

# TriMark Services, Inc.

## AGREEMENT FOR HOME INSPECTION SERVICES

(Please read carefully)

THIS AGREEMENT made this July 6, 2005 by and between TRIMARK SERVICES, INC. ;  
3205 Fieldview Ct., Raleigh, NC 27607 (hereafter called "TriMark") and «Client Name» (hereafter  
called the "CLIENT".)

THE PARTIES AGREE AS FOLLOWS:

Address of Inspected House: «Client Address»

Date of Inspection: 7/6/2005 TriMark File #: 9999 Fee for Inspection: \$250.00

1. TRIMARK SERVICES, INC. agrees to perform a visual inspection of the subject house and to provide CLIENT with a written inspection report identifying the major deficiencies. This inspection will be of readily accessible areas of the house and is limited to visual observations of apparent condition existing at the time of the inspection only. The inspection only includes items and systems expressly and specially identified as follows:

* Drainage	* Interior	* Heating	* Roof
* Foundation	* Materials of Construction	* Crawlspace/Basement	* Insulation
* Electrical	* Attic	* Fireplace(s)	* Appliances
* Plumbing	* Central Air Conditioning	* Exterior	

2. The inspection is not a warranty or guarantee in any manner. The inspection and report will be performed in a manner consistent with the standards of the NC Home Inspector Licensure Board Standards. The inspection is completed at the site and all information will be conveyed to you or your representative at that time. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of CLIENT. TRIMARK SERVICES, INC. accepts no responsibility for use or misinterpretation by third parties. The inspection report includes a checklist and a book. This contract and inspection are subject to the limitations noted in the report and the exclusions noted in the above standards.

3. Items and systems NOT included in the inspection are as follows:

* underground utilities	* playground equipment	* pools	* sidewalks
* wells/springs	* tennis courts	* elevators	* driveways
* solar systems	* security systems	* septic tanks	* drainfields
* personal property	* cosmetic items	* detached buildings	* cesspools
* sprinkler systems	* central vacuum	* water softeners	

\* recreational appliances  
\* thermostats or timers are not checked for accuracy or calibration  
\* air conditioners cannot be safely checked when the outside temperature has been below 60 degrees within 24 hours.

Some items are checked by a sample as expressly and specifically identified in the inspection report. Pressure gauges are not used to test air conditioners. Garbage disposers are checked for operation only. Only the dishwasher's ability to fill and drain properly is checked.

The inspector is not required to move personal property, debris, furniture, equipment, and carpeting or like materials, which may impede access or limit visibility. Major deficiencies and defects which are latent or concealed are excluded from the inspection. The inspection is not intended to be technically exhaustive. Equipment and systems will not be dismantled.

4. The inspection/report is NOT a compliance inspection for past or present governmental codes or regulations of any kind. TriMark may indicate an item's or system's estimated life expectancy but such estimates are general and actual life/performance may vary widely.

5. THE INSPECTION AND REPORT DO NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS THE POSSIBLE PRESENCE OF OR DANGER FROM ASBESTOS, RADON GAS, LEAD

*TriMark Services, Inc.*

*3205 Fieldview Court / Raleigh, North Carolina 27607 / (919) 839-0102*

**TriMark Services, Inc.**  
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PAINT, UREA FORMALDEHYDE, TOXIC OR FLAMMABLE CHEMICALS, WATER OR AIRBORNE RELATED ILLNESS OR DISEASE, AND ALL OTHER SIMILAR OR POTENTIALLY HARMFUL SUBSTANCES. THE CLIENT IS URGED TO CONTACT A REPUTABLE SPECIALIST IF INFORMATION, IDENTIFICATION OR TESTING FOR THE ABOVE IS DESIRED. In addition, the presence or absence of rodents, termites, or other insects/vermin is NOT covered by this inspection.

6. THIS INSPECTION REPORT IS 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. THE INSPECTION AND REPORT ARE NOT INTENDED TO REFLECT THE VALUE OF PREMISES, NOR TO MAKE ANY REPRESENTATION AS TO THE ADVISABILITY OR INADVISABILITY OF PURCHASE OR THE SUITABILITY FOR USE.

7. The inspection/report is not a certification of any kind. TriMark shall not be construed as insuring against any defects or deficiencies not contained in the inspection report and subsequently discovered by the CLIENT. This inspection is not any insurance policy.

8. The parties agree, that the maximum liability for TriMark, its employees or agents, is limited to an amount not to exceed double the fee paid for the inspection service. TriMark will not be held liable for any claims if repairs, replacements are made or money is spent without notifying TriMark so it can reinspect.

The CLIENT is immediately to put in writing to TriMark problems with the service. Communications must be consistent in that the party originally accompanying the inspector will be the party resolving the problem.

Any controversy or claim arising out of or related to this contract, or any breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgement upon award rendered by the arbitrators may be entered in any court having jurisdiction. Disputes settled without favor to the client will mandate a payment of reinspection time, fees, including but not limited to reasonable attorney's fees, and arbitration costs.

9. Payment is due upon completion of the on-site inspection unless other arrangements have been agreed upon by both parties such as paid at closing. There will be \$20.00 charge if any form of payment is subsequently dishonored. Any fee not paid within 30 days of the inspection will have a service charge of 1.5% monthly or 18% per annum added to the inspection fee. Credit is on an approval basis.

10. This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assigns.

AUTHORIZATION TO DISCLOSE ANY OR ALL ITEMS IN THE REPORT: \_\_\_\_\_ Yes \_\_\_\_\_ No  
If PAID AT CLOSING please provide your social security number: \_\_\_\_\_

James W. Anna for TriMark

The above is understood and agreed to  
(print name then sign below)

*James W. Anna*

NC Home Inspector License # 56

\_\_\_\_\_  
CLIENT (or representative)