



Mountain Home Inspections, LLC

P.O. Box 9301
Asheville, NC 28815
828-713-9071

mtnhomeinspect@gmail.com

PRE-INSPECTION AGREEMENT

This is a legally Binding Contract.

Mountain Home Inspections, LLC must receive a copy of this agreement, completed and signed by the CLIENT, a minimum of 24 hours before an inspection time and date can be secured.

This Home Inspection Contract (“Agreement”) is made effective the ____ day of _____ 20 ____ (“Effective Date”), by and between Mountain Home Inspections, a North Carolina limited liability company with a business address of 275 Bull Creek Road, Asheville, NC 28805 (“Inspector”) and _____ (“Client”) a _____ individual with an address of _____ (collectively, the “Parties”).

WHEREAS, Inspector is licensed by the State of North Carolina to perform home inspections pursuant to the standards set out by the North Carolina Home Inspection Licensing Board Standards of Practice (“NCHILB SOP”);

WHEREAS, the Client desires that the Inspector to carry out an inspection of the property (“Inspection”) located at _____ (“Property”) pursuant to the NCHILB SOP; and

WHEREAS, Inspector is willing to provide an Inspection of the Property in exchange for compensation in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Obligations of Inspector

- a. Inspector agrees that it will perform a limited visible inspection of apparent conditions, in readily accessible areas at the Property existing at the time of this inspection which shall provide the Client with an understanding of the Property's condition as observed at the time of the Inspection. This inspection is limited to readily visible and readily accessible installed systems and components only, as listed in the NCHILB SOP, attached hereto as [Exhibit A](#) and incorporated by reference, and codified within the North Carolina Administrative Code Sections .1104 - .1115.
- b. Inspector agrees to provide Client with a written inspection report and summary (“Report”), which shall:

- i. Describe those Systems and Components required to be described in NCHILB SOP.1106-.1115;
 - ii. State which Systems and Components present at the home and designated for inspection were not inspected, and the reason for not inspecting;
 - iii. State any Systems or Components inspected that do not function as intended, allowing for normal wear and tear, or appear not to function as intended, based upon documented tangible evidence; and
 - iv. Describe the Systems or Components, stating how the condition is defective, explaining the implications of the conditions listed, and directing the Client(s) to a course of action for repairs, further investigation by a specialist, or subsequent observation.
- c. Exclusions from the Inspection and Report:
- i. This inspection and report is NOT intended to address the presence or absence of:
 1. insects or rodents, termites and other wood destroying insects,
 2. cosmetic items, items that are not permanently installed,
 3. the possible presence of any dangers from any potentially harmful substances and environmental hazards (Such as Radon Gas, Mold, Lead Paint, Asbestos, Urea Formaldehyde (UFFI), toxic or chemical analysis, carcinogens, airborne hazards, airborne related illnesses or diseases, polluted water, or underground fuel tanks).

If the Client has concerns related to the environmental health of the home or the presence of fungal growths such as mold, an industrial hygienist should be consulted to conduct an environmental inspection prior to purchasing the home.

- ii. This Inspection and Report are not intended to provide information on the following and are outside the scope of the Inspection: building code verification, load bearing alignments, heating and air conditioning sizing, energy efficiency, suitability for intended use, detached building, wood burning inserts stoves, water softening systems, wells, septic systems, floor /wall coverings, conditions of materials covered during remodeling or upgrades, cosmetic defects, paint conditions, lead paint, pet odors, mold, mildew, rodents, bats, insects, sanitary conditions, abandoned wells, abandoned fuel storage, window air conditioning units, central vacuum systems, spas, saunas, 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, intercom systems, alarm systems, surface chips/scratches to plumbing fixtures, and driveway surfaces.
- d. **Additional Inspection.** Client acknowledges that Inspector does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license. Any engineering, plumbing or architectural inspection desired by the Client will need to be contracted in a separate agreement. However, if the Client wishes include an inspection and written report of a system or component which is beyond the scope of what is required for a typical home inspection and is not one of

the categories listed above, and is specifically excluded by the NCHILB SOP, the Client shall designate those items below:

Client Initials

- e. **Specific Exclusions.** If the Client wishes to EXCLUDE the inspection and written report of a particular System or Component which is generally a part of what is required by the NCHILB SOP, the Client shall designate the exclusion below:

Client Initials

2. Obligations and Acknowledgements of Client

- a. Client must return this contract signed via email to mtnhomeinspect@gmail.com or by fax at 828-713-9071. Please call before faxing.
- b. Client acknowledges that this Inspection and Report is not a compliance/non-compliance inspection for past or present Governmental Codes, Ordinances, Statutes, or Regulations of any kind.
- c. Client understands and agrees that this Inspection and Report are not intended to reflect the value of the home inspected, nor to make any representation as to the advisability or inadvisability of purchase or suitability for specialized use.
- d. Client agrees that is the Client's responsibility to read the complete Report and follow up with further investigation and repairs prior to the purchase of the home.
- e. The Client(s) acknowledge that a Home Inspector cannot identify problems or conditions that are out of view, inaccessible, or have been purposefully covered up. By way of illustration, 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, disassembling HVAC systems for inspection of heat exchangers, coils, fans, or ducts.
- f. Client acknowledges that 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 methods, materials, and costs of corrections; the suitability of the property for any specialized use; 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; or items not permanently installed. The Client acknowledges that the Home Inspector will not:
 - i. 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;
 - ii. Operate any system or component that is shut down or otherwise inoperable;
 - iii. Operate any system or component that does not respond to normal operating controls;
 - iv. Move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or

- debris that obstructs access or visibility;
- v. Determine the effectiveness of any system installed to control or remove suspected hazardous substances;
- vi. Predict future condition, including failure of components;
- vii. Project operating costs of components;
- viii. Inspect special equipment or accessories that are not listed as components to be inspected in the SOP except as provided in Section 1(e);
- ix. Disturb insulation, except as required in NCHILB SOP.1114 when hazardous conditions are not present.

- g. Client acknowledges that failure to notify Inspector of conditions described in 2(f) which would impair the Inspector's ability to perform the Inspection may result in the inspection being aborted and assessment of a re-scheduling fee of no less than \$75.
- h. The Client acknowledges that the Home Inspector reserves to right to amend the report to correct typographical or other errors. The inspection report is the property of the Client. The report cannot be sold 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.

3. Payment and Fees

- a. Client shall pay Inspector a base fee of \$_____ for fulfilling its obligations in Section 1 of this Agreement.
- b. Client shall remit payment to Inspector upon completion of Inspection. Inspector shall not release Report until such time as the Inspector has been paid.
- c. If the Client has requested additional inspection of items normally outside the scope of the NCHILB SOP, the additional cost in Section 1(d) the additional cost of that inspection shall be: _____ upon completion of Inspection. Inspector shall not release Report until such time as the Inspector has been paid.
- d. Interest and Fees: Any amounts not paid after thirty (30) days of the invoice creation shall be subject to a fee of 1.5% monthly, which shall be added to the principal amount each month. A service charge in the amount of \$20 will apply to returned checks.
- e. The Client agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any.
- f. 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 by signing this agreement.

4. Ownership and Delivery of Report: The Inspection and Report are for the sole, and confidential, and exclusive use and possession of the Client(s). Neither the contents of the report nor any representation made herein are assignable without the express written permission of the Inspector, and any reliance thereon by any party other than the Client(s) named is prohibited by the NC Home Inspectors Licensure Board.

5. No Guarantee or Warranty:

- a. The Inspection and Report are NOT intended to be used as a Guarantee or Warranty, Expressed or Implied, regarding the Accuracy, Performance. or Condition of any inspected or uninspected Structures, Items, Systems, or Components.
- b. Nothing in this Agreement shall be construed as a Guarantee or Warranty, Expressed or Implied, regarding the Accuracy, Performance. or Condition of any inspected or uninspected Structures, Items, Systems, or Components.
- c. Although the Inspector may note a System's or Component's estimated life expectancy, Client acknowledges that such estimates are general and actual life expectancy & performance may vary widely.

6. Limited Liability and Liquidated Damages

- a. Inspector will not be held responsible for any misleading information provided by the Seller/Owner, or for any matter concealed or hidden from the inspector. The seller/owner has the responsibility of disclosure pursuant to North Carolina Gen. Stat. Chapter 47E, and it is recommended that the Client(s) 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.
- b. Liquidated Damages, Exclusive Remedy. The Client acknowledges that the liability of the 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 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 Inspector for the Inspection in Section 3 of this Agreement. The liquidated damages shall be the exclusive remedy. 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.
- c. Time Limitation on Claims. The Client(s) acknowledges that any claims brought under this Agreement must be brought within one year of the date of the Inspection. The Client(s) waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the Property.

7. Miscellaneous

- a. This Agreement shall be governed by the laws of the State of North Carolina without regard to that State's choice of laws or conflict of laws principles. The Parties agree that if and in the event any dispute arises between them out of this Agreement, the sole and exclusive jurisdiction and venue to resolve such dispute shall be in a federal or state court in Buncombe County, North Carolina, or in the federal judicial district embracing said County. The Parties hereby consent to such exclusive jurisdiction and venue.
- b. Except as otherwise provided in this Agreement, in no event shall either party be liable for collateral, consequential, indirect, or incidental damages arising out of or connected in any way with this Agreement.
- c. This Agreement constitutes the entire Agreement between the Parties concerning the subject

matter hereof; supersedes all prior and contemporaneous communications or agreements, written or oral; and is intended by the Parties to be a complete and exclusive statement of the agreement of the Parties. This Agreement may only be modified by a written statement by the Parties or their respective authorized representatives.

- d. The failure of any party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party thereof to enforce any such provisions.
- e. Neither party may assign this Agreement in whole or in part.
- f. In any case, if one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- g. This Agreement may be signed in two (2) counterparts. Signatures of the parties transmitted by facsimile or within a PDF shall be deemed original signatures for all purposes. All such counterparts shall be considered to be one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

Mountain Home Inspections, LLC

SIGNED BY ___ Jonathan Hettrick ___

SIGNATURE: _____

Client's Name:

Client Signature: _____

Date: _____

Personal Guarantee (if business entity):
