

# Promark Home Inspections, Inc.

[www.promarkinspect.com](http://www.promarkinspect.com)

2609 Dockery Lane, Raleigh, NC 27606  
Phone: 919-345-9573 email: mark@promarkinspect.com

## Real Estate Inspection Agreement

Client Name(s): \_\_\_\_\_ Property Address: \_\_\_\_\_  
Client Address: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_  
Client Phone: \_\_\_\_\_ Client Email: \_\_\_\_\_

Promark Home Inspections, Inc. (hereinafter "PROMARK") is hereby employed by Client(s) (hereinafter "CLIENT") to perform a limited visual inspection of apparent conditions in readily accessible areas existing at the time of the inspection, and to provide CLIENT with a written inspection report identifying the defects that PROMARK both observed and deemed material. Generally accepted professional inspection standards and methods shall be used. **This home inspection is performed in accordance with standards of practice of the North Carolina Home Inspector Licensure Board and a copy of these guidelines is available from said Board.** Absolutely no warranties or guarantees are given or implied for any latent or concealed defects, including defects or deficiencies discovered during any repairs made after the inspection. As part of your home inspection the inspector will inspect and report on the following areas unless that area has been marked for exclusion from our services:

1. STRUCTURAL COMPONENTS – including foundation, floors, wall, columns, ceilings, and roofs.
2. EXTERIOR OF STRUCTURE – including wall claddings, flashings, trim, entryway doors, decks, steps, eaves, driveways, garage doors, and a representative number of windows.
3. ROOFING – including roof coverings, roof drainage systems, flashing, skylights, and chimneys.
4. PLUMBING – including interior water supply and distribution system, interior drain waste and vent system, hot water system, fuel storage and distribution system, and sump pump.
5. ELECTRICAL–including service entrance conductor, service equipment, main distribution panels, voltage ratings, a representative number of installed ceiling fans, lighting fixtures, switches and receptacles, ground fault circuit interrupters, and smoke detectors.
6. SYSTEM HEATING–including permanently installed heating system and its controls, chimneys, heat distribution system, including fans, pumps and ducts, and automatic safety controls. Excluding: The ambient air temperature must be below 95 degrees to safely test the heating system(s).
7. CENTRAL AIR CONDITIONING – including normal operating control of the central air conditioning system and the distribution system. Excluding: The ambient air temperature must be above 65 degrees to safely test the cooling system(s).
8. INTERIOR – including walls, ceilings, floors, steps, a representative number of cabinets and a representative number of doors and windows.
9. INSULATION AND VENTILATION – including insulation vapor barriers, ventilation of attic and foundation, kitchen, bathroom and laundry venting systems and the operation of any accessible attic ventilation fan when temperature permits.
10. BUILT-IN KITCHEN APPLIANCES – including the observation and operation of dishwasher, range, trash compactor, garbage disposal, ventilation equipment, and permanently installed oven and microwave oven.

**PRICE:** The price for this inspection with the exclusions identified above is based upon the heated square feet and age of the home to be inspected plus any additional commissioned services. The price of this inspection shall be \$\_\_\_\_\_. PAYMENT is due upon completion of this inspection. Payment shall be made by check, cash, or credit card. A 3% processing fee shall be assessed to all accrued fees when payment is made using a credit card. A \$30.00 fee will be added to all accrued fees for all returned checks. This contract does not include the cost for re-inspection of the above property. Payment of all inspection fees are not contingent upon the closing of loan proceeding for the above property. By signing this agreement, CLIENT agrees to pay PROMARK the PAYMANT fee identified earlier in this paragraph.

**EXCLUSIONS AND LIMITATIONS:** The parties acknowledge and agree that this inspection is limited to a visual observation of apparent conditions existing at the time of the inspection only. This inspection is not intended to provide the purchaser with information regarding the advisability of this purchase, the market value of the property, the compliance or non-compliance with codes, ordinances and statues, the suitability of this property for specialized use, the life expectancy of any component or system in the property, the presence or absence of pests or insects, cosmetic items, or underground items that are not permanently installed. Additionally, reference is specifically made to the standards of practice and the code of ethics of the North Carolina Home Inspector Licensure Board regarding a comprehensive listing of those items which are not required to

be inspected and, unless specifically noted otherwise, will not be part of this inspection. All heat exchangers, well, septic systems, and/or free-standing storage sheds are not a part of this inspection. This inspection report does not address and is not intended to address the possible presence of any danger from any potentially harmful substance and environmental hazards, including but not limited to radon gas, lead paint, asbestos, urea formaldehyde (UFFI), toxic or chemical analysis, airborne hazards, mold, polluted water, or under ground oil tanks. Further, PROMARK is not responsible for any misleading information provided by seller or for any matter concealed or hidden from the inspector. PROMARK, Inc. reserves the right to make corrections for clerical or other errors in the report and report summary.

**ARBITRATION:** Should the CLIENT believe that PROMARK be liable for any issues arising out of this inspection, then CLIENT shall communicate said issues in writing to PROMARK within ninety (90) days of the date of the inspection. If the issues cannot be resolved between the parties, both parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration is to be conducted by an arbitrator who is a full-time building inspector with a minimum of six (6) years experience as a building inspector. The inspection will be judged in accordance with the North Carolina Standards and Code of Ethics applicable at the time of the inspection. If a dispute is settled without favor to the CLIENT, the CLIENT agrees to pay PROMARK compensation of all time spent preparing, communicating, traveling, and attending all related events at the rate of one hundred (100) dollars per hour plus all legal expenses/costs.

**LIMIT OF LIABILITY:** The CLIENT acknowledges that the liability of PROMARK and its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to PROMARK's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to PROMARK for the Home Inspection (Inspection Fee). The CLIENT acknowledges that liability be limited to one year from the inspection date and that the liquidated damages described above shall be the exclusive remedy for said liability. The CLIENT waives any claim for consequential, exemplary, special, or incidental damages or for the loss of the use of the Property. This remedy for damages shall be exclusive even if the CLIENT has been advised of the possibility of other such damages. Furthermore, PROMARK has the right to inspect and/or repair items in question before CLIENT proceeds to have them repaired or replaced. Should CLIENT repair or replace said items before PROMARK inspects said items, PROMARK will hereby be released from any liabilities concerning the repair or replacement of said items.

**SERVERABILITY:** CLIENT and PROMARK agree that should a Court of Competent Jurisdiction determine and declare that any portion of this Contract is void or unenforceable, the remaining provisions shall remain in full force and effect as if the unenforceable portion did not exist.

**ACKNOWLEDGEMENT:** This inspection is performed for the sole, confidential, and exclusive use and possession of the CLIENT. Neither the contents of this report nor any representation made herein are assignable without the express written permission of PROMARK and any reliance thereon by any party other than the CLIENT are prohibited. Furthermore, it is agreed that the CLIENT shall be owner of the report and PROMARK shall not release copies of this report to anyone other than the CLIENT and their AGENT without the CLIENT's permission.

Additionally, in providing the property inspection and inspection report, information about the client, inspector, real estate professional, and property will be collected, input, and stored into the HomeGauge inspection software, which is used to produce the inspection report. This information, which may include personally-identifiable information about the client, inspector, and real estate professional, will be kept confidential.

**WARRANTY / GUARANTEE:** This inspection and report are NOT intended to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance or condition of any inspected structure, item, or system. As items can fail at any time after an inspection is performed, we strongly recommend our customers consider purchasing a one-year warranty. Any visual problems observed should be verified with the appropriate contractor for cost estimates and code compliance. The CLIENT acknowledges that PROMARK is not responsible for the repair, replacement, or alteration of any item within the inspected property.

**AGREEMENT:** This contract represents the entire agreement between PROMARK and the CLIENT. The CLIENT acknowledges that they have read and understood the extent and limitations of this inspection and agree to all limitations, terms and exclusions contained within this Agreement. This contract covers the initial and all subsequent inspections involving property located at the address listed on page one at "Property Address".

**NOTE: PROMARK MUST RECEIVE A COPY OF THIS AGREEMENT SIGNED BY THE CLIENT BEFORE THE INSPECTION CAN BEGIN** (either electronically or physically). If viewing this online, click on the "I Agree" radio button and Print Your Name where indicated if you agree to the terms and conditions outlined in the agreement. The inspector and company agree to this agreement if it is presented to you online.

X Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

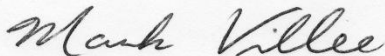
Printed Name: \_\_\_\_\_

X Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Promark Home Inspections, Inc.

Inspector:



Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: Mark Vilee, President

Mark Vilee, NC License #3393