

HOME INSPECTION AGREEMENT

YOUR COMPANY, INC. NAME, ADDRESS AND CONTACT INFORMATION

Report ID #: _____ Fee for the home inspection service: \$ _____.

Property address: _____.

This AGREEMENT is made this ____ day of _____, by and between _____ (hereinafter "YOUR COMPANY, INC.") and the undersigned (hereinafter "CLIENT").

1. Scope of home inspection. CLIENT agrees that the purpose and scope of the inspection is to assist in the evaluation of the overall condition of the dwelling. The inspection and report are based on the observation of the visible and apparent condition of the home on the date of the inspection, and not the determination of future conditions.

2. Report is not transferable. CLIENT understands that the report is written for them exclusively. CLIENT agrees that they will not transfer or disclose any part of the inspection report to any other person. YOUR COMPANY, INC. is not responsible for any interpretation of the report by third parties. CLIENT agrees to indemnify and hold harmless YOUR COMPANY, INC. from any third party claims relating to the report.

3. Limited visual inspection for material defects. YOUR COMPANY, INC. agrees to perform a limited, non-invasive, visual inspection of the home and to provide CLIENT with a written opinion or report, informing CLIENT of apparent defects that, on the day of the inspection, YOUR COMPANY, INC. both observed and deemed to be "material," as defined by the InterNACHI Standards of Practice. The inspection is of clearly visible and readily accessible areas of the home. YOUR COMPANY, INC. may offer comments on systems or components as a courtesy, but these comments will not compromise the bargained-for report. The report is only supplemental to the seller's disclosure.

4. Standards of Practice. YOUR COMPANY, INC. agrees to perform the inspection in accordance with the current Standards of Practice and Code of Ethics of the International Association of Certified Home Inspectors (InterNACHI). CLIENT understands that these standards contain certain and very important limitations, exceptions, and exclusions to the inspection and report. The Standards are available at <http://www.nachi.org/sop.htm>, they are available prior to the inspection, and they are part of the inspection report of YOUR COMPANY, INC.

5. Outside the Scope. The inspection is not technically exhaustive. There are items, systems and conditions that are not within the scope of a home inspection, including but not limited to the following: code or zoning violations, life expectancy of any system or component, mold, asbestos, lead, detached buildings, future conditions, future failures, gas leaks, central vacuum, cosmetic items, fences, fire suppression or sprinkler systems, furnace heat exchangers, lightening arrestors, telephone or cable systems, identifying items recalled by manufacturers, anything underground, anything not inspected.

6. Not a warranty. The results of this inspection are not intended to make any representation regarding the presence or absence of latent or concealed defects that are not reasonably ascertainable in a competently performed home inspection. No warranty or guaranty is expressed or implied concerning the present or future condition of the home, including its systems and components, or the remaining useful life of any system or component of the home.

7. Not part of the bargained-for report. The report's summary, cost estimates, and digital video are not part of the report. CLIENT agrees that the report's summary is incomplete, the cost estimates are not reliable, and the video is only supplemental, and all three (summary, estimates, and video) are provided as a courtesy.

8. Further evaluation. Since the person conducting your home inspection is not a licensed structural engineer or other qualified specialist whose license authorizes the rendering of an opinion as to the structural integrity of a building or its other component parts, you are advised to seek a professional opinion as to any defects or concerns mentioned in the report. CLIENT understands the freedom to hire professionals prior to closing, including but not limited to a roofer, electrician, plumber, engineer, etc.

9. Six-month limit. An action to recover damages arising from the inspection report must be commenced within six months after the date the report is delivered to CLIENT or the AGREEMENT is signed, whichever is earlier. Failure to do so is a full and complete waiver of any rights, actions, or causes of actions that may have arisen. Time is expressly of the essence herein.

10. Notify YOUR COMPANY, INC. In the event of a claim against YOUR COMPANY, INC., CLIENT agrees to supply YOUR COMPANY, INC. with the (1) written notification of adverse conditions within fourteen (14) days of discovery, and (2) access to the premises. YOUR COMPANY, INC. is not responsible for any claims if repairs are made or money is spent without notifying YOUR COMPANY, INC. as stated previously. Failure to comply with the previous conditions shall

WARNING: Consult with your legal counsel before using any portion of this document.

constitute a waiver of any and all claims CLIENT may have against *YOUR COMPANY, INC.* Time is expressly of the essence herein.

11. Coffee meeting. In the event of a problem, complaint or bad result with the inspection service or report, CLIENT agrees to meet with the President of *YOUR COMPANY, INC.* for at least one hour (60 minutes) sipping coffee at a local diner without any other counsel or person present. CLIENT agrees to openly communicate in good faith in an attempt to come to a resolution, prior to filing any legal complaint against *YOUR COMPANY, INC.*”

12. Defending costs. In the event that CLIENT institutes litigation after the one-hour meeting, but fails to obtain a judgment against *YOUR COMPANY, INC.* in a court of law, then CLIENT will pay all legal costs, expenses, and fees of *YOUR COMPANY, INC.* in defending said claims.

13. Arbitration. Any dispute, controversy or claim, any form of negligence, fraud or misrepresentation arising out of, from or related to the inspection, the report, or this AGREEMENT shall be submitted to arbitration under the Rules and Procedures related to Home Inspection Disputes of the Construction Arbitration Services, Inc. The decision of the arbitrator shall be final and binding, and the judgment on the award may be entered in any court of competent jurisdiction.

14. Liability limit. CLIENT agrees that the maximum liability of *YOUR COMPANY, INC.*, its employees, and its agents, is limited to an amount not to exceed **FIVE TIMES the fee paid** for the inspection service. The CLIENT hereby assumes all risks in connection with the home inspection to be performed under this AGREEMENT, and further, hereby releases *YOUR COMPANY, INC.* from any damage which may befall the CLIENT as a result of any inspection to be performed by *YOUR COMPANY, INC.*, whether seen or unseen, where liquidated or not liquidated; and, further, CLIENT hereby agrees to save and hold harmless *YOUR COMPANY, INC.*, including all shareholders, officers, directors, and employees of *YOUR COMPANY, INC.*, from any claim made or loss sustained by the CLIENT or any of the CLIENT’s family heirs, or assigns arising out of any inspection to be performed under this AGREEMENT by *YOUR COMPANY, INC.*

15. Changes to this Agreement. If any court declares any provision of this AGREEMENT invalid or unenforceable by any court, the remaining provisions will remain in effect. This AGREEMENT represents the entire AGREEMENT between the parties. No modification shall be enforceable unless such modification is in writing and signed by the parties. This AGREEMENT shall be binding upon by the parties and their representatives, family, relations, heirs or assigns.

16. Signing this Agreement. CLIENT understands and agrees that if they are not present at the time of the inspection and therefore did not sign this AGREEMENT that this AGREEMENT will form part of the inspection report, and the acceptance or use of the report will constitute acceptance of the terms and conditions of this AGREEMENT.

17. Payment. Payment is due upon completion of the on-site inspection. CLIENT agrees to pay all reasonable legal and time expenses incurred in collecting due payments.

CLIENT has read the AGREEMENT and agrees to all the terms and conditions of the AGREEMENT.

For *YOUR COMPANY, INC.*

CLIENT or REPRESENTATIVE Date