

INSPECTION AUTHORIZATION AND AGREEMENT

Ez-1Source, LLC, DBA A-ProAdvantage Inspection Services, NC License # 2132
Home & Building Inspection

This Agreement Contains a Limit of Liability and Arbitration Clause, Please Read Carefully.

Client Name:	
Address:	
City, State, & Zip	
Phone:	
E-Mail (Please Print Clearly)	
Property Information	
Inspection Address:	
City, State, & Zip	
Approximate Sq. Footage (heated & Unheated), Age of Property	
Date & Time:	
Required to schedule inspection. (See Fees / Payments)	
Credit Card /Expiration /security code Information	

Fee for the inspection is \$ _____. (Price may be adjusted prior to inspection with notice, based on property condition and the inspectors estimate at time to perform.)

This contract is an agreement between the CLIENT listed above, and Ez-1Source, LLC, DBA, **A-ProAdvantage Inspection Services** (US, WE, OUR) to perform an inspection of a home or building according to the "Standards of Practice" of 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. **The inspection is a single trip generalist observation that is visual in nature and not technically exhaustive.** 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 North Carolina. It will include an inspection of unless otherwise noted: **Structural Components, Roofing, Exterior, Electrical, Heating, Central Air Conditioning, Insulation, Ventilation, Plumbing, Interior, Built-in Kitchen Appliances and Garage.** Items excluded from this inspection.

WE agree to deliver the CLIENT a report within three business days of the inspection or receipt of signed agreement (whichever is later).

Our inspection does not include the inspection or any part of testing or determining whether or not these conditions exist such as: Asbestos, Lead, Formaldehyde, Mold or Fungi, or bio-aerosols.

OUR inspection does not include: Items generally considered cosmetic; pools; spas; Jacuzzis; building code enforcement; detached buildings or structures (and components inside); boat docks, irrigation systems, buried fuel tanks; environmental tests; the presence or absence of any suspected adverse environmental condition or hazardous substances; termites, wood destroying organisms, pests, rodents and their damages; refrigeration units; water filtration units; low voltage systems; security system devices; 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 treatments; mini-blinds; oven clocks, timers, clean features; solar systems; lightning arrestors; Stucco (hard coat & synthetic); water wells; septic fields; anything buried; the interior of flues; flue connections; the life expectancy of any component; locating refrigerant leaks; a board-by-board/brick-by-brick exterior inspection. Exterior and roof inspections are performed from the ground. Components that are buried, 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 of personal items, panels, covers, insulation, furniture, 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. Air conditioning systems will not be operated in outside temperatures of 65 degrees or less. 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 any components or systems that require them. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation will be performed. All components and conditions, which by the nature of their location are concealed, camouflaged or difficult to inspect, will be excluded from the inspection / report.

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 strongly encouraged to be present at the time of the inspection so WE will have a better understanding of each other's perceptions.

CLIENT obligations: CLIENT 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. CLIENT agrees to ensure that the property is ready for inspection by having all utilities turned on and available. 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.

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 WE will find everything that may be wrong with a home.** 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. WE are not a home warranty company nor do WE carry insurance on warranty claims. 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 within one week of their 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 to Inspector, all costs, expenses, and attorney's fees incurred by Inspector, his agents, employees, or insurers in the defense of such 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 an expert witness in litigation issues and CLIENT agrees to execute our litigation agreement prior to naming us an expert 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.

Ez-1Source, LLC DBA, A-ProAdvantage Inspection Services is authorized, when initialed, to release a copy of the report and disclose information within the home inspection report to my Realtor, Builder, Attorney, repairpersons, and

_____ for the purpose of clarification and the facilitation of repairs.

CLIENT's Initial's: _____

Arbitration: Any dispute arising out of the inspection, report or the interpretation of this agreement, except for non-payment of the inspection fee, shall be resolved in accordance with the Rules of the American Arbitration Association. The parties shall select a mutually agreed upon arbitrator who is a home inspector, with greater than 6 years experience, licensed by the State where the inspection was performed. If the parties are unable to agree upon an arbitrator, either party may request that a licensed home inspector be selected by the State Board of Home Inspectors to arbitrate the proceedings. Such selection shall be binding upon the parties. The prevailing party shall be awarded all arbitration costs..

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 additional trip fee (current rate). Re-inspections of repairs will be considered on a case by case basis and are billed at our hourly labor rate, including travel and report writing time.

Fees / Payment: The cost of the home inspection is based upon the age and total square feet (heated & unheated) of the home to be inspected and is subject to correction. WE reserve the right to charge an additional fee for homes in distress, cluttered, foreclosed, investment, and rental properties; 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 a trip fee (current rate). **Payment must be made at time of inspection, or through the closing attorney (only if secured with a credit card).** Cancellations with less than 48 hours notice will be billed in full. If payment is not received by 7 days after the closing date on this agreement or within 30 days of the inspection, CLIENT authorizes Ez-1Source, LLC. to charge the credit card listed below. **Please be advised that when services are rendered payment to Ez-1Source, LLC, DBA A-ProAdvantage Inspection Services indicated in the amount above is due whether CLIENT decides to purchase the home or not.** Failure to make payment within 30 days of the inspection or at closing, whichever comes first, 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. Returned checks 75.00 NSF Check Fee.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

CLIENT NAME (PRINT)	
CLIENT'S SIGNATURE	Date
INSPECTOR'S SIGNATURE	Date