

HOME INSPECTION & MOLD SAMPLING AGREEMENT

Property: _____ Inspection Date: _____

Client: _____ Phone: _____

Address: _____

Fee: _____ Paid by: _____

Tax: _____ Date Paid: _____

Total: _____ Payment Method: _____

THIS AGREEMENT, made and entered into on the Agreement Date indicated above, by and between the above named Client and the undersigned, Brittain's Home Inspection, Inc., doing business as Assured Home Inspections, hereafter referred to as "AHI", "The Company" or "Inspector."

In consideration of the mutual promises, covenants and conditions hereinafter set forth, AHI and Client hereby agree that AHI will provide the following services, indicated by checking the box next to the appropriate service, to Client:

☐ **HOME INSPECTION SERVICES TERMS AND CONDITIONS**

1. **Introduction.** This contract is an agreement between the Client listed below, and Assured Home Inspections, Inc. (or "AHI") to perform an inspection of a home or building according to the "Standards of Practice" of the North Carolina and South Carolina Home Inspectors Licensure Boards. These standards of practice inform you of what a home inspector should report and what is not expected of the home inspector to report. A home inspection is not technically exhaustive. The primary goal of the inspection is to observe, interpret, and report on the property's major structural and mechanical components and to report any significant defects. The inspection's purpose therefore is to provide you with a better understanding of the property's condition as observed at the time of the home inspection. Assured Home Inspections, Inc.'s inspection and report will meet or exceed the "Standards of Practice" and is prepared for the sole, confidential, and exclusive use and possession of the Client.
2. **Agreement.** In consideration of the mutual promises, covenants and conditions hereinafter set forth, AHI agrees to conduct a home inspection for the purpose of informing the Client of major deficiencies in the condition of the property subject to the provisions of this contract, and Client agrees to pay AHI for AHI's home inspection and report.
3. **Payment by Client.** Client shall pay AHI for the home inspection to be performed pursuant to this contract. The cost of the home inspection is based upon heated square footage of the home to be inspected and is calculated below.

Payment must be made at time of inspection, or through the closing attorney if closing will occur within 30 days of the Inspection. Please be advised that when services are rendered, payment to AHI, indicated in the amount below, is due whether you decide to purchase the home or not. By signing this contract and payment of the fee, the Client acknowledges, understands and agrees to this contract and the statements and terms contained herein.

4. **Scope of Inspection.** It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. It is understood and agreed that latent, concealed or camouflaged defects and deficiencies are excluded from the inspection – equipment, items and systems will not be dismantled. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

The following items will be part of our inspection:

- Structural Condition, Foundation, Crawl Space, and Basement
- General Interior, including the ceilings, walls, floors, windows, insulation, and ventilation
- General Exterior, including the roof covering, chimney, eaves, wall covering, windows, doors, gutters, decks, grading, paint, driveways, and walkways
- Kitchen Appliances
- Electrical, Plumbing, Water Heater, HVAC Units
- Any Safety Concerns

AHI will not operate heating or cooling systems in temperatures that may cause damage to the unit. Air conditioning system will not be operated by AHI in outside temperatures of 65 degrees or less. Plumbing and electrical must be turned "on" for the inspection of these areas. Furnaces must be "on" or capable of being turned on by using normal operating controls. Pilot lights must be "lit" in order to inspect these components or systems (i.e. gas fireplace, wall heaters). No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation will be performed.

5. **Exclusions.** The following items, but not limited to these items, are common areas not inspected during the inspection:

- All components and conditions which by the nature of their location are latent, concealed, camouflaged or difficult to inspect
- Detached buildings including detached garages
- Roof flashings located under siding and roof coverings
- Chimney flues and all areas above the damper area
- Gas Logs, Gas Starters, check flue drafts or any Appliance that was not fired at the time of the inspection.

- Environmental tests, including but not limited to, possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to radon gas, lead paint, asbestos, urea formaldehyde, toxic or flammable chemicals, and water or airborne hazards
 - Swimming Pools, Spas, Jacuzzis and or equipment related to these products
 - Synthetic or Hard Coat Stucco or any items making contact with these products
 - Septic systems, wells, water softeners or water purifiers, oil storage tanks, sprinkler systems or any other underground utilities
 - Fire and Safety Equipment, Security Systems, Central Vacuum Systems or Intercoms
 - Presence or Absence of Rodents, Termites, or other Pests or Insects.
 - General Maintenance or Cosmetic Items
 - Washing Machines, Dryers, Refrigerators, or other removable appliances
 - Oven clocks or timers or clean features
 - Window treatments or mini-blinds
 - Solar systems or lightening arrestors
 - Window Air Conditioning or Heating Units
 - Areas covered with Insulation
 - Heat Exchangers for cracks in forced warm air furnaces due to inaccessibility and not dismantling mechanical units
 - Mechanical or Plumbing Equipment concealed in walls and are not readily accessible
6. **Report.** AHI agrees to provide you with a verbal report immediately following the inspection if you attend. A written report will be provided to you within three business days.
7. **General Disclaimer.** The home inspection report is an "opinion" of AHI. This inspection is to reduce the risk of finding a potential problem, not to eliminate them. AHI's interpretation of what is good or fair, may be different than the Client's. The Client needs to be present at the time of your inspection so both parties will have an understanding of each other's perception. AHI's purpose is to determine whether or not a system (electrical, heating, etc.) is safe or working properly. AHI is not responsible to determine all that may be wrong with that system, just whether or not a second opinion is needed, such as a licensed electrician or HVAC contractor. The proper professional will determine what steps are necessary to correct any system problem. Their troubleshooting may reveal additional items not mentioned in this report. AHI is not responsible for items, defects or deficiencies mentioned in the report.

☐ **MOLD SAMPLING SERVICES TERMS AND CONDITIONS**

1. **Purpose of Inspection.** The purpose of the Mold Inspection is to detect the presence of a microbial problem in the inspected areas of the inspected property identified above.

2. **Payment by Client.** The Client agrees to pay The Company at the time of the inspection, a fee in the amount of \$_____ per sample. The Company estimates and the Client agrees that approximately _____ samples will be taken at the time of the inspection. During the inspection, if the Company determines that any additional samples should be taken they will attempt to contact the Client before undertaking any such additional samples. If the Company is unable to reach the Client the additional samples will not be taken.

The Inspection and Testing fee is based on a single visit to the property. Additional fees may be charged for any subsequent visits required by the Client. If the Inspector is called upon to prepare for litigation or give testimony as a result of the Inspection and Testing, additional fees shall be charged at the Inspector's then currently fees for any time spent, including, but not limited to, research, consultation, additional inspection and testing time, additional mold laboratory test fees, preparation of reports, travel, time waiting to testify and court appearances or depositions.

3. **Scope of Inspection.**

- Visually inspect the subject property to check for water damage and mold contamination. In doing such visual inspection, the Inspector will use, where the Inspector believes to be appropriate, a hidden moisture meter.
- Take _____ mold tests (including laboratory analysis) at the Subject Property. Each additional test (including laboratory analysis) shall be \$_____.
- Provide a written report of the Inspectors' visual inspection observations and an explanation of laboratory test results.
- The inspection and testing shall be performed in accordance with the Standards of Practice of the Certified Mold Inspectors and Contractors Institute.
- The inspection is not a Building Code Inspection, title examination, home inspection for problems other than water and mold, or a by-law compliance inspection. The Inspector does not offer an opinion as to the advisability or inadvisability of the purchase of the property, its value, or is potential use.

4. **Inspection of Property and Conditions.** The inspection and testing report is based on the condition of the Subject Property existing and apparent on the time and date of the inspection. The Inspection and Report are not a guarantee that mold does not exist in the home. Not all conditions may be apparent on the inspection and testing date due to weather conditions, inoperable systems,

inaccessibility of areas of the Subject Property, or for other reasons. The Client understands and agrees that the Inspector's inspection and testing can report only: (1) water and mold problems in existence on the date of the inspection and testing; and (2) water and mold problems physically present in the precise and exact Subject Property locations that are actually inspected and tested. Air tests can only report the presence of mold spores in the air of each room in which an air sample is taken. Air tests or swab samples can only report the presence of mold spores in the individual heating, ventilating, and air conditioning ducts in which air tests or swab samples are taken. The Inspector's hidden moisture meter can only detect wet conditions three-fourths of an inch into building materials tested, and only in locations actually tested by the Inspector. As such, the results of the Mold Inspection are not a guarantee that mold does or does not/will or will not exist in the house; the results are indicative only of the presence or absence of mold in the areas sampled at the time the Mold Inspection is performed.

5. **Written Report.** The Company agrees to provide a written report in its standard form. A sample copy of which is available upon request. The report will describe and make observations about the conditions of readily accessible installed systems and components on the actual date and time of the inspection and is designed to identify suspect areas and conditions where a potential mold contamination may exist, and when necessary, suggest further evaluation by appropriate persons. The results of the inspection will be presented to the Client both verbally, at the time of the inspection, and in the form of a written report after receipt of the laboratory analysis reports on collected samples. Client will be provided the laboratory analysis reports. **Remediation Specifications of identified Mold affected areas not included as part of a Mold Survey Report and Client should seek the advice of an Indoor Air Quality Specialist or other appropriate professional for further advice concerning detailed directions on how to address any Mold problems discovered.**
6. **Post Inspection.** If you did not attend this inspection, then you should call AHI or its agent or employee who performed the inspection before you close on the home to review or ask any questions you may have regarding this report. If Client believes AHI has made an error or omission in the inspection and report, it is Client's duty to notify AHI, by certified mail, of the alleged error or omission within one week of the discovery of the alleged error or omission. Client shall provide AHI a reasonable opportunity to re-inspect the home for the alleged error or omission prior to any repairs being performed. Client's failure to notify AHI of the alleged error or omission and provide AHI a reasonable opportunity to re-inspect the home shall constitute a waiver of any and all claims arising out of any such alleged error or omission.
7. **Limitation of Liability.** The purpose of the visual assessment is to identify visual mold contamination or conditions that may be conclusive to microbial growth, for example, musty odor and/or evidence of water penetration, in the area(s) the Client designates. The sole purpose of the visual inspection is to

detect the presence, or likely presence, of mold in the designated area(s); therefore the Inspector shall not be liable for failure to discover any conditions other than readily apparent and accessible mold, including, but not limited to, water penetration. The Inspector is not responsible or liable for the non-discovery of any water damage, water problems, or mold contamination or mold problems, or other conditions of the Subject Property, or any other problems, which may occur or may become evident after the inspection and testing time and date. Inspector is neither an insurer nor guarantor against water problems, mold problems, or other defects in the Subject Property and improvements, systems, or components inspected. Inspector makes no warranty, express or implied, as to the fitness for use or condition of the systems or components inspected. Inspector assumes no responsibility for the cost of repairing any water problems, mold problems, or any other defects or conditions. Inspector is not responsible or liable for any future water problems, mold problems, or any other future failures or repairs. Inspector and its employees are limited in liability to the fee paid for the inspection and testing services and report in the event that Client or any third party claims that Inspector is in any way liable for negligently performing the inspection or testing, or in preparing the Inspection and Testing Report, or for any other reason or claim that Inspector has not fully satisfied all its obligations hereunder.

☐ **ADDITIONAL INSPECTIONS TERMS AND CONDITIONS**

1. **Agreement.** The Client, by initialing next to the requested test below, wishes AHI to provide the following additional testing:

_____ Radon Testing

_____ Lead Testing.

2. **Payment by Client.** The Client agrees to pay The Company at the time of the inspection, a fee in the amount of \$_____ per sample. The Company estimates and the Client agrees that approximately _____ samples will be taken at the time of the inspection. During the inspection, if the Company determines that any additional samples should be taken they will attempt to contact the Client before undertaking any such additional samples. If the Company is unable to reach the Client the additional samples will not be taken.

The Inspection and Testing fee is based on a single visit to the property. Additional fees may be charged for any subsequent visits required by the Client. If the Inspector is called upon to prepare for litigation or give testimony as a result of the Inspection and Testing, additional fees shall be charged at the Inspector's then currently fees for any time spent, including, but not limited to, research, consultation, additional inspection and testing time, additional mold laboratory test fees, preparation of reports, travel, time waiting to testify and court appearances or depositions.

It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. It is understood and agreed that latent, concealed or camouflaged defects and deficiencies are excluded from the inspection – equipment, items and systems will not be dismantled. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

3. **Scope of Inspection.**

- Take _____ tests (including laboratory analysis) at the Subject Property. Each additional test (including laboratory analysis) shall be \$_____.
- Provide a written report and an explanation of laboratory test results.
- The inspection is not a Building Code Inspection, title examination, home inspection for problems other than water and mold, or a by-law compliance inspection. The Inspector does not offer an opinion as to the advisability or inadvisability of the purchase of the property, its value, or its potential use.

4. **Inspection of Property and Conditions.** The inspection and testing report is based on the condition of the Subject Property existing and apparent on the time and date of the inspection. The Inspection and Report are not a guarantee that mold does not exist in the home. Not all conditions may be apparent on the inspection and testing date due to weather conditions, inoperable systems, inaccessibility of areas of the Subject Property, or for other reasons

5. **Written Report.** The Company agrees to provide a written report in its standard form. A sample copy of which is available upon request. The report will describe and make observations about the conditions of readily accessible installed systems and components on the actual date and time of the inspection and is designed to identify suspect areas and conditions where a potential mold contamination may exist, and when necessary, suggest further evaluation by appropriate persons. The results of the inspection will be presented to the Client both verbally, at the time of the inspection, and in the form of a written report after receipt of the laboratory analysis reports on collected samples. Client will be provided the laboratory analysis reports.

6. **Post Inspection.** If you did not attend this inspection, then you should call AHI or its agent or employee who performed the inspection before you close on the home to review or ask any questions you may have regarding this report. If Client believes AHI has made an error or omission in the inspection and report, it is Client's duty to notify AHI, by certified mail, of the alleged error or omission within one week of the discovery of the alleged error or omission. Client shall provide AHI a reasonable opportunity to re-inspect the home for the alleged error

or omission prior to any repairs being performed. Client's failure to notify AHI of the alleged error or omission and provide AHI a reasonable opportunity to re-inspect the home shall constitute a waiver of any and all claims arising out of any such alleged error or omission.

7. **Limitation of Liability.** Inspector is neither an insurer nor guarantor against any radon or lead problems, or other defects in the Subject Property and improvements, systems, or components inspected. Inspector makes no warranty, express or implied, as to the fitness for use or condition of the systems or components inspected. Inspector assumes no responsibility for the cost of repairing any lead or radon problems, or any other defects or conditions. By signing this Agreement, Client agrees that AHI, its employees, and agents are limited in liability to the fee paid for the inspection and testing services and report in the event that Client or any third party claims that Inspector is in any way liable for negligently performing the inspection or testing, or in preparing the Inspection and Testing Report, or for any other reason or claim that Inspector has not fully satisfied all its obligations hereunder.

☐ **NEW CONSTRUCTION MONITORING SERVICES**

1. **Introduction.** Assured Home Inspections monitors new residential construction projects to ensure that homebuyers are getting the quality that they pay for. As part of our construction monitoring services we visit designated construction sites on a weekly basis to ensure that all components are up to code. The benefits of this are two-fold:
 - a. It is easier to spot potential trouble spots while a building is in the process of being built rather than after it has been completed. This means that the inspection is more thorough and more likely to catch problems in need of remediation than if the inspection was done after completion.
 - b. It is easier to correct identified problems if they are identified early rather than later in the construction process. This means fewer headaches and lower costs in getting identified problems corrected before construction is complete.

This approach to oversight of residential construction projects results in a final product that is of superior quality and at a lower cost to the homebuyer and to the homebuilder.

2. **Agreement.** In consideration of the mutual promises, covenants and conditions hereinafter set forth, AHI agrees to conduct new a new residential construction inspection during the construction of Client's house on a weekly basis for the purpose of informing the Client of major deficiencies in the condition of the property subject to the provisions of this contract, and Client agrees to pay AHI for AHI's new residential construction inspection and reports.

3. **Payment by Client.** Client shall pay AHI for the inspection to be performed pursuant to this contract. The cost of the home inspection is based upon the attached fee schedule. Payment must be made _____. By signing this contract and payment of the fee, the Client acknowledges, understands and agrees to this contract and the statements and terms contained herein.

4. **Scope of Inspection.** The following items will be part of our inspection:

Structural Components:

- Foundations
- Floors
- Walls
- Columns and piers
- Ceiling
- Roof structure and attic

Exterior:

- Wall cladding flash and trim
- Exterior doors
- Windows
- Garage door operators
- Decks, balconies, stoops, steps, areaways, porches, and applicable railings
- Vegetation, grading, drainage, driveways, patios, walkways, and retaining walls
- Eaves, soffets and fascias

Roofing:

- Roof coverings
- Flashings
- Skylights, chimneys, and roof penetrations
- Roofing drainage systems

Plumbing system:

- Interior drain, waste and vent systems
- Interior water supply and distribution systems and fixtures
- Hot water systems, controls, chimneys, flues and vents
- Main water shut-off device
- Fuel storage and distribution systems
- Sump pump

Electrical systems:

- Service and grounding equipment, main overcurrent device, main and distribution panels
- Branch circuit conductors overcurrent devices and compatibility of their amperage and voltage
- Connected devices and fixtures

- Polarity and grounding of receptacles within six feet of interior plumbing fixtures and all receptacles in garage, carport and exterior walls
- Operation of Ground Fault Circuit Interrupters
- Smoke Detectors
- Location of main and distribution panels
- Carbon monoxide detectors

Heating:

- Heating equipment
- Normal operating controls
- Automatic safety controls
- Chimneys, flues and vents
- Solid fuel heating devices
- Heat distribution systems
- Presence of installed heat source in each room
- Gas/LP firelogs and fireplaces
- Central air conditioning:
- Cooling and air handling equipment
- Normal operating controls
- Distribution systems
- Presence of installed cooling source in each room

Interiors:

- Ceilings
- Walls
- Floors
- Steps, stairways, balconies and railings
- Counters and a representative number of cabinets
- Doors
- Windows

Insulation and ventilation:

- Insulation and vapor retarders
- Ventilation of attic and foundation areas
- Ventilating systems
- Ventilating fans and thermostatic controls

Built-in kitchen appliances:

- Dishwasher
- Ranges/ovens/cooktops
- Range hood
- Trash compactor
- Food waste disposer
- Microwave

5. **Report.** AHI agrees to provide you with a verbal report immediately following the inspection if you attend. A written report will be provided to you within three business days.
6. **Limitation of Liability.** Inspector is neither an insurer nor guarantor against any contractor, subcontractor, manufacturer, or other third party that is part of the new residential construction process for the Client's construction site. Inspector makes no warranty, express or implied, as to the fitness for use or condition of the systems or components inspected. Inspector assumes no responsibility for the cost of repairing any deficiencies, problems, or any other defects or conditions. By signing this Agreement, Client agrees that AHI, its employees, and agents are limited in liability to the fee paid for the inspection services and report in the event that Client or any third party claims that Inspector is in any way liable for negligently performing the inspection, or in preparing the Inspection and Report, or for any other reason or claim that Inspector has not fully satisfied all its obligations hereunder.

GENERAL PROVISIONS

1. **Unconditional Release and Limitation of Liability.** The Client hereby releases and exempts AHI and its agents and employees from all liability and responsibility for the cost of repairing or replacing any unreported defects, deficiencies or any consequential damages, property damages, or personal injury of any nature. The Client agrees that AHI's, its employees and agents liability for errors and/or omissions or for negligent performance or non-performance of its obligations under this contract shall be limited to a full refund of the fee paid for the inspection. The Client agrees to assume all risk of loss which exceeds the fee paid for the visual inspection and the report. The Client agrees to hold AHI, its agents and employees harmless from and against all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' fees and expenses incident thereto for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection with this contract, unless caused by willful misconduct of AHI, its employees and agents.
2. **Indemnity and Hold Harmless.** Client hereby agrees to indemnify, defend and hold harmless Inspector if any third party brings a claim against Inspector relating to the inspection and testing, or Inspection and Testing Report.
3. **Governing Law and Venue.** The laws and jurisdiction of the States of North Carolina govern this agreement.
4. **Arbitration.** Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of the

Agreement, the scope of the services, the actual inspection and testing services rendered by Inspector, the Inspection and Testing Report provided to the Client by Inspector, or any other matters of any kind involving any act or omission performed under this Agreement, or promises, representations, or negotiations concerning duties of the Inspector hereunder, shall be submitted to arbitration in accordance with the applicable rules of the American Arbitration Association. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the mold inspection and mold testing industry. Judgment on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. Secondary or consequential damages are specifically excluded.

In the event that any dispute arises out of the Inspection, Testing, or Report, and proceedings are commenced by the Client, if the Client is unsuccessful in maintaining the claim in arbitration or elsewhere, then the Client shall be liable to the Inspector for all charges, expenses, costs and legal fees incurred by the Inspector on a complete indemnity basis, including a reasonable fee for all the time spent by the Inspector or Inspector's personnel in investigating, research, preparation for, and attendance at arbitration or court hearings and examinations.

5. **Notice.** Any claims must be presented to the Inspector in hand by certified U.S. mail or suitable proof of delivery within one (1) year from the date of the Inspection. Inspector shall have no liability for any claims presented one (1) year after the date of the inspection and testing. Client guarantees Inspector a right to examine the subject matter and area of any claim and offer a resolution prior to Client's performance of remedial measures (except in the even of an emergency, or to protect for personal safety, or to reduce or avoid damage to property). This is a condition precedent to Client's claim.
6. **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire Agreement between the parties hereto, and supersede any and all prior representations, discussions, or agreements, whether written or oral. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by the parties hereto. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.
7. **Disclaimer of Warranties.** It is understood and agreed that AHI, its agents and employees are not an insurer or guarantor against defects in structure, items, components or systems inspected. AHI, its agents and employees make now warranty, express or implied, as to the fitness for use, condition, performance or adequacy of any inspected structure, item, component or system. THE INSPECTION, TESTING, AND INSPECTION AND TESTING REPORT DO

NOT CONSTITUTE A WARRANTY, GUARANTEE OR INSURANCE
POLICY OF ANY KIND.

8. **Disclosure Statement.** In providing the property and inspection report, information about the client, inspector, real estate professional and property will be collected and input into the HomeGauge inspection software and services, which inspector uses to produce the inspection report. This information may include personally-identifiable information about the client, inspector and real estate professional. This information may subsequently be used by the provider of HomeGauge, as set out in the HomeGauge Privacy Policy found at <https://www.HomeGauge.com/privacy.html>. Inspectors may choose to use this information to market new or related products and services to clients.

Does the client give AHI the authorization to release the original, and/or a copy of the inspection report to the clients Realtor, real estate agency, or contractor solely for the purpose to aid you, the client who is to pay for this inspection?

yes no (circle one)

Client Name: _____

Signature _____

Date _____

Inspector Name: _____

Signature _____

Assured Home Inspection

License Number: _____

Date _____

Location:

Date:

Time:

Inspector:

Heated Sq.Ft:

Mold Samples:

Radon Testing:

Lead Testing:

**Total
Inspection
Cost: \$**