

# B. A. King Home Inspections, LLC

6777 Campbell Road, York, South Carolina 29745

www.BAKingHomeInspections.com

803 417-2116 Fax ALL pages ASAP to 866 865-5915

## Home Inspection Agreement

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

Square Feet: \_\_\_\_\_ Age: \_\_\_\_\_ Foundation: Slab / crawlspace / basement

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

Current Address \_\_\_\_\_

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

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

Real Estate Agent name and phone: \_\_\_\_\_

Closing Attorney Name: \_\_\_\_\_

**Agreed upon Inspection Fee:** \_\_\_\_\_ (Add \$75 if termite inspection desired)  
(If fee is not filled in by client, client agrees to the typical fee for this house) Add \$35 for delayed payment. Termite inspection scheduling and inspection with a subcontractor is \$75.  
No changes or cancellations within 2 days are allowed or \$150 fee applies.

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

**Payment method: circle one** At Inspection / In advance / Delayed payment +\$35

Credit card payments can only be done by Client the day before inspection on my website via paypal with \$10 convenience fee. Only check or cash is accepted at the inspection.

**If delayed payment has been agreed to:** A check for the full fee plus \$35 must be presented to inspector at or before the inspection time, inspector will hold the check for 50 days maximum and destroy it when payment from the closing attorney is received. Client agrees to have funds available and authorizes payment from escrow funds if the property is not purchased. If the attorney does not include the invoice in the closing, the fee plus the \$35 is due within 3 days.

Client is responsible for ensuring that all utilities are turned on (and any claims presented due to water damage) and property access is available and any needed re-winterizing after the inspection. Inspector is not required to light pilot's or turn on any valves.

Inspector will perform NC Inspection's in accordance with the Standards of Practice of the North Carolina Home Inspector Licensure Board and SC inspections based on the South Carolina Standards of Practice for Home Inspections. The National Association of Certified Home Inspectors Standards of Practice is also substantially used. Client understands that the inspection will be performed in accordance to the aforementioned Standards, which contain certain limitations, exceptions and exclusions. This type of Inspection will reduce risks but will not always eliminate risk. Client agrees that the inspector is not and has not made any references or claims to being an engineer, electrician or contractor and has not offered to do any repairs on the property being inspected.

Inspector will perform a visual Inspection of the home and provide the Client with an inspection report identifying the defects that the Inspector both observed and deemed material. Inspector is independent from realtors and provides a very thorough inspection and report therefore Client has the advantage of complete trust and full disclosure. Client is responsible to ensure this agreement has been received by the inspector in time for proper scheduling. Client is responsible for ensuring the owner and listing agent are notified about the inspection day and time. If Inspector uses his access key to enter an occupied home, the client must have a realtor or owner present in order to enter the interior of the home. All claims from 3<sup>rd</sup> parties or sellers are to be handled by the client.

This Inspection is not a technically exhaustive procedure and is not a warranty or guarantee or any form of insurance. This Inspection is to show the property's 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, insurability or suitability of the home / building or its components. This Inspection should not cause the omission of a thorough walk through inspection by the buyer prior to attending the closing. Client agrees to hold Inspector harmless if the final walk through inspection is not done prior to closing while the home is empty. 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 contractors findings, opinions, additional repair or replacement recommendations. A/C units can not always be activated or evaluated in temperatures that are too cold.

Limits of Liability: The Inspector does not assume any of the risks associated with purchasing property therefore the Inspectors liability for errors and omissions is limited to the amount paid by the Client for the Inspection less expenses, or limits set by any licensing board 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 \$70 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 by and with only the Standards of Practice(s) used and substantial proof must be made with no other interpretations allowed whatsoever 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. An IR camera (when not out for repair) will be used in a limited manner at no additional charge with pictures of any issues deemed important included.

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 InterNational Association of Certified Home Inspectors Standards of Practice and the NC or SC Standards of Practice in effect at the time of the Inspection. No claims can be brought against Inspector for any property not owned by Client. 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 and make immediate payment via Paypal or onsite. Not all houses or issues can be re-inspected since some items take time to show problems and my schedule may be full. Client agrees to have a qualified contractor investigate and repair the summary items. All re-inspections and trip charges start at \$120 dollars per visit.

Report Details: The Report with necessary pictures will be emailed 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 written consent of the Inspector. Client agrees that in the event of litigation involving the inspected property, the Inspector will be compensated in advance for all time and expenses including travel, document retrieval, review and lost time from work. Deposition etc. fees are \$100/hr, \$450 minimum charge per partial day and to be paid within three days of any notice to participate.

Client authorizes the Report to be distributed, if needed, to the real estate agent(s) or the attorney(s) involved in the transaction but Inspector is not required to do so under every circumstance and Client agrees to give Inspector permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. If Client does not want the report distributed, Client should cross out the above paragraph, initial and email inspector.

Fees and Payment: The fee is based on payment being made before or 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 (\$70/hr) and minimum of \$250 related to the collection of all unpaid Inspection visits past due more than 7 days 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 can attend the inspection but this presence will have to be considered at their own risk. Clients that choose to attend only the last portion of the inspection are not guaranteed a lengthy walk around review due to scheduling. This inspector is not qualified to detect the presence of Chinese Drywall. The issue of Chinese Drywall (and its potential problems) or other defective drywall compounds is beyond the scope of the inspection and report.

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 to make payment whether or not the property being inspected is purchased. Client agrees that 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 SC, NC and NACHI Standards of Practice. 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.

**Circle if termite inspection scheduling is desired:**    add \$75

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

Client Signature \_\_\_\_\_ Read below:

**Please fill out the form on my website or fax ALL PAGES of this agreement to 866 865-5915 as soon as possible to ensure your appointment. I can cancel if I don't have this. Please confirm with me via email that I have received your agreement.**

Thank You - Bruce King, Certified Master Inspector SC license 1597, NC License 2449  
B.A. King Home Inspections, LLC