

# **B. A. King Home Inspections, LLC**

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803 417-2116 704 301-3207 Fax all pages ASAP to 866 865-5915

## Limited Item Inspection Agreement for Home Sellers

Property Address \_\_\_\_\_

Heated Square Footage: \_\_\_\_\_ Age of house: \_\_\_\_\_

Foundation type: basement / crawlspace / slab

Clients Name \_\_\_\_\_

Current Address if different \_\_\_\_\_

Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email for inspection report: \_\_\_\_\_

**Agreed upon Inspection Fee:** \_\_\_\_\_ (If fee is not filled in by client, client agrees to the typical fee for this type of limited inspection)

Date of Inspection: \_\_\_\_\_ Time of Inspection: \_\_\_\_\_

Payment method: At start of Inspection / In advance

Credit card payments can only be done by Client on website and must be done the day before the inspection. Check or cash accepted at the start of the inspection.

Client is responsible for ensuring that all utilities are turned on, property access is available and any needed re-winterizing after the inspection.  
Inspector does not light pilot lights or turn on any valves.

Inspector will perform NC Inspection's in accordance with the agreed portion of the Standards of Practice of the North Carolina Home Inspector Licensure Board

and SC inspections based on the agreed portion of the South Carolina Standards of Practice for Home Inspections. Client understands that the inspection will be performed in accordance with part of the aforementioned Standards, which also contain certain limitations, exceptions and exclusions. This type of Inspection will reduce risks but will not always eliminate risk since conditions may change or items included in a future full inspection may be of concern to a future buyer. In some cases the Standards may be exceeded as added value for the Client. This is at the Inspectors sole discretion and in no way will cause any deviation from this Agreement. Inspector will perform a visual Inspection of the items listed in this agreement and provide the Client with a limited inspection report identifying the defects that the Inspector both observed and deemed material. The report will not contain all of the data and reporting items required as in a full home inspection, just the issues with the items listed in this agreement will be reported.

This Inspection is not a technically exhaustive or board by board procedure and is not a warranty or guarantee or any form of insurance. This Inspection is to show the listed items apparent condition as observed visually as a point in time only. No warranty or guarantee is provided on any inspected or uninspected item, express or implied, regarding future use, operability, habitability or suitability of the home / building or its components. Any problems disclosed by owner or previous owners, previous inspections or known problems not made available and known to Inspector prior to the Inspection process are not the responsibility of the Inspector. Client agrees, that some items, while being observed visually and displaying no signs of a problem can and sometimes do have problems. These types of concealed problems often do become worse or only become visible as other contractors dismantle and troubleshoot the component or system or perform a more exhaustive test. Inspector is not responsible for other inspectors/contractors findings, opinions, additional repair or replacement recommendations.

**The following process will be performed on site:**

**Inspector will perform a basic roof evaluation, look for major existing structural concerns (inside and outside), inspect the inside of the main electrical panel, inspect readily accessible subpanels, inspect the basic operation and installation methods of the heating and air systems, inspect the condition and installation methods of the water heater, enter the attic through one access point that has a scuttle opening or stairs and inspect (the visible framing condition, any hvac or water heating equipment present, attic ventilation methods), enter any accessible crawlspace area and inspect the structural components, water intrusion issues and any excessive mold issues.**

Limits of Liability: The Inspector does not assume any of the risks associated with selling property therefore the Inspectors liability for errors and omissions is limited to the amount paid by the Client for the Inspection less expenses or an amount agreed to in this Agreement prior to the Inspection. If legal action is

brought against Inspector by the Client and the Client does not prevail, the Client agrees to pay the Inspector compensation for all time spent preparing, communicating, traveling and attending all related events at the rate of sixty dollars per hour plus all actual legal expenses and costs. Client agrees that this payment is not amendable by any arbitration process. After a period of 90 days Client agrees not to attempt any action against the Inspector or his company for any item associated with the inspection, this Agreement or any other reason. If the Client has a concern or dispute concerning an inspected item, the Client agrees to notify the Inspector in writing and via telephone within ten days of knowledge of the problem and provide the Inspector an opportunity to inspect the item prior to allowing any work to be performed on the item unless an emergency situation exists. In the event Client does not provide the two notices required and provide the Inspector the time and access to inspect the item will prevent the Client from bringing any claims or actions against the Inspector for the item in concern.

Client agrees that a claim of negligence or the like must be supported with substantial proof or claims can be brought against Client. This Inspection is not technically exhaustive and not a guarantee that all existing defects possible in homes will be identified and reported.

Any Client dispute concerning this Agreement or the Inspection shall be resolved by binding, non-appealable arbitration conducted by an arbitrator who is experienced with the home inspection industry and will be selected by mutual agreement by both parties. This does not apply to a dispute concerning the payment of the fee. The guidelines agreed to be utilized for arbitration are the National Association of Certified Home Inspectors Standards of Practice and the NC or SC Standards of Practice in effect at the time of the Inspection and only the parts of those that pertain to this limited inspection. Inspector reserves the right to utilize the court system to counter any claims made by the Client that are not supported by this Agreement in its exact stated conditions. Inspector is not a home warranty company.

Severability and Entire Agreement: The Client agrees that should an arbitrator or court determine that any provision(s) in this Agreement is unenforceable, the remaining portions shall remain in full effect. No other verbal agreement or guarantees are made and this Agreement is the total Agreement.

Additional visits and Re-inspections: When Client requests another visit for any reason such as utilities/pilot lights were not turned on or there were accessibility problems, Client agrees to prepay an additional fee. When a re-inspection visit is desired, Client agrees to provide Inspector with a list of the items that are to be re-inspected. Not all houses can be re-inspected. All re-inspections and additional trips (except weather related) start at \$120 dollars per visit.

Report Details: The Report will be made available within approximately 24 hours

of completion of the Inspection process. Ownership of the Report is retained by the Inspector and the Client may not sell the report. The report may be held if the house size appears larger than disclosed until correct fee is paid.

Agreement Miscellaneous Items: This Agreement and the Report are for the confidential, exclusive use and benefit of the Client. The Report is nontransferable and may not be used or relied on by others without the consent of the Inspector. Client agrees that in the event of litigation involving the inspected property, the Inspector is only to be named as an expert witness and agrees to execute a litigation agreement with prepayment prior to naming the Inspector in the case. Deposition etc. fees are \$100/hr, \$450 minimum charge.

Fees and Payment: The fee is based on payment being made at the time of the Inspection. If the Client can not attend the Inspection, the payment should be arranged for delivery during the Inspection or paid before the Inspection. Payment with credit card is available only via the website. The Report or inspection findings are not released until payment is received unless prior arrangements are made. Client agrees to pay all legal and time expenses (\$60/hr) related to the collection of all unpaid Inspection visits and \$30 charge for any returned checks.

The report is only supplementary to the sellers disclosure, termite inspection and any problems known by others. Clients that choose to attend only the last portion of the inspection are not guaranteed a lengthy walk around review due to scheduling. Distressed/investment homes in disrepair with many problems per system will only be generally reported as per system instead of numerous detailed locations of each issue found unless agreed upon in writing with appropriate fees.

Client agrees by signing below and/or by making payment of the fee, that you have read, understand and/or agree to this entire Agreement. Client agrees that the portion of the Standards of Practice(s) used for the Inspection are available from a number of sources and are also available via the internet. Client can visit Inspectors web site for information on scheduling and preparing for the inspection and to obtain the full SC, NC and NACHI Standards of Practice even though only part of it was agreed to be used. Client agrees that any re-inspections requested and performed are limited inspections, for the items requested in writing and this agreement applies to those as well. Any problems resulting from the repair work is the sole responsibility of the other contractor and the Client since the repair method may not be fully apparent.

Client Signature indicating agreement and authorization :

This type of limited inspection usually takes about one to one and a half hours to complete on site and the same amount of time to type the report at the office.

Print Name \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature \_\_\_\_\_

Please fax ALL PAGES of this agreement to 866 865-5915 as soon as possible to ensure proper scheduling. An office supply store can assist with a fax.

Please confirm with me that I have received your fax.

Thank You - Bruce King, Certified Inspector SC license 1597, NC License 2449

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