

THIS AGREEMENT CONTAINS A LIMIT OF LIABILITY AND ARBITRATION CLAUSE, PLEASE READ COMPLETELY.

This contract is an agreement between the CLIENT listed below, and King Construction, Inc (US, WE, OUR) to perform an inspection of a home or building according to the "Standards of Practice" of ASHI and the NCHILB or SCLLR. These standards of practice inform CLIENT of what a home inspector should report, and what is not expected of the home inspector to report. **OUR home inspection is a single trip generalist observation that is mostly visual in nature, not technically exhaustive, and not designed to identify minor issues. Additionally, it is to provide CLIENT with a better understanding of the property's condition as observed at the time of the inspection.** OUR inspection/report will meet the "Standards of Practice" for items inspected. It will include an inspection of: **Structural Components, Exterior, Roofing, Plumbing, Electrical, Heating, Central Air Conditioning, Interior, Insulation, Ventilation and built-in kitchen appliances.** WE agree to email the CLIENT a report within three business days of the inspection, receipt of signed agreement, and payment in full whichever is latest.

OUR inspection does not include: Negotiating repairs; home warranty/insurance policy; items generally considered cosmetic; pools; spas; Jacuzzis; building code or zoning verification; permit research; engineering services; geological/soil conditions/stability; concealed or latent defects; load bearing alignments; detached buildings or structures (and components inside); buried fuel tanks; environmental tests; flood plain certification; the presence or absence of any suspected adverse environmental condition or hazardous substances; formaldehyde; mold/mildew/fungi; lead; asbestos; sulphurous/china/tainted drywall; water & airborne related illness; wood destroying insects & organisms, pests, rodents and their damages; refrigeration units; water filtration units; low voltage systems; security system devices; product recalls; noise; underground utilities; heat detectors; carbon monoxide detectors; telephone; cable TV; satellite equipment; intercoms; built-in vacuum equipment; or other ancillary wiring that is not a part of the primary electrical distribution system; window thermal seals, mini-blinds, treatments; oven clocks, timers, clean features; solar systems; lightening arrestors; Synthetic Stucco/EIFS; water wells; septic fields; moisture content of walls, floors, ceilings; anything buried; the interior of flues; flue connections; the life expectancy of any component; refrigerant leaks; a board-by-board/brick-by-brick inspection. Depending on conditions roofs may not be walked. Components that are concealed, hidden (including behind shrubbery, insulation, walls, personal property, furniture, etc.), camouflaged, not visible, not accessible, located in an area that may be dangerous or unhealthful to enter and/or difficult to inspect are beyond the scope of this inspection. Movement/disassembly of personal items, panels, covers, insulation, furniture, opening walls, excavation, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility is beyond the scope of this inspection. WE will not operate heating or cooling systems in temperatures that may cause damage to the unit (A/C under 65 degrees or Heat Pump over 65 degrees). WE do not inspect heat exchangers, gas packs, boilers, etc. for cracks. Utilities, plumbing, gas, 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. Inspection of areas/homes that we feel endangers our safety or well being will be aborted.

Additional Inspection Options: (by not initialing desire for any additional services listed below client declines any additional services)

Third Party Wood Destroying Insect/Termite Inspection: For an additional fee of \$_____ we will hire a third party pest Control Company to perform a standard pre purchase wood destroying insect inspection and generate the state's standard WDIR/CL100 report. Client understands that we are merely arranging this service and agrees to hold us harmless from any and all errors and/or omissions by the pest control company. We cannot guarantee the date/time of the termite inspection. Initial here _____ if CLIENT(S) wishes for us to arrange a termite inspection.

Radon Test: For an additional fee of \$_____ we will conduct an EPA approved short term radon test at the listed property. The Environmental Protection Agency (EPA) believes "Radon is a cancer-causing natural radioactive gas that you can't see, smell or taste. Radon is the leading cause of lung cancer among non-smokers. Radon is the second leading cause of lung cancer in America and claims about 20,000 lives annually." Additional info is available at <http://www.inspectorpaul.com/radongastesting.html> Initial here _____ if CLIENT(S) wishes to have a Radon Test.

Detached Garage / Building Inspection: For an additional \$200.00 we will perform a limited visual inspection of the structural components and installed electrical components and plumbing components of a detached structure up to 500 square feet. Initial here _____ if CLIENT(S) wishes to have a limited detached building inspection. Call for a quote if over 500 sq ft.

Lawn Sprinkler Inspection: For an additional \$125.00 we will perform a limited visual inspection of the properties irrigation system (up to 8 zones, call for price on more zones). Initial here _____ if CLIENT(S) wishes to have a limited visual lawn sprinkler inspection.

Limited Visual Mold Inspection: I agree and understand that Inspector may report on suspicious stains or mold-like substances, that the inspector is not an environmental hygienist and is not providing "mold inspection/IAQ test" under this agreement. Call for more information or to schedule a mold inspection.

CLIENT obligations: (CLIENT OR CLIENTS REALTOR HAS SCHEDULED AN APPOINTMENT FOR THE INSPECTION WITH THE LISTING AGENT, SHOWING TIME, OWNER) Client will reimburse us if we are fined for not having a scheduled appointment. CLIENT has made an on-site personal examination of the property prior to the inspection and agrees to notify US of any issues or concerns they have and any disclosure issues or no representation issues by the seller. CLIENT has preexisting concerns with the following components, systems, etc. (please list if any)

_____. CLIENT has obtained a right of entry to perform this inspection from the seller or seller's representative and has made arrangements for the home to be open during the inspection. CLIENT agrees to retain appropriate licensed contractor(s) to further inspect and repair all concerns and issues before the close of escrow. CLIENT is urged to call US before they close on the home to review or ask any questions CLIENT may have regarding this inspection / report. CLIENT is responsible for payment in full of all of our fees whether or not CLIENT purchases the property and will inform us in advance if the home or neighborhood is distressed. Client agrees to not follow us into any possibly hazardous locations including but not limited to: attic, crawl space, roof, etc and not use any of our tools, or owners tools to perform their own inspection.

CLIENT(S) INITIALS: _____

Attendance / Opinion: The home inspection report represents OUR "opinion" of the property at the time of the inspection. OUR interpretation of what is good or fair may be different than CLIENT. CLIENT is encouraged to be present at the time of the inspection so WE will have a better understanding of each other's perceptions. Because we wish to focus all of our attention on the home, we appreciate when CLIENT does not follow us, distract us, and ask numerous questions while we are performing the inspection. CLIENT is discouraged from following us into any potentially hazardous locations including but not limited to: attic, roof, crawl space, around electrical panels. Photographing / filming the inspection / inspector are not permitted.

OUR purpose is to determine whether or not a system (electrical, heating, etc) is working properly. WE are 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. They determine what steps are necessary to correct. Their troubleshooting may reveal additional items not mentioned in this report. WE are not responsible for items mentioned or not mentioned in this report. WE are not a guarantee nor do we guarantee any items or opinions described on this report.

Warranty / Claims / Limitations: This inspection is to reduce the risk of finding a potential problem, not to eliminate them. WE do not guarantee that all defects will be located, reported, identified or recognized. CLIENT agrees that OUR limit of liability shall not exceed the amount paid for the inspection. By retaining OUR services CLIENT acknowledges, understands, and agrees to the statements and terms contained herein, and will hold US harmless to any claims made. If the CLIENT believes WE have made an error or omitted an item the CLIENT feels should have been inspected the CLIENT agrees to notify US in writing of the alleged error or omission immediately upon discovery of the item(s) and agrees to allow US a reasonable opportunity to re-inspect, address, and repair the alleged error or omission prior to any repairs being performed. Failure on behalf of the CLIENT to notify US in writing and grant US a reasonable opportunity to re-inspect, address, and repair the alleged item(s) is admission by the CLIENT that the condition did not exist at the time of the inspection and shall constitute a remise, full release, and forever discharge US from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, judgments, damages, claims, administrative claims, and demands whatsoever in law or equity. If CLIENT makes a claim against US for an alleged error, omission, or other act arising out of this inspection report and fails to prove such claim, CLIENT agrees to pay all attorneys' fees, arbitrator's fees, legal expenses, and costs incurred by US in defense of the claim. In the event of a refund of inspection fee or portion thereof, or any other sum, such refund shall be a full and final settlement of all present and future claims, administrative claims, and causes of actions, complaints, etc. and WE shall be thereupon generally and fully released. This inspection is not for third party use; CLIENT requests this inspection/report for their confidential use only. WE will not release this report to any third party without client approval. If CLIENT decides to release this report to others CLIENT agrees to defend, indemnify, and hold US harmless for any damages claimed by others. CLIENT agrees that WE will only be named as a fact witness in litigation issues and CLIENT agrees to execute our litigation agreement prior to naming us a fact witness. Should any buyer or entity disclaim authority of contract signer to act as an agent of any or all buyers, then the signer of the contract herein indemnifies us for all costs, damages, judgments, and expenses incurred by us, including attorney's fees, regarding any claims against us made by buyer or entity that relies on report or other representation or conduct of us or agents thereof. Client grants us permission to disclose items found in this inspection to any future possible purchasers.

Arbitration Clause: Any dispute concerning the interpretation of this agreement or arising from the Inspection and Report shall be resolved by binding, non-appealable arbitration conducted by Construction Arbitration & Mediation Services www.buildingdisputes.net. Any legal act arising from the Inspection and report must be commenced within 90 days of the date of the inspection. If any portion of the agreement, inspection, and/or report is struck down, then all other clauses will remain valid and in force.

Additional Trips / Re-Inspections: If CLIENT requests an additional trip to complete the inspection (i.e. utilities were not turned on, inaccessible areas, etc) CLIENT agrees to pay a \$100.00 per hour (or part of) additional trip fee (\$200.00 minimum fee). Re inspections are billed at \$200.00 for the first hour (or part of), \$100.00 per hour for each additional hour (or part of), including travel time, consultation time, report writing time, etc (minimum fee of 50% of the original inspection fee), \$100.00 additional fee for a set appointment time. A \$50.00 additional fee if the report is needed in less than three business days

Fees / Payment: Payment is due at the time of the inspection. CLIENT is responsible for payment in full of all of our fees. The cost of the home inspection is based upon factors including the age, total square feet (heated & unheated), and condition of the home to be inspected and is subject to correction. Homes in distress, cluttered, foreclosed, "short sales", "flipped", for sale by owner, lease/purchase, investment, and rental properties may be charged an additional fee, must be paid in full before the report is released. Failure to notify US of such a property at the time of scheduling may result in the inspection being aborted and the CLIENT will be responsible for payment in full. Payment cash, card, or check must be made at time of inspection. Cancellations with less than 48 business hours notice will be billed in full. CLIENT authorizes King Construction, Inc. to charge the credit card listed below, credit card transactions will be charged a \$10.00 alternate payment channel convenience fee. Please be advised that when services are rendered payment to King Construction Inc. in full is due whether CLIENT decides to purchase the home or not. Failure to make payment as noted may result in collection activity and the CLIENT understands that CLIENT will be liable for interest from the date of the inspection, collection costs, court costs, and or attorney fees.

My Realtors name, phone, and email are: _____
(or listing agent if none, needed to confirm scheduling). Does the CLIENT give US the authorization to release a copy of the inspection report to the CLIENT's Realtor or real estate agency, solely for the purpose to aid the CLIENT who is to pay for this inspection? Yes / No (circle one)

By signing below CLIENT understands and agrees to all terms and conditions including the limit of liability and arbitration clause.

Location: _____ Scheduled Date: _____ Estimated Start Time: _____

Fee: _____ Client(s) _____ (one signature binds all) _____

Signature: _____ Email Address: _____

CLIENT'S Current Address: _____

Phone: _____ Credit Card: Visa, MasterCard, AMEX Expiration Mo/Yr _____

Card Number _____ CVC code _____

Inspector: Paul King _____