limited herein, shall be

made in writing and reported to Company within ten (10) business days of discovery. Client further agrees to allow Company to re-inspect the claimed discrepancy, with the exception of emergency conditions, before Client or Client's agents, employees or independent contractor's repairs, replaces, alters or modifies the claimed discrepancy. Client understands and agrees that any failure to notify Company as stated above shall constitute a waiver of any and all claims Client may have against Company. Client further agrees that any dispute against Spring Mountain Inspection Service, Inc. shall be resolved through arbitration with Construction Arbitration Service, Inc., and that resolutions made through such arbitration shall be binding upon the parties.

9. It is understood and agreed by and between the parties hereto that Company is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by Company in the performance of a limited visual inspection of the general condition of the structure's systems and components as described in Paragraph 6. Thus, Client and company agree that in the event that Company breaches its obligation or duty to perform such service and Client is thereby damaged, then the liability of Company (including its officers, agents and employees) shall be limited to a sum equal to the amount of the fee paid by the customer for inspection and report and this liability shall be exclusive.
10. Client agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by Client shall and payment therefore will constitute acceptance of the terms and conditions of this Agreement. Spring Mountain Inspection Service, Inc. requires an inspection agreement to be signed by Client prior to performing an inspection. If you were not present at the inspection and did not sign the Inspection Agreement you, by accepting, paying for, and/or using the inspection report you acknowledge and agree to be bound by the terms and conditions of the inspection agreement and further agree that the inspection agreement will form a part of the inspection report.
11. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.
12. This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify, or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.
13. I have read, understand and agree to all of the terms and conditions of this contract.

Dated:

Signature of Client(s): _____

Dated:

Spring Mountain Inspection Service, Inc.: _____