

# Services Agreement

BEACH HOME INSPECTIONS, LLC NC License #1736/ASHI #210930  
P.O. Box 2381 Kill Devil Hills, NC 27948 252-202-2826-Direct/(866) 346-6248- Fax [bhiobx@gmail.com](mailto:bhiobx@gmail.com)

Inspection Date: \_\_\_\_\_ Inspection Fee \$ \_\_\_\_\_ (Client agrees to pay, prior to or at the time of inspection)

Client Name: \_\_\_\_\_ "Client"

Address of Property: \_\_\_\_\_ "Property"

"Client" hereby authorizes distribution of the inspection report to: \_\_\_\_\_ (Real Estate Agent)

This agreement, made by and between BEACH HOME INSPECTIONS, LLC and the "Client" for an inspection (as that term is hereinafter defined) of the primary dwelling located at the above mentioned address ("Property"), IN CONSIDERATION of the mutual covenants and promises contained herein, it is hereby agreed among the parties as follows:

- 1. INSPECTION:** BEACH HOME INSPECTIONS, LLC hereby agrees to conduct an inspection of the Property. The term "Inspection", as used in this Agreement, shall mean a limited, non-technical, and visual inspection of the readily accessible areas of the Property for the purpose of identifying and disclosing to the "Client" certain conditions of the inspectable systems of the Property in order that the "Client" may better understand the physical aspects of the Property. The inspectable components and systems of the property, and the standards of conduct for performing the inspection, are governed by the Standards of Practice for Licensed Home Inspectors by the State of North Carolina and the Home Inspection Licensure Board, whose terms are incorporated herein by reference. A copy of the "Standards of Practice" will be made available upon request. "Client" UNDERSTANDS AND AGREES THAT THE INSPECTION IS BEACH HOME INSPECTIONS, LLC GOOD FAITH OPINION OF THE CONDITION OF THE INSPECTABLE SYSTEMS OF THE PROPERTY AT THE TIME OF THE INSPECTION. The inspection covers only the specific items listed in the report for function and not for building or manufacturing code compliance. The term "Inspection" DOES NOT include all items. Specific items which are not part of the inspection include, but are not limited to: lead paint, asbestos, radon, toxic or flammable materials, refrigerators, freezers, remote overhead door transmitters/receivers, floor coverings, wall coverings, free-standing kitchen appliances, laundry appliances, water conditioners, swimming pools, spas, tennis courts, playground equipment, or other recreational or leisure appliances, self cleaning or continuous-cleaning capabilities of ovens, intercoms, burglar alarms, septic tanks, oil tanks, humidifiers, electronic air cleaners, out-buildings that are not attached, or component parts of any system located outside the foundation perimeter of the structure except air conditioning or heating units. Also excluded is an inspection for any wood or nonwood insects (such as fleas, cockroaches, bees, mites, ticks, flies, powder post beetles, termites, etc). This inspection does not include a termite (or other wood destroying organisms) inspection. A WDO Inspection Report prepared by a Licensed Exterminator should be obtained and carefully reviewed before closing. The Structural Inspection is contingent upon that report. Should the Termite and Moisture Inspection Report show termite or structural damage different from the report, call BEACH HOME INSPECTIONS, LLC for a re-inspection.
- 2. WRITTEN INSPECTION REPORT:** A written report of the Inspection shall be furnished to the "Client" by BEACH HOME INSPECTIONS, LLC within a reasonable time after completion of the inspection. "Client" acknowledges that the Inspection Report is not a written warranty or guarantee of the condition of the property, but is only a SUMMATION OF OBSERVATIONS made by the Inspector. BEACH HOME INSPECTIONS, LLC assumes no liability for typographical/written errors or omissions in this report.
- 3. DISCLAIMER OF WARRANTY:** It is understood and agreed by the parties that BEACH HOME INSPECTIONS, LLC is not an insurer and does not insure against defects in the Property inspected. BEACH HOME INSPECTIONS, LLC makes no guaranty or warranty, expressed or implied, including warranty of merchantability or fitness of use of the property or as to the condition of the property inspected. All defects or deficiencies may not be observable at the time of the inspection due to accessibility and or homeowner storage. The inspection and report is based upon observation of visible conditions that exist at the time of inspection only.
- 4. LIQUIDATED DAMAGES:** It is understood and agreed by the parties that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from the failure of BEACH HOME INSPECTIONS, LLC to perform any of its obligations hereunder. The "Client" does not desire for this Contract provide for full liability of BEACH HOME INSPECTIONS, LLC and agrees that BEACH HOME INSPECTIONS, LLC shall be exempt from liability for loss, damage or injury due directly or indirectly from any defects or other conditions of the property inspected or of the services performed hereunder, but that if BEACH HOME INSPECTIONS, LLC should be found liable for any such loss, damage or injury, BEACH HOME INSPECTIONS, LLC sole liability shall be limited to a sum equal to the amount of the fee paid for the inspection as stated above, and that that sum shall be the agreed upon liquidated damages and not a penalty. In no event shall BEACH HOME INSPECTIONS, LLC be liable for special or consequential damages. Such damages shall be the "Client's" exclusive remedy in the alleged breach of the agreement by BEACH HOME INSPECTIONS, LLC.
- 5. STATUTE OF LIMITATIONS:** No suit or action shall be brought against BEACH HOME INSPECTIONS, LLC by "Client" for a breach of this Agreement at any time beyond three (3) months of the date of the inspection. This agreement is intended to be severable and a finding that any provision hereof is for any reason invalid shall not affect the validity of the remaining portions thereof.
- 6. INDEMNITY:** In the event any person other than the person who is listed as the "Client" above shall make any claim or file any lawsuit against BEACH HOME INSPECTIONS, LLC for failure of its services hereunder in any respect, "Client" agrees to indemnify, defend and hold BEACH HOME INSPECTIONS, LLC harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney's fees. It is specifically understood and agreed that this agreement is between "Client" and BEACH HOME INSPECTIONS, LLC and no other person who has any other interest in the property other than "Client".
- 7. ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the "Client" and BEACH HOME INSPECTIONS, LLC Any amendments or modifications of this Agreement shall be in writing and shall be signed by all of the parties hereto, or their successors in interest. Any additional inspections are to be performed subject to the terms and conditions of this Agreement, except for charges for such additional inspections.
- 8. LITIGATION:** Should a party to this Agreement make any claim or file any lawsuit against BEACH HOME INSPECTIONS, LLC such party shall pay all damages, expenses, costs, and attorney's fees of BEACH HOME INSPECTIONS, LLC if the complaining party does not win. "Client" agrees to pay for any and all legal and collection fees that may be incurred by Beach Home Inspections for payment not be received, or default of payment, for services rendered by "Client" from Beach Home Inspections.
- 9. RIGHT OF RE-INSPECTION:** If a component of the property, appliance, or piece of mechanical equipment inspected and reported by BEACH HOME INSPECTIONS, LLC is discovered as requiring repairs or replacements which differ from that stated in BEACH HOME INSPECTIONS, LLC report, the "Client" will inform BEACH HOME INSPECTIONS, LLC to re-inspect the item before the "Client" repairs or replaces the item. If any item is repaired before BEACH HOME INSPECTIONS, LLC has had a reasonable opportunity to re-inspect, "Client" waives any and all actions against BEACH HOME INSPECTIONS, LLC for failure to adequately inspect such item.
- 10. ARBITRATION CLAUSE:** All disputes and controversies may be kind in nature between the parties hereto arising out of, or in connection with, this Agreement, which is not disposed of by agreement of the parties, shall be decided by arbitration pursuant to the rules of the American Arbitration Association.

This Contract shall be deemed executed in the State of North Carolina, and should be construed according to the laws of the State of North Carolina. This Contract may be not assigned to either party without the written consent of the other party. Executed as of the date written above, and signature below that acknowledges that the "Client" has read the foregoing Agreement and understands its terms and conditions.

\_\_\_\_\_ (Client) \_\_\_\_\_ (Date)