

Windy Ridge Construction Services, LLC

387 Spice Ridge

Banner Elk, North Carolina 28604-6032

Phone: 803.331.3444 Fax: 828.297.2811

HOME INSPECTION CONTRACT

Client Name: New Home Buyers

Home: 555-555-5555

Work/Cell: 777-777-7777

Current Address: 123 Anywhere Drive
Mountain Town, NC 28xxx

Email: homebuyers@skybest.com

Inspection Date: January xx, 20xx

Property Address: Beautiful View Drive
The High Country, NC 28xxx

Inspection Cost: \$xxx.xx

WINDY RIDGE CONSTRUCTION SERVICES, LLC, is hereby employed by Client(s) to perform a limited, non-technically exhaustive, inspection of apparent conditions in readily visible and accessible areas, existing at the time of 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 Licensure Board, and the National Association of Certified Home Inspectors, posted at www.nchilb.com and www.nachi.org. Absolutely no warranties or guarantees are given or implied for any latent or concealed defects. Neither WINDY RIDGE CONSTRUCTION SERVICES, LLC nor Royce L. Rivers, Jr. is liable for any defects or deficiencies, that cannot be reasonably discovered during the limited, visual inspection, including any items that may be uncovered during repairs performed after the inspection. As part of your home inspection, the home inspector will inspect and report on the following areas unless that area has been marked for exclusion from our services.

1. **STRUCTURAL COMPONENTS:** foundation, floors, walls, columns, ceilings, and roofs
2. **EXTERIOR OF STRUCTURE:** wall claddings, entry doors, garage doors and operators, decks, steps, porches, railings, eaves, drainage, driveways, and a representative number of windows
3. **ROOFING:** roof coverings, roof drainage, flashing, skylights, and chimneys
4. **PLUMBING:** interior water supply and distribution system, interior drain, waste, and vent system, hot water system, fuel storage and distribution system, and sump pump
5. **ELECTRICAL:** service entrance conductors, service equipment, main distribution panels, voltage ratings, representative number of: ceiling fans, light fixtures, switches, receptacles, ground fault circuit interrupters, and smoke detectors
6. **HEATING SYSTEM:** permanently installed heating systems and controls, chimneys, heat distribution system, including fans, pumps ducts, and automatic safety controls
7. **CENTRAL AIR CONDITIONING:** normal operating control of the central air conditioning and distribution systems
8. **INTERIOR:** walls, ceilings, floors, steps, and a representative number of cabinets, doors, and windows
9. **INSULATION AND VENTILATION:** insulation, vapor barriers, ventilation of attic and foundations, kitchen, bathrooms, and laundry venting systems, and the operation of any readily accessible attic ventilation fans when temperature permits
10. **BUILT-IN KITCHEN APPLIANCES:** observation and operation of dishwasher, range, compactor, garbage disposal, ventilation equipment, permanently installed oven and microwave
11. **OTHER:** Describe—Radon Test

The fee for this inspection, with any exclusions identified on page 2 of this contract, shall be \$xxx.xx. Payment is due upon completion of the inspection and the report will not be released without payment unless prior arrangements have been made with the inspector. Please sign the contract only if you have read all portions of it and understand all of it.

Client Signature _____ Date _____

Any excluded items from page 1 are noted here: _____

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. This inspection is not intended to provide the purchaser with information regarding the advisability of the purchase, the market value of the property, the compliance or non-compliance with the 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, insects, 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 and are not required, please see the North Carolina Home Inspector Licensure Board web site at www.nchilb.com. All heat exchangers, well and septic systems, free standing storage sheds, and other detached structures are not part of this inspection. WINDY RIDGE CONSTRUCTION SERVICES, LLC reserves the right to make corrections for clerical or other errors in the inspection report.

The inspection report does not address, and is not intended to address, the possible presence of, or any danger from, any potentially harmful substance or environmental hazards, including, but not limited to, radon gas, lead paint, asbestos, urea formaldehyde, toxic or chemical analysis, airborne hazards, polluted water, or underground oil tanks. WINDY RIDGE CONSTRUCTION SERVICES, LLC is not responsible for any misleading information provided by seller or for any defects concealed or hidden from the inspector.

ARBITRATION: Should the Client(s) believe that WINDY RIDGE CONSTRUCTION SERVICES, LLC be liable for any defects not found on this inspection, the Client(s) shall communicate said issues in writing to WINDY RIDGE CONSTRUCTION SERVICES, LLC within ten (10) days of the date 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 (6) years experience as a building inspector. The inspection will be judged in accordance with the North Carolina "Standards of Practice and Code of Ethics".

ACKNOWLEDGEMENT: This inspection is performed for the sole, confidential and exclusive use and possession of the Client(s). Nether the contents of this report, nor any representation made herein, are assignable without the express written permission of WINDY RIDGE CONSTRUCTION SERVICES, LLC and any reliance thereon by any party other than the Client(s) named is prohibited.

Further, this inspection and report are **not** intended to be used as a guaranty or warranty, expressed or implied, regarding the adequacy, performance, or condition of any inspected structure, component, or system. In addition, any visual problems observed during this inspection should be verified with the appropriate licensed contractor, electrician, plumber, engineer, or skilled professional for cost estimates, code compliance, and repair.

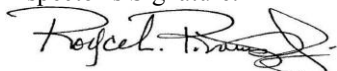
LIMIT OF LIABILITY: It is understood and agreed that should WINDY RIDGE CONSTRUCTION SERVICES, LLC, and/or its agents or employees, be found liable for any loss or damages resulting from a failure to perform any of its obligations, including, but not limited to, negligence or breach of contract, the liability of WINDY RIDGE CONSTRUCTION SERVICES, LLC, and/or its agents or employees, shall be limited to a sum of not more than the fee paid by the Client(s) for this inspection and report.

AGREEMENT: This contract represents the entire agreement between WINDY RIDGE CONSTRUCTION SERVICES, LLC and the Client(s). There are no oral agreements or other representations made between the parties hereto. Neither WINDY RIDGE CONSTRUCTION SERVICES, LLC nor Royce L. Rivers, Jr. is responsible for the repair, replacement, or alteration of any item within or upon the inspected property. This contract shall not be amended unless said amendment is in writing and signed by both parties. The Client(s) acknowledge that they have read and understand the extent and limitations of this inspection, and agree to all limitations, terms, and exclusions contained within this contact.

Client Signature _____ Date _____

Printed Name: New Home Buyer

Inspector's Signature:



Royce L. Rivers, Jr.--NC Home Inspector's License # 2623