

Ken Capulli Home Inspections LLC

6309 Hilbert Ridge Drive

Holly Springs NC 27540

CapulliHomeInspections@gmail.com

919.649.6863

HOME INSPECTION AGREEMENT

CLIENT(S) _____

INSPECTION PROPERTY ADDRESS _____

DATE OF INSPECTION _____

HOME INSPECTION FEE: _____ RADON TESTING \$145 TOTAL FEE: \$ _____

The purpose of this report is to give an unbiased third party view of the property. The inspector does not warranty this home or guarantee that this inspection is without flaw. The home inspector will inspect this home to the best of his/her ability according to the North Carolina Home Inspection Standard of Practice. The Home Inspector shall not assume any liability and does not guarantee the home or the inspection to be without flaw. The inspector shall never be held liable for more than the inspection fee that was charged even in the event of violation or breach of this contract. The home inspector does not guarantee that all defects will be located, reported, identified, or recognized. It is impossible to locate, identify and report all deficiencies in a home in the time allowed for a home inspection. No engineering or environmental services will be provided.

I, Ken Capulli, NC Home Inspector #2395 provide the following information as required by the State of North Carolina. I will personally inspect this property. This inspection will be performed to the best of my ability; however, this does not imply a warranty or a guarantee that this inspection is without flaw.

Inspections do not include engineering services, verification of North Carolina Building Codes, plan review, evaluations of environmental conditions, suitability for usage, HVAC sizing, energy efficiency or load-bearing alignments. The inspector cannot guarantee that all defects will be located, reported, identified, or recognized. The inspector cannot be held responsible for reporting errors that are not discovered or brought to the inspector's attention. The inspector reserves the right to correct type written errors, omissions, or reporting errors within 5 days of the report delivery.

The majority of the structure and systems of a home are hidden from view. An absolute complete inspection would only be possible through destructive investigation; if this type of inspection is desired or needed an engineering company specializing in construction defects should be consulted. In new construction, many defects will not present themselves until live loads have been added to the home. The first home inspection should be considered as preliminary for new construction. A second inspection in six months to a year after the home is lived in is needed. The owner / builder has the responsibility of disclosure related to past occurrences that present defects, major repairs that have taken place, history of harmful water penetration, and construction errors.

Health and other issues related to Mold and mildew are beyond of the scope of a home inspection. If the buyer has concerns related to the presence of mold and mildew, an industrial hygienist should be consulted before purchasing the home. The home inspection will be performed in accordance with the standard practice of the North Carolina Home Inspector Licensure Board. Please visit the North Home Inspection Licensure Board web site to obtain a copy of this standard. Failure to inspect according to the NC SOP does not breach this contract and the inspector shall never be held liable for more than the inspection fee that was charged. Home Inspectors according to these standards, shall provide the client with a better understanding of the property's condition as observed at the time of the home inspection.

The following inspection is visual and not technically exhaustive. Inspections for New or Vacant homes should be considered PRELIMINARY and a second inspection is needed at 9 to 11 months.

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The following is a brief list of a few items that are beyond the scope of this inspection, for a complete listing refer to the NC Standards of Practice: load bearing alignments, detached building, wood stoves, water softening systems, wells, septic systems, floor coverings, conditions of materials covered during remodeling or upgrades, cosmetic defects, paint conditions, pet odors, mold, mildew, rodents, bats, insects, sanitary conditions, abandoned wells, abandoned fuel storage, window air conditioning units, central vacuum systems, spas, saunas, playground equipment, sprinkler systems, underground utilities, antennae, tool sheds, phone lines, cable lines, irrigation systems, portable heating /cooling equipment, chimney flue liners, washing machine drains, intercom systems, alarm systems and driveway surfaces.

A home inspector cannot identify problems or conditions that are out of view or have been purposefully covered up. It is the owner's responsibility to disclose any items that should not be operated. The inspection does not include lifting carpets, looking behind vinyl or other siding materials, removing ceiling panels, removing insulation, removing vapor barriers, moving furniture or personal items. Inspectors are not required to report on the following: Life expectancy of any component or system; the causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; the advisability or inadvisability of purchase of the property; any component or system that was not observed. If the client has reason to believe that there is an omission, typographical error, error or deficiency in the inspection or in the report, he or she must notify the Company in writing within three days of the discovery, and make the property available for re-inspection by the original home inspector or an expert of the inspector's choice. Repairs or property modification must not be made before re-inspection. Any disputes shall be based on the North Carolina Standard of Practice. Any inspection error or reporting error that results in failure to inspect according to the North Carolina Standard of Practice does not breach this contract and the inspector shall never be held liable for more than the inspection fee that was charged. The home inspector may choose to return the inspection fee as a final settlement in the event of a dispute. The home inspector may choose to have the dispute settled by the arbitration using the arbitration association of his /her choice. Acceptance of the home inspection report is a binding agreement between the home inspector and the client that the home inspector cannot be held liable for errors or omissions.

The home inspector will inspect this home to the best of his/her ability according to the North Carolina Home Inspection Standard of Practice. The Home Inspector shall not assume any liability and does not guarantee the home or the inspection to be without flaw. The inspector shall never be held liable for more than the inspection fee that was charged even in the event of violation or breach of the contract. The home inspector does not guarantee that all defects will be located, reported, identified, or recognized. It is impossible to locate, identify and report all deficiencies in a home in the time allowed for a home inspection.

No engineering or environmental services will be provided.

After the inspection, the client will receive within three business days at least one copy of the home inspection report. This summary section of the report is not intended to be a list of requirements or a list of repairs necessary to make the home acceptable. The purpose of this inspection was to inform the buyer of the present condition of the systems of the home. Requested repairs are the buyer's decision unless indicated in the report that immediate action should be taken.

It is the buyer's responsibility to read the complete inspection report and follow up with repairs. The acceptance of the inspection report binds this contract between the inspector and the buyer under the guidelines of this contract

The Client is solely responsible for payment of the inspection fee even if the property is not purchased or the fee is billed to a closing attorney. Client agrees to pay any fees incurred by Ken Capulli Home Inspections LLC for the collection of this debt.

Client _____

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- I, Ken Capulli NC Home Inspector #2395 provide the following information as required by the State of North Carolina. I will personally inspect this property. This inspection will be performed to the best of my ability; however, this does not imply a warranty or a guarantee that this inspection is without flaw.

Inspector Signature



Ken Capulli NCHI #2395

I, as the potential buyer, have read all pages (3 of 3) of this contract and agree all terms.
We give our consent to provide a copy of the inspection report to our Agent

Signature _____ Date _____

Signature _____ Date _____

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For Your Protection: Get a Radon Gas Test

Name of Buyer (s):

Property Address:

Radon Gas Testing

The United States Environmental Protection Agency (EPA) and the Surgeon General of the United States have recommended that all houses should be tested for radon. Radon is an invisible radioactive gas that seeps into homes undetected through foundation cracks, and can reach harmful levels if trapped indoors. It travels from underground sources of uranium in the earth's crust. EPA estimates that one in 15 homes will have a radon level of four PicoCuries per liter (pCi/L) of air or more, a level the agency considers high.

Health Risks

Radon is the number one cause of lung cancer among non-smokers, according to EPA estimates. Overall, radon is the second leading cause of lung cancer (number one is smoking). Radon is responsible for about 21,000 lung cancer deaths every year. About 2,900 of these deaths occur among people who have never smoked. Breathing home indoor radon causes nearly one hundred times more deaths each year than carbon monoxide poisoning. On January 13, 2005 Dr. Richard H. Carmona, the U.S. Surgeon General, issued a national health advisory on radon.

Be an Informed Buyer

It is your responsibility to be an informed buyer. You have the right to carefully examine your potential new home with a Licensed Inspector to include a Radon Gas Test. The fee for the Radon Gas Test is \$145.00. This would be in addition to any other general home inspection fees already stated.

Radon Gas Test Waiver

I/we understand the importance of having a Radon Gas Test conducted. Nevertheless, I/we have directed the Inspector NOT to conduct a Radon Gas Test, and is doing so I/we agree to hold the Inspector, it agents, and employees harmless and free from all liability and legal action relating to any presence of Radon at the subject property. This waiver and release shall be binding on all my/our heirs, agents, assignees successors, and on any other person(s) who might otherwise be entitled to file suit or make a claim on my/our behalf.

DO YOU WANT US TO TEST HOME FOR RADON? YES _____ Initial

X _____ X _____
Signature & Date Signature & Date

All information provided on this document is directly from the United States Environmental Protection Agency For more information about radon, visit: epa.gov/radon or call 1-800-SOS-RADON (767-7236)

