

DPS HOME INSPECTION

DICK WHITFIELD - INSPECTOR

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NC Home Inspector License #2105
NC Electrical License #7454
NC Plumbing License #12376
NC Heating License #12376
Evening & Weekend Inspections Available
Call for an inspection today



REPORT #: _____
CLIENT: _____
ADDRESS: _____
**CITY/STATE/
ZIP:** _____
**SUBJECT
PROPERTY:** _____

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT...PLEASE READ CAREFULLY.

I/We (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by DPS Home Inspections, for my/our sole use and benefit. I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are bound by all the terms of this contract. I/We further warrant that I/we will read the entire inspection report when I/We receive it and promptly call the inspector with any questions I/We may have.

SCOPE OF INSPECTION

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with the Standards of Practice of the North Carolina Home Inspection Board. A copy of this standard of practice is available upon request and can be viewed at www.dpshomeinspection.com.

OUTSIDE SCOPE OF INSPECTION

Any area that is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law. A final walk-through is recommended before closing.

Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION:

- Specific components noted as being excluded on the individual systems inspection forms
- Private water or private sewage systems
- Saunas, steam baths, or fixtures and equipment
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls
- Water softener / purifier systems or solar heating systems
- Furnace heat exchangers, freestanding appliances, security alarms or personal property
- Adequacy or efficiency of any system or component
- Prediction of life expectancy of any item
- Building code or zoning ordinance violations
- Geological stability or soils condition
- Structural stability or engineering analysis
- Termites, pests or other wood destroying organisms
- Asbestos, mold, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards
- Building value appraisal or cost estimates
- Condition of detached buildings
- Pool or spas bodies and underground piping

(Some of the above items may be included in this inspection for additional fees - check with your inspector)

ARBITRATION: Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the recognized Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The Arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

USE BY OTHERS: Client promises Inspector that client has requested this inspection for Client's own use only and will not disclose any part of the inspection report to any other person with these exceptions ONLY: one copy may be provided to the current seller(s) of the property for their use as part of this transaction only, and one copy may be provided to the real estate agent representing Client and/or bank or other lender for use in Client's transaction only.

ATTORNEYS FEES: The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorneys' fees, arbitration and other costs.

Initial Here _____

SEVERABILITY: Client and inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors will make no alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

LIMITATIONS ON LIABILITY

INSPECTOR'S LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. THE LIABILITY OF INSPECTOR'S PRINCIPALS, AGENTS, AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANY KIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, client must do so at client's expense.

I HAVE READ AND AGREE TO THE ABOVE SCOPE OF INSPECTION. I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITION OF PAGE 1 & 2 OF THIS CONTRACT AND AGREE TO PAY FEE LISTED.

		E Mail Address
Signed: _____	Date: _____	_____
	Phone: _____	
Signed: _____	Date: _____	_____
	Phone: _____	
Signed: _____	Date: _____	_____
Inspector		

INSPECTION FEE: \$ _____ PAID: _____ CHECK _____ CASH _____ TO BE PAID AT CLOSING