

**REAL ESTATE
INSPECTION CONTRACT**

**GALLOWAY INSPECTION SERVICES, INC.
236 FARRELL ST., EDEN, NC 27288
336-432-2142**

The address of the property is: _____

Fee for the inspection is: \$ _____. THIS AGREEMENT made this ____ day of _____, 2016, by and between GALLOWAY INSPECTION SERVICES, INC. (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. Inspector agrees to perform a visual inspection of the home/building and to provide a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplemental to the seller's disclosure.
2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice of the North Carolina Home Inspector Licensing Board and a copy of these guidelines is available from said board. Client understands that these standards contain certain limitations, exceptions, and exclusions. Absolutely no warranties or guidelines are given or implied for any latent or concealed defects. Additionally, any repairs after the inspection may reveal defects that are not accessible at the time of the inspection. Galloway Inspection services, Inc. is not liable for any defects or deficiencies that cannot be reasonably discovered during limited visual inspection. As part of your home inspection the inspector will inspect and report the following areas unless that area has been marked for exclusion from our services:
 - A. STRUCTURAL COMPONENTS - including foundation, floors, walls, columns, ceilings, and roofs
Excluding: _____
 - B. EXTERIOR OF STRUCTURE – including wall cladding, entryway doors, decks, steps, eaves, driveways and a representative number of windows.
Excluding: _____
 - C. ROOFING - including roof coverings, roof drainage systems, flashing, skylights and chimneys.
Excluding: _____
 - D. PLUMBING - including interior water supply and distribution system, interior drains waste and vent system, hot water system, fuel storage and distribution system, and sump pump.
Excluding: _____
 - E. ELECTRICAL - including service entrance conductors, 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.
Excluding: _____
 - F. SYSTEM HEATING - including permanently installed heating system and its controls, chimneys, heat distribution system, including fans, pumps, and ducts, and automatic safety controls.
Excluding: _____
 - G. CENTRAL AIR CONDITIONING - including normal operating control of the central air conditioning system and the distribution system.
Excluding: _____
 - H. INTERIOR - including walls, ceilings, floors, steps, **a representative number of cabinets and a representative number of doors and windows.**
Excluding: _____
 - I. INSULATION AND VENTILATION - including insulation vapor barriers, ventilation of attic and foundation, kitchen, bathroom and laundry venting systems, and the operation of any readily accessible attic ventilation fan when temperature permits.
Excluding: _____
 - J. BUILT-IN KITCHEN APPLIANCES - including the observation and operation of dishwasher, range, trash compactor, garbage disposal, ventilation equipment, permanently installed oven and microwave oven.
Excluding: _____

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3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guaranty or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or it's components. Any and all warranties, express or implied including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.
4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledge that the liability of INSPECTOR, its agents, employees, for claims or damages, cost of defense or suit, attorneys fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the lose of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing or noted here.
6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.
7. The parties agree that any litigation arising out of this agreement shall be filed only in the Court having jurisdiction in which the INSPECTOR has its principle place of business. In the event the CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of the INSPECTOR in defending said claims.
8. If any court declares any provision of this agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modifications in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

ARBITRATION: Should the CLIENT believe that GALLOWAY INSPECTION SERVICES, INC. is liable for any issues out of this inspection, then the CLIENT shall communicate said issues in writing to GALLOWAY INSPECTION SERVICES, INC. within ten (10) days of the date of the inspection. If the issues can not be resolved between the parties, both parties agree to submit the dispute to binding arbitration in accordance with the American Arbitration Association. Arbitration is to be conducted by an arbitrator who is a full time building inspector of six (6) years experience as a building inspector. The inspection will be judged in accordance with the North Carolina Standards of Practice and Code of Ethics.

Payment of the fee to the INSPECTOR is DUE AT THE INSPECTION unless other arrangements have been made prior to the inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing the Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

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

CECIL GALLOWAY
INSPECTOR

CLIENT and/or LEGAL REPRESENTATIVE