



# ROCK SOLID

INSPECTIONS, LLC



1230 Sample Report Drive, Greensboro, GA 30642  
Inspection prepared for: Sample Report  
Real Estate Agent: Your Agent -

Date of Inspection: 5/13/2016 Time: 9:00 AM  
Age of Home: 15 Size: 4051

Inspector: Rocky Smith  
InterNACHI #14062712

## Home Inspection Report

RockSolidGa.com



## Report Summary

On this page you will find, in **RED**, a brief summary of any **CRITICAL** concerns of the inspection, as they relate to Safety and Function. Examples would be bare electrical wires, or active drain leaks. The complete list of items noted is found throughout the body of the report, including Normal Maintenance items. Be sure to read your entire report!

For your safety and liability, we recommend that you hire only licensed/certified contractors when having any work done. If the living area has been remodeled or part of an addition, we recommend that you verify the permit and certificate of occupancy. This is important because our inspection does not tacitly approve, endorse, or guarantee the integrity of any work that was done without a permit, and latent defects could exist.

Exterior		
Page 5 Item: 1	EXTERIOR WALL COVERING	<p>1.1. Monitor: Wood/soil contact at the base of the siding should be eliminated. These areas are at risk of additional hidden damage, recommend 6 to 8 inches of clearance from the siding to finish grade.</p> <p>1.2. Repair: The siding is lacking proper sealant joints at intersections of dissimilar materials. This condition should be repaired to help prevent moisture intrusion. (Brick meets wood, stucco meets wood or brick, window or trim intersections, etc.)</p> <p>1.3. Repair: The siding is lacking maintenance. Recommend caulk and painting.</p>
Page 5 Item: 3	EXTERIOR DOORS	<p>3.1. Repair: Exterior door shows signs of wood rot around the basement doors, repair or replace as needed.</p> <p>3.2. Repair: Condensation and stains visible on the glass of a double-pane glass on the sliding door in the master bathroom indicated a loss of thermal integrity.</p>
Page 6 Item: 4	WINDOWS	4.1. Repair: Several windows throughout the home has failed seals.
Page 7 Item: 5	DRIVEWAY	5.1. Improve: Minor cracks in driveway should be sealed to help prevent further deterioration.
Page 7 Item: 10	VEGETATION	10.2. Repair: Tree branches should be trimmed away from the house to avoid damage to the building.
Cooling System		
Page 11 Item: 1	COOLING SYSTEM	1.2. Repair: Damaged insulation on refrigerant lines should be repaired.
Attic		
Page 12 Item: 3	VENTILATION	3.1. Repair: Roof vents should be screened to prevent insect and vermin entry.
Plumbing		
Page 14 Item: 3	PLUMBING FIXTURES	<p>3.1. Repair: The toilet is loose on the main level secure as needed.</p> <p>3.2. Monitor: The basement shower was observed to drain slowly, suggesting that an obstruction may exist.</p>
Page 15 Item: 5	OTHER COMPONENTS	5.2. Repair: Damaged sprinkler head on the right side of the home.

# Scope of Inspection

Rock Solid Inspections, LLC endeavors to perform all inspections in substantial compliance with the International Association of Certified Home Inspectors (InterNACHI) Standards of Practice. As such, we inspect the readily accessible, visually observable, installed systems and components of a home as designated in the InterNACHI Standards—except as may be noted in the “Limitations of Inspection” sections within this report. This Property Inspection Report contains observations of those systems and components that, in the professional judgment of the inspector, are not functioning properly, significantly deficient, unsafe, or are near the end of their service lives. If the cause for the deficiency is not readily apparent, the suspected cause or reason why the system or component is at or near end of expected service life is reported, and recommendations for correction or monitoring are made as appropriate. When systems or components designated in the InterNACHI Standards are present but are not inspected, the reason(s) the item was not inspected is reported as well.

A complete copy of the InterNACHI Standards of Practice is available at: <https://www.nachi.org/sop.htm>

Inspectors are NOT required to determine: the condition of any system or component that is not readily accessible; the remaining service life of any system or component; the strength, adequacy, effectiveness or efficiency of any system or component; causes of any condition or deficiency; methods materials or cost of corrections; future conditions including but not limited to failure of systems and components; the suitability of the property for any specialized use; compliance with regulatory codes, regulations, laws or ordinances; the market value of the property or its marketability; the advisability of the purchase of the property; the presence of potentially hazardous plants or animals including but not limited to wood destroying organisms or diseases harmful to humans; the presence of any environmental hazards including, but not limited to toxins, carcinogens, noise, and contaminants in soil, water or air; the effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances; the operating costs of any systems or components; and the acoustical properties of any systems or components.

Inspectors are NOT required to inspect underground items including, but not limited to underground storage tanks or other underground indications of their presence, whether abandoned or active; systems or components that are not installed; sprinkler systems; decorative items; systems or components that are in areas not entered in accordance with the InterNACHI Standards of Practice; detached structures other than carports or garages; common elements or common areas in multi-unit housing, such as condominium properties or cooperative housing.

Inspectors are NOT required to perform any procedure or operation which will, in the opinion of the inspector, likely be dangerous to the inspector or others or damage the property, its systems or components; move suspended ceiling tiles, personal property, furniture, equipment, plants, soil, snow, ice or debris or dismantle any system or component, except as explicitly required by the InterNACHI Standards of Practice.

Inspectors are NOT required to enter crawl spaces or attics that are not readily accessible nor any area which will, in the opinion of the inspector, likely be dangerous to the inspector or others persons or damage the property or its systems or components.

Inspectors are NOT required to operate any system or component that is shut down or otherwise inoperable; any system or component which does not respond to normal operating controls or any shut off valves.

Inspectors are NOT required to offer or perform any act or service contrary to law; offer or perform engineering services or work in any trade or professional service other than home inspection.

**NOTE TO THIRD PARTIES:** This Report is the exclusive property of Rock Solid Inspections, LLC and the Client(s) listed on this report and is not transferable to any third parties or subsequent buyers. Our inspection and this Report have been performed with a written CONTRACT AGREEMENT that limits its scope and usefulness. Unauthorized recipients are therefore advised not to rely upon this Report, but rather to retain the services of an appropriately qualified home inspector of their choice to provide them with their own inspection and report.

# Inspection and Site Details

We appreciate the opportunity to conduct this inspection for you! Please carefully read your entire Inspection Report. Call us after you have reviewed your entire report if you have any questions.

Properties being inspected do not "Pass" or "Fail." The home inspection is intended to assist in evaluation of the overall condition of the dwelling. The report is not intended to be a "check list" of items that need repair or general maintenance, it is designed to identify material defects or deficiencies that would have an adverse impact on the value of the property, or that involve an unreasonable risk to people on the property. This home inspection report will not reveal every condition that exists or ever could exist, but only those material defects that were observed on the day of the inspection.

Note that this report is a snapshot in time. We recommend that you or your representative carry out a final walk-through inspection immediately before closing to check the condition of the property, using this report as a guide.

## 1. RESIDENCE TYPE

Single Family  
Foundation: Finished basement

## 2. GARAGE

Attached 2-car garage

## 3. ATTENDING INSPECTION

Buyer's agent, Buyer, Pest control technician (termite inspection)

## 4. WEATHER CONDITIONS

Sunny  
Soil Conditions: Dry

## 5. DIRECTION OF FRONT ENTRANCE

North

## 6. OCCUPANCY

Vacant - Furnished. All or most utilities were ON at the time of inspection.

# Roofing

In accordance with the InterNACHI Standards of Practice (<https://www.nachi.org/sop.htm#roof>), the inspector shall inspect from ground level or the eaves: the roof-covering materials; the gutters; the downspouts; the vents, flashing, skylights, chimney, and other roof penetrations; and the general structure of the roof from the readily accessible panels, doors or stairs.

This inspection is based on what is visible and accessible on the day of the inspection and is not a warranty of the roof system. Possible leaks may occur under unusual weather conditions which may not be present at the time of the inspection. Every effort is made to uncover active moisture penetration. Rock Solid Inspections may provide an estimated age of the roof covering. The age provided is a general evaluation; a more precise estimated age should be evaluated by a professional roofing contractor, if desired.

## 1. METHOD OF INSPECTION

Viewed from ladder at eaves

## 2. ROOF COVERING

Material: Asphalt Shingle

2.1. Roofing is in good condition.

## 3. FLASHING

Material: Metal

## 4. ROOF DRAINAGE SYSTEM

Material: Aluminum, Downspouts discharge above & below grade

## 5. PLUMBING VENTS

Material: PVC

## 6. LIMITATION OF ROOF

Steep Pitch

# Exterior

In accordance with the InterNACHI Standards of Practice (<https://www.nachi.org/sop.htm#exterior>), the inspector shall inspect: the exterior wall-covering materials, flashing and trim; all exterior doors; adjacent walkways and driveways; stairs, steps, stoops, stairways and ramps; porches, patios, decks, balconies and carports; railings, guards and handrails; the eaves, soffits and fascia; a representative number of windows; and vegetation, surface drainage, retaining walls and grading of the property, where they may adversely affect the structure due to moisture intrusion. Inspectors are not required to inspect: recreational facilities or playground equipment; seawalls, breakwalls or docks; swimming pools or spas; wastewater treatment systems, septic systems or cesspools; irrigation or sprinkler systems; determine the integrity of multiple-pane window glazing or thermal window seals.

## 1. EXTERIOR WALL COVERING

Material: Hardy Board, Stone, Trim: Wood

1.1. Monitor: Wood/soil contact at the base of the siding should be eliminated. These areas are at risk of additional hidden damage, recommend 6 to 8 inches of clearance from the siding to finish grade.

1.2. Repair: The siding is lacking proper sealant joints at intersections of dissimilar materials. This condition should be repaired to help prevent moisture intrusion. (Brick meets wood, stucco meets wood or brick, window or trim intersections, etc.)

1.3. Repair: The siding is lacking maintenance. Recommend caulk and painting.



## 2. EAVES / SOFFITS / FACIAS

Material: Wood

## 3. EXTERIOR DOORS

Material: Wood, Metal

3.1. Repair: Exterior door shows signs of wood rot around the basement doors, repair or replace as needed.

3.2. Repair: Condensation and stains visible on the glass of a double-pane glass on the sliding door in the master bathroom indicated a loss of thermal integrity.



## 4. WINDOWS

Type: Double/Single Hung

4.1. Repair: Several windows throughout the home has failed seals.



## 5. DRIVEWAY

Material: Concrete

5.1. Improve: Minor cracks in driveway should be sealed to help prevent further deterioration.



## 6. WALKWAYS

Material: Concrete

## 7. PORCH / DECK / PATIOS

Material: Stone, Wood

7.1. Porch in good condition

## 8. STEPS

Material: Stone, Wood

## 9. GRADING AND LOT DRAINAGE

Graded Away From House

9.1. Good lot drainage.

## 10. VEGETATION

10.1. Note: Landscape components restricted a view of some exterior areas of the house.

10.2. Repair: Tree branches should be trimmed away from the house to avoid damage to the building.



# Foundation and Structure

In accordance with the InterNACHI Standards of Practice (<https://www.nachi.org/sop.htm#basement>), the inspector shall inspect: the foundation; the basement; the crawlspace; and structural components. Only readily available visible portions of the foundation and structure are observed. Defects may be present at hidden foundation areas that allow water penetration or may have been caused by structural movement. Some foundation cracking is typical of settlement or shrinkage and does not usually indicate a structural deficiency. Any visible cracking beyond "typical" will usually be disclosed.

Inspectors are NOT required to offer an opinion as to the structural adequacy of any structural systems or components or provide architectural services or an engineering or structural analysis of any kind. Despite all efforts, it is impossible for a home inspection to provide any guaranty that the foundation, the overall structure and structural elements of the building are sound. Rock Solid Inspections suggests that if the client is at all uncomfortable with this condition or our assessment, a structural engineer be consulted to independently evaluate any specific concern or condition, prior to making a final purchase decision.

## 1. FOUNDATION

**Type + Material:** Finished Basement. Configuration Poured Concrete

1.1. No defect observed

## 2. FLOOR STRUCTURE

**Material:** Wood Joist

2.1. Monitor: The basement floor slab has typical cracks usually the result of shrinkage and/or settling of the slab. Cracks more than 1/8" high could present a trip hazard.

## 3. WALL STRUCTURE

**Material:** Wood Frame

## 4. INSULATION / VENTILATION

**Material:** Fiberglass Batts

# Electrical System

In accordance with the InterNACHI Standards of Practice (<https://www.nachi.org/sop.htm#electrical>), the inspector shall inspect: the service drop; the overhead service conductors and attachment point; the service head, gooseneck and drip loops; the service mast, service conduit and raceway; the electric meter and base; service-entrance conductors; the main service disconnect; panelboards and over-current protection devices (circuit breakers and fuses); service grounding and bonding; a representative number of switches, lighting fixtures and receptacles, including receptacles observed and deemed to be arc-fault circuit interrupter (AFCI)-protected using the AFCI test button, where possible; all ground-fault circuit interrupter receptacles and circuit breakers observed and deemed to be GFCIs using a GFCI tester, where possible; and smoke and carbon-monoxide detectors.

Continual updates in the NEC (National Electrical Code) are made every few years. Rock Solid Inspections inspects homes based on the code when the home was built unless the home was updated.

All issues or concerns listed in this electrical section should be construed as current and a potential personal safety or fire hazard. Repairs should be a priority, and should be made by a qualified, licensed electrician.

## 1. SERVICE DROP

Underground service lateral, Outside wall of residence

1.1. No deficiencies noted.

## 2. SERVICE ENTRANCE WIRES

Material: Aluminum, 400 Amps

2.1. No deficiencies noted.

## 3. Electrical Service Rating

Material: 200 amps, Voltage: 120/240 volts

## 4. SERVICE GROUNDING

Copper, Water Pipe Connection, Ground Rod Connection

4.1. No discrepancies noted.

## 5. MAIN PANEL

Location: Square D

5.1. The wiring within the panel appeared satisfactory and functional.

5.2. The main panel appears to have some room for future upgrades or additions to the system.

## 6. MAIN DISCONNECT

Location: The Exterior of The House

## 7. OVERCURRENT PROTECTION

Breakers

## 8. DISTRIBUTION WIRING

Material: Copper, Wiring type: non-metallic sheathed cable "Romex"

## 9. OUTLETS / SWITCHES / FIXTURES

Material: Grounded

## 10. GROUND FAULT CIRCUIT INTERRUPTER (GFCI)

Location: Present at:, Bathrooms, Bedrooms, Kitchen, Exterior, Garage

## 11. SMOKE DETECTORS

Location: First floor, 2nd floor

# Heating System

In accordance with the InterNACHI Standards of Practice (<https://www.nachi.org/sop.htm#heating>), the inspector shall inspect: the heating system, using normal operating controls. This report describes the energy source and the distinguishing characteristics of the heating system(s). Inspectors are required to open readily accessible panels and visually inspect the installed heating equipment and associated vent systems. The HVAC system inspection is general and not technically exhaustive. The inspector will test the heating system using the thermostat and/or other normal controls.

Rock Solid Inspections highly recommends that a standard, seasonal or yearly, Service and Maintenance Contract with an HVAC contractor be obtained. This provides a more thorough investigation of the entire home's heating, air conditioning and filtering system as well as maintaining it at peak efficiency –thereby increasing service life.

## 1. HEATING SYSTEM

System type: Heat Pump (Geothermal)

Fuel source: Electric

1.1. Furnace tested ok with good temperature rise.

## 2. DUCTWORK AND EXHAUST

Flexible Insulated

# Cooling System

In accordance with the InterNACHI Standards of Practice (<https://www.nachi.org/sop.htm#cooling>), the inspector shall inspect: the cooling system, using normal operating controls. Inspectors are required to open *readily* accessible panels and *visually* inspect the installed central air conditioning equipment and distribution systems. Window mounted air conditioning units are not inspected. The HVAC system inspection is general and not technically exhaustive. The inspector will test the air conditioner using the thermostat and/or other normal controls. Air conditioning systems are not tested if the outdoor temperature is at or below 65 degrees F.

The capacity may be noted but the scope of a certified inspector according to the InterNACHI Standards of Practice is not to determine if the size of the unit cools the house efficiently. A licensed HVAC specialist would determine the efficiency based on capacity. All cooling equipment should be serviced annually by a qualified HVAC contractor to maintain efficiency and proper functionality.

## 1. COOLING SYSTEM

System type: Ground Source Heat Pump System

Fuel source: Electric

1.1. Good temperature differential

1.2. Repair: Damaged insulation on refrigerant lines should be repaired.



# Attic

In accordance with the InterNACHI Standards of Practice (<https://www.nachi.org/sop.htm#attic>), the inspector shall inspect: any accessible attics; and describes the insulation and vapor retarders used in unfinished spaces when readily accessible and the absence of insulation in unfinished spaces at conditioned surfaces. Inspectors are required to inspect insulation and vapor barriers in unfinished spaces when accessible and passive/mechanical ventilation of attic areas, if present.

## 1. ROOF STRUCTURE

Material: Rafters, Waferboard Sheathing

## 2. INSULATION

Material: Fiberglass Batts, Loose

2.1. Typical insulation levels

## 3. VENTILATION

Vent type: Ridge vent, Soffit vent, Roof vent, Gable vent, Bathroom, Kitchen, Dryer

3.1. Repair: Roof vents should be screened to prevent insect and vermin entry.



# Interior

In accordance with the InterNACHI Standards of Practice (<https://www.nachi.org/sop.htm#doors>), the inspector shall inspect: walls, ceilings and floors; steps, stairways and railings; and representative number of doors and windows. Garage door(s) and automatic garage door operators are inspected for proper function.

**This is not a cosmetic inspection.** Only water stains and displacement cracks are evaluated on walls, ceilings and floors. Normal shrinkage, settlement and seasonal changes in wood framing may cause minor cracking in walls and ceilings.

Furniture and other personal possessions may prevent complete examination of some areas. These are exempt from inspection. All reasonable attempt is made to closely inspect behind the owner's possessions if a problem is found or suspected; however, furniture and personal possessions will not be moved.

## 1. WALLS AND CEILINGS

Material: Drywall

## 2. FLOORS

Material: Carpet, Tile, Wood, Concrete

## 3. Doors observation

Material: Wood

## 4. GARAGE

Garage Door: Automatic Opener Installed

4.1. Overhead garage door opener tested and is working properly.

4.2. Monitor: The garage floor slab has typical cracks usually the result of shrinkage and/or settling of the slab. Cracks more than 1/8" high could present a trip hazard.

4.3. Monitor: The overhead garage door insulation was cracked in one of the panels.



# Plumbing

In accordance with the InterNACHI Standards of Practice (<https://www.nachi.org/sop.htm#plumbing>), the inspector shall inspect: water supply description; drain, waste and vent piping materials and the water heating equipment; energy source and location of the main water and main fuel shut-off valves, when readily viewable or known. Inspectors are required to inspect the interior water supply and distribution systems; all fixtures and faucets; the drain waste and vent systems (including all fixtures for conveying waste); the water heating equipment (vent systems, flues and chimneys of water heaters or boiler equipment); fuel storage and distributions systems for water heaters and/or boiler equipment and drainage sumps; sump pumps and associated piping.

Simple plumbing repairs, such as a typical trap replacement, can be performed by a competent handyman. However, any more complex issues such as incorrect venting or improperly sloped drains should be repaired by a licensed plumber. All gas related issues should only be repaired by a licensed plumbing contractor –since personal safety is involved.

The water quality and filtration system(s) are not checked in the scope of this inspection. Water leaks may not appear during the inspection if the home is vacant due to lack of normal usage, but may appear after repeated usage. In a vacant home, we make every effort to discover any plumbing leaks by running all fixtures for an extended amount of time during the inspection, but Rock Solid Inspections cannot be held responsible for change in pipe usage.

## 1. WATER SUPPLY

Water supply source - Public Water Supply. Main water location - Front Wall of Basement. Interior supply piping - Copper

1.1. Monitor: Discolored hot water visible and a disagreeable odor

## 2. WASTE SYSTEM

Private Sewage System

## 3. PLUMBING FIXTURES

3.1. Repair: The toilet is loose on the main level secure as needed.

3.2. Monitor: The basement shower was observed to drain slowly, suggesting that an obstruction may exist.



## 4. WATER HEATER

Type: Electric

4.1. Water heater was working and no visible evidence of issues at time of inspection

## 5. OTHER COMPONENTS

Additional systems: Sprinkler System, Waste ejector

5.1. The item(s) listed above were present; however, they were not inspected.

5.2. Repair: Damaged sprinkler head on the right side of the home.

## 6. PLUMBING LIMITATIONS

6.1. Sprinkler system not part of inspection



# Appliances

A general inspection is performed on appliances in the home as a courtesy to our customers. Appliances that do not have normal usage may have seals that wear out prematurely. Thermostats, features, functions and cycles are not fully verified. We recommend that the customer verify proper operation of all appliances during the final walk before closing.

## 1. APPLIANCES TESTED

**Appliances tested:** Electric Cooktop • Dishwasher • Waste disposal • Door Bell • Appliances test in good working order

# Fireplace // Wood Stove

In accordance with the InterNACHI Standards of Practice (<https://www.nachi.org/sop.htm#fireplace>), the inspector shall inspect: readily accessible and visible portions of the fireplaces and chimneys; lintels above the fireplace openings; damper doors by opening and closing them, if readily accessible and manually operable; and cleanout doors and frames.

Flue defects may exist that can only be discovered by a second level chimney inspection performed by a qualified chimney sweep. If natural gas pilot flames are not on, for safety purposes Rock Solid Inspections does not light the pilot to any gas appliance.

## 1. FIREPLACE / WOOD STOVE

Type: Framed

# Contract Agreement

THIS AGREEMENT made by and between Rock Solid Inspections, LLC (hereinafter "INSPECTOR") and the undersigned ("CLIENT"), collectively referred to herein as "the parties." CLIENT acknowledges that payment is required before or at time of inspection. The Parties understand and voluntarily agree as follows:

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written 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 supplementary 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 International Association of Certified Home Inspectors ("InterNACHI") posted at <http://www.nachi.org/sop.htm>. Although INSPECTOR agrees to follow InterNACHI's Standards of Practice, CLIENT understands that these standards contain limitations, exceptions, and exclusions. CLIENT understands that InterNACHI is not a party to this Agreement and has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon - a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in a separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.
3. The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. INSPECTOR'S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.
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 acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses 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 the 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 loss of the use of the home/building. 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; and (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.
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 the 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 the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against InterNACHI itself allegedly arising out of this Agreement or INSPECTOR's relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado. No such action may be filed unless the plaintiff has first provided InterNACHI with 30 days' written notice of the nature of the claim. In any action against INSPECTOR and/or InterNACHI, CLIENT waives trial by jury.

8. If any court declares any provision of this Agreement invalid, 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 shall be enforceable against any party unless it 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 assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. Payment of the fee to INSPECTOR is due upon completion of the on-site 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 this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

10. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.

11. This Agreement is not transferable or assignable.

12. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

13. Your INSPECTOR has an affiliation with Residential Warranty Services (RWS), a third party service provider, in order to offer you additional value-added services including a complimentary RecallChek to help determine if the inspected property has any potentially dangerous recalled appliances, as well as a complimentary Home Warranty. By entering into this agreement you (a) authorize your inspector to provide your contact information (including telephone number) to RWS and/or its affiliate, (b) waive and release any restrictions that may prevent RWS and/or its affiliate from contacting you (including by telephone), and (c) authorize RWS and/or its affiliate to contact you regarding home services.