



P.O. Box 1222 , Fletcher, NC 28732

Phone/Fax: (828) 654-0033 Email: info@AltamontInspections.com Web: www.AltamontInspections.com

PRE-INSPECTION AGREEMENT

This is a Legally Binding Contract and Contains an Arbitration Clause

ALTAMONT INSPECTIONS, LLC MUST RECEIVE A COPY OF THIS AGREEMENT SIGNED BY THE CLIENT BEFORE AN INSPECTION TIME AND DATE CAN BE SECURED. FAX ALL PAGES OF THE COMPLETED CONTRACT TO (828) 654-0033.

This Inspection Agreement contains the terms and conditions of your (the "Client") contract with Altamont Inspections, LLC for a limited visual inspection of the property at the following address:

(address) _____

This agreement contains limitations on the scope of the Inspection, remedies and liability. By signing below, Client represents and warrants that Client has secured all approvals necessary for Altamont Inspections, LLC to gain access to and conduct the Inspection of the Property. Edgar M. Roberts, Jr. of Altamont Inspections, LLC, herein after known as the "Inspector", agrees to conduct an Inspection according to the "Standards of Practice" of the North Carolina Home Inspector Licensure Board for the purpose of informing the Client of major deficiencies in the condition of the Property mentioned in this contract. Client warrants they will read the entire Inspection Report when received and promptly call the Inspector with any questions or concerns about its content. The Inspection and Report are performed and prepared for the sole, confidential and exclusive use of the Client. The report is the property of the Inspector and Client and shall not be transferred to any other person or company without the Client's written consent. Client agrees to indemnify, defend and hold harmless Inspector from any third party use, misinterpretation or claims relating to Client's Inspection or Inspection Report.

PURPOSE: The purpose of this Inspection is to identify and disclose visually observable major deficiencies of the inspected systems. The information stated in the Inspection Report is valid to the best of the Inspector's knowledge at the time of the inspection only. Any damage to the property or failure of its components is not the responsibility of the Inspector. Any area which is not exposed to view or is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other item is not included in this Inspection. The Inspection does not include any destructive testing, probing or dismantling of any kind. Client agrees to assume all risk for all conditions which are concealed or inaccessible at the time of Inspection. This Inspection is not intended to be technically exhaustive nor is it considered to be a "Warranty or Guarantee" expressed or implied regarding the condition of the Property, systems and components. It should not be relied on as such. The Inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems or components and contents therein. Altamont Inspections, LLC is not a Guarantor, nor Insurer.

EXCLUSIONS: The Inspection and Report do not address, nor are they intended to address the following: building code; building ordinances; zoning compliance or violations; component installation or recalls; component life expectancy or adequacy or efficiency of any system or component; the presence or dangers of asbestos, lead, mold, urea formaldehyde, soil contamination, termites, pests, or other wood-eating organisms; private water or sewage systems; underground piping; saunas; steam baths; pool/spas or fixtures or equipment; water purification or filtration systems; solar heating; furnace heat exchangers; free-standing appliances; gas leaks; security systems; geological stability or engineering analysis; building value, appraisal or cost estimates; the condition of any detached building; any adverse condition that may affect the desirability or the property including but not limited to proximity to railroad tracks or airplane routes, boundaries, easements or rights of way, adjoining properties or neighborhoods.

ENVIRONMENTAL AND HEALTH ISSUES: 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, PCBs or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide.

NOTICE OF CLAIMS: Client understands and agrees that any claim for failure to accurately report the visually discernable conditions at the subject property, as limited herein above, shall be made in writing and reported to the Inspector within ten (10) days of discovery. Client further agrees that with the exception of emergency conditions, the Client, Client's agent or independent contractor will make no alterations or

repairs to the claimed discrepancy prior to a re-inspection by the Inspector. Client agrees and understands 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.

LIMITS OF LIABILITY: It is understood and agreed by and between the parties hereto that Inspector is not an insurer, that the payment for the subject Inspection is based solely on the value of the service provided by Inspector in the performance of a limited visual inspection of the general condition of the structure's systems and components and production of a written Inspection Report, that because of the limited nature of this Inspection the Inspection cannot be expected to uncover all defects or deficiencies within the structure and that it is impracticable and extremely difficult to repair the actual damages, if any, which may result from a failure to perform such services. Thus, Client and Inspector agree that in the event Inspector breaches his obligation or duty to perform such service and Client is thereby damaged, then the liability of Inspector (including principles, agents, and employees) shall be limited to a sum of the Inspection Fee paid by the Client. This liability limitation is binding on the Client and Client's spouses, heirs or representative. Client assumes the risk of all losses greater than the cost of the Inspection Fee. Client agrees to immediately accept a refund of the Inspection Fee paid as full settlement of any and all claims which may ever arise from this Inspection. No oral agreements, understandings or representations shall change, modify or amend any part of this Agreement.

HOLD HARMLESS AGREEMENT: Client agrees to hold any and all Real Estate Agents or Brokers, Lending Institutions, Relocation company and/or Real Estate Attorneys and their employees involved in the purchase or sale of this property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the Inspector or his employees or visitors or of independent contractors engaged or paid by Inspector for the purpose of inspecting the subject home.

ARBITRATION: Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to, this contract or arising out of, from or related to the Inspection or Inspection Report shall be submitted to final and binding arbitration under the rules and procedures or the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. 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.

GOVERNING LAW & SEVERABILITY: This Agreement shall be governed by North Carolina law. 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.

FEES AND PAYMENT PROCEDURES: The total fees due for this home inspection assumes information provided to Inspector at the time of scheduling is accurate. Inspection fees are based on the heated square footage and age of the structure and are subject to correction. Additional fees may apply to (but are not limited to) homes with additional HVAC, electrical, kitchen or plumbing components, detached structures, distressed, foreclosed, investment/rental properties, and cluttered/unsanitary structures and must be paid in full before the inspection report is released. Client agrees to pay the corrected amount based on the corrected information at the time of inspection. Failure to notify Inspector of such conditions at the time of scheduling may result in the inspection being aborted and the Client responsible for a re-scheduling fee of no less than \$129.

When services are rendered, payment to Inspector is due whether Client decides to purchase the home or not. All fees are due at or before the time of inspection via cash, check or PayPal. Home inspection reports cannot be released until payment is made in full. Service charges will apply to returned checks. Credit and debit cards are accepted via PayPal and may be subject to a transaction fee. Payments cannot be deferred until closing unless lender specified. Prior approval from Inspector and completion of the Post-Inspection Payment Agreement must be provided by the Client. All payments deferred until closing are secured with a credit card and invoices will contain a \$50 delayed payment fee. Should closing not occur for any reason and payment is not received within 45 days of the inspection date, collection activity may result. Client understands and agrees that Client will be liable for interest from the date of the inspection, collection costs, court costs, and/or attorney fees relating to collection procedures.

Client has carefully read, understands and agrees to all the terms and conditions of this entire agreement. Client acknowledges receipt of a copy of this agreement and agrees to pay the fees listed below.

Client Name: (print) _____ Date: _____

Client Signature: _____ Client Ph Number: _____

Client Mailing Address: _____

Client E-mail Address: _____

Inspection Date and Time: _____

Inspection Fee: \$ _____

Radon Testing Fee: \$ _____

Water Testing Fee: \$ _____

Other Fee(s): \$ _____

Printed Home Inspection Report Packet (optional): \$19.99 (Circle one) **YES NO** (Includes inspection report printed on brochure paper and bound in a protective folder and a CD containing your inspection report & informational home-related articles.)

Total Fees Due: \$ _____ **Please circle your payment method. CASH CHECK PAYPAL**

Altamont Inspections, LLC will not release inspection reports to anyone other than the Client without Client's written consent. Does the Client give Altamont Inspections, LLC authorization to release the original and/or a copy of the inspection report to the Client's Realtor or Real Estate agency? (Circle one) **YES NO N/A**

Real Estate Agent's Name and Agency: _____

Real Estate Agent's Phone Number(s): _____

Real Estate Agent's E-mail Address: _____

Closing Attorney's Name and Agency: _____

Closing Attorney's Phone Number: _____

Closing Date: _____

Thank you for allowing Altamont Inspections, LLC to *Inspect Your Investment*. We appreciate the trust you place in our services.

Edgar M. Roberts, Jr.

Edgar M. Roberts, Jr.
Owner, Altamont Inspections, LLC
NC Licensed Home Inspector #2165

Special Instructions/Notes :

