

DREAM HOME CONSULTANTS, LLC.  
SWIMMING POOL INSPECTION AGREEMENT

This professional services agreement is made between Dream Home Consultants, LLC., (a North Carolina Limited Liability Company), located at 103 W. Green Forest Dr., Cary, NC 27518, hereafter referred to as the inspector, and \_\_\_\_\_, hereafter referred to as the client.

**TYPE AND LOCATION OF INSPECTION** Client requests that the inspector performs a limited visual inspection of the swimming pool and associated spa, if any, on the property located at \_\_\_\_\_. The fee for this inspection is **\$250**. The inspection date is \_\_\_\_\_.

**INSPECTION OBJECTIVE** This inspection is performed using The American Society of Home Inspectors Standards of Professional Practice For Residential Swimming Pool And Spa Inspections (ASHI Standards) which is incorporated into this agreement by reference. The objective of this inspection is to identify major visible deficiencies in the inspected components that may require immediate major repair. A major deficiency occurs when a component is significantly deficient or is not functioning as intended during the inspection. An immediate major repair is one that may cost more than \$1,000.00 when performed by a qualified licensed contractor.

**INSPECTION SCOPE** Refer to the ASHI Standards for a complete statement of the scope of this inspection including components inspected, inspection limitations, and inspection exclusions.

Components included in the pool/spa inspection are the visible, operable, and readily accessible parts of: the interior finish, steps inside the pool/spa, deck and coping around the pool/spa, pool/spa pumps, motors, blowers, skimmers, filters, drains, visible piping, valves, and water heaters, electrical components associated with the pool/spa circulation system, and underwater lights. Inspection of child safety barriers and entrapment provisions is for the presence and condition of these components, not for their adequacy or for regulatory compliance.

Components not within the scope of this inspection include, but are not limited to: cleaning systems, chemical injection and sanitation systems, accessories such as diving boards, slides, ladders, pool and spa covers and their motors, entertainment systems, remote control systems, control systems not located at the main pool/spa equipment area, low voltage systems and associated wiring, and all above-ground pools and equipment. This inspection does not include: disassembling or dismantling components such as filters and components that require tools to gain access to the components, operating valves, testing water chemistry, determining the presence or absence of bacteria and algae, testing for water leaks, determining if the pool/spa and components are safe to use, determining the adequacy of any component and determining the compatibility of system components.

**CLIENT OBLIGATIONS** Client agrees to perform the following tasks as part of the consideration for this agreement and to ensure a complete and successful inspection: (1) read and inform inspector about concerns raised in any seller's property disclosure statement, (2) read the full inspection report and inquire about all matters that require clarification, (3) act upon all recommendations contained in the inspection report during the inspection contingency period, (4) attend the inspection if possible, (5) initiate a telephone consultation with the inspector if client does not attend the inspection, (6) conduct a final walkthrough of the property prior to closing and inspect all work performed on the property subsequent to the inspection.

**INCOMPLETE INSPECTIONS** Client has secured from the owner of the subject property permission for inspector to enter the property and to conduct any and all inspections requested by client. Client will indemnify and hold inspector harmless from any action instituted against inspector by the owner of the subject property due to client's failure to secure inspector's right of entry. Client agrees to pay inspector an amount equal to one half of the inspection fee if the owner denies inspector entry to the property while inspector is on site or if the property cannot be fully inspected for any other reason such as lack of electricity, water, or gas.

**DISCLOSURE** Client expressly authorizes inspector to provide copies of the inspection report and to discuss inspector's findings and recommendations with parties who may, in the inspector's opinion, have a need for the information contained in the report including, but not limited to, the owner, owner's contractors, real estate agents, and government inspectors. Client may remove this authorization by providing written notice to inspector or by striking through and initialing this paragraph.

**THIRD PARTIES** Client agrees that inspector's written reports and verbal discussions are for client's benefit and use. In all other cases and for all other uses, inspector's reports, discussions, findings and recommendations remain the copyrighted property of inspector. Client warrants that there are no third party beneficiaries of this agreement. Client agrees to indemnify and hold inspector harmless for any damages or expenses, including legal fees and expenses, involved in defending against any claim made by a third party resulting from the work performed under this agreement.

**LEGAL FEES AND EXPENSES** If either party makes a claim against the other resulting from work performed under this agreement and fails to prove all aspects of the claim, the losing party will reimburse the prevailing party for all expenses involved in litigating or arbitrating the claim including, but not limited to, attorney fees and expenses, court and arbitration expenses, travel, and incidental related expenses.

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**RIGHT OF OBSERVATION PRIOR TO REPAIR** Client will immediately notify inspector of all components and conditions upon which client may base claims, actions, and complaints against inspector. Client will provide inspector the opportunity to observe all such components and conditions prior to making repairs or replacements (except emergency repairs necessary to protect life and property). Failure by client to provide inspector with the opportunity to observe all such components and conditions prior to repair or replacement will forever bar client from instituting claims, actions and complaints of any kind involving this inspection.

**LIMIT OF TIME TO FILE CLAIMS** Client will commence all claims, actions, and complaints of any kind (including arbitration) involving this inspection within 360 days from the date of this inspection, not from the date that client discovered the basis of the claim. Failure by client to commence all claims, actions, and complaints within 360 days of the date of this inspection will forever bar client from instituting any and all claims, actions, and complaints of any kind involving this inspection.

**PAYMENT FOR SERVICES** Payment is due when services are rendered. Client agrees to pay all costs involved in collecting unpaid fees including, but not limited to, attorney fees and expenses, court and arbitration expenses, collection agency costs, travel, and incidental related expenses.

**REPORTING MINOR DEFICIENCIES** Inspector may identify and report minor deficiencies in inspected components and deficiencies in excluded components discovered during the inspection. Identifying and reporting such deficiencies is done as a courtesy to client and does not alter or expand the scope and limitations of this inspection.

**MISCELLANEOUS PROVISIONS** This is the entire agreement between the parties. All changes to this agreement must be in writing and signed by both parties. Venue for legal and alternative dispute resolution proceedings shall be in the Wake County, North Carolina. This agreement shall be interpreted using the laws of the State of North Carolina. If any part of this agreement is determined to be unenforceable, the remainder of this agreement shall be enforced as though the unenforceable portion did not exist. Inspector disclaims all liability for incidental and consequential damages that may result from this inspection even if inspector is informed about the potential for such damages. **Inspector's services do not create or provide a warranty, guarantee, or insurance policy of any kind regarding the property or its improvements.**

**LIMITATION OF REMEDIES** Swimming pool and spa inspections have the potential to subject the inspector to the risk of significant costs and uncertainties. It is not practical to perform an inspection at the agreed-upon fee without limiting the inspector's risk. The inspection fee is based on limiting the inspector's risk. Client may remove this limitation of remedies by paying a fee equal to four times the inspection fee.

The exclusive remedy of all parties for services performed under this agreement is the fee paid by client multiplied by four or an amount agreed to in writing by client and inspector. This limitation includes all legal theories including the torts of negligence and negligent misrepresentation and includes incidental and consequential damages.

**CLIENT INITIALS \_\_\_\_\_**

I/we have read this agreement, including the **limitation of remedies** provision, understand this agreement, and agree to be bound by the terms and conditions stated therein. I/we understand that one signature on this agreement, including signature of a real estate agent, binds all parties with an interest in the property.

\_\_\_\_\_  
Client

\_\_\_\_\_  
date

\_\_\_\_\_  
Bruce A. Barker, Member