

# Aber Home Inspections, Inc.

Raleigh, North Carolina

919-845-2500

## THIS CONTRACT LIMITS OUR LIABILITY...PLEASE READ CAREFULLY

Client

Property to be inspected

Inspection date

I (client) hereby request a limited visual inspection of the structure at the above address to be conducted by Aber Home Inspections, Inc. for my sole use and benefit at a fee of:

The fee is due and payable at the time of inspection.

I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract.

### SCOPE OF INSPECTION

The inspection and report refer to a limited, non-technically exhaustive inspection of the general systems and components of the home; to report and identify major defects or deficiencies, which are visible at the time of the inspection. The inspection will be performed in compliance with the code of ethics and standards of practice of the North Carolina Home Inspector Licensure Board, copies of which are available upon request. The inspection is limited to the items listed within the report.

### OUTSIDE THE SCOPE OF THIS REPORT

Any area which 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. The client agrees to assume all risk for all conditions which are concealed from view at the time of inspection.

This is not a home warranty, guarantee, insurance policy or substitute for a real estate transfer disclosure, which may be required by law. However, Aber Home Inspections does warrant, for ninety days, that this inspection meets the requirements set forth by the North Carolina Home Inspection Licensure Board.

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

(unless included as an ancillary service):

Building code or zoning ordinance violations

Geological stability of soils condition

Structural stability of engineering analysis

Termites, pests or other wood-destroying organisms

Asbestos, radon, formaldehyde, lead, water or air quality

Electromagnetic radiation or any environmental hazards

Building value, appraisal or cost estimates

Conditions of detached buildings

Swimming pools or spas, their fixtures and equipment

Saunas or hot tubs, their fixtures and equipment

Water softener/purifier systems or solar heat systems

Irrigation systems

Radio-controlled devices, automatic gates, elevators lifts, dumbwaiters and thermostatic or time-controlled devices

Furnace heat exchangers, freestanding, appliances, security alarms or personal property

Adequacy or efficiency of any system or component

Specific components noted as being excluded on the individual system inspection forms

Generally, the roof will be inspected from the ground with binoculars or from windows. It will also be assessed from the inside, wherever possible, in attic spaces or by viewing appropriate ceilings. Typically, the roof will not be walked upon to help prevent harm to the inspector, the roof covering or roof structure.

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

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**ARBITRATION:** Any dispute, controversy, interpretation or claims for, but not limited to breach of contract, any form of negligence, fraud or misinterpretation arising out of, from or related to, this contract or arising out of, from or related to, the inspection or inspection report shall be conducted for final and binding arbitration under the rules and procedures of Construction Dispute Resolution Services, LLC ("CDRS") or by Resolute Systems, LLC, If CDRS is unavailable.. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.

If any portion of this contract is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties.

**USE BY OTHERS:** The Inspection report is not intended for use by anyone other than the Client. No third party shall have any right arising from this contract or the Inspection Report.

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

I have read, understand, and agree to all of the terms and conditions of this contract and agree to pay the fee listed above.

Client's signature \_\_\_\_\_

Date \_\_\_\_\_

Inspector's signature \_\_\_\_\_

Date \_\_\_\_\_

Robert E. Aber – NC Home Inspector License No. 854

**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 the 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 before a re-inspection by the Inspector. The 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.

**LIMITATION ON LIABILITY:** Inspector's liability, for mistakes or omissions in this Inspection Report, is limited to a refund of not more than 150% of the fee paid for this Inspection and Report.