
THIS INSPECTION AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT - v.1.1.3

PLEASE READ THE ENTIRE DOCUMENT.

(This Agreement can be viewed at: www.realstatehomeinspections.com)

Client

Client Name: _____ **Client Telephone #:** _____ - _____ - _____
Client Address: _____ **Other Telephone #:** _____
City/State: _____ **Client E-mail:** _____
Zip: _____

Structure Inspected

Address: _____ **Inspection Fee:** \$ _____
City/State: _____ **Crawl Space Fee:** \$ _____
Zip: _____ **Additional Fees:** \$ _____
Inspection Date: ____ / ____ / ____ **TOTAL INSPECTION FEES:** \$ _____

Terms of Agreement For Home Inspection Services

1. Scope of Service: Client requests a limited visual inspection of the residential structure identified at the above address by the listed inspector of *Real State Home Inspections, Inc.*, herein after collectively referred to as the "Company" and Client hereby represents and warrants that all approvals necessary have been secured for Company's entrance on to the property.
2. Client warrants: (a) they have read the following Agreement carefully, (b) they understand they are bound by all the terms of this contract, and (c) they will read the entire inspection report when received and promptly call Company with any questions they may have. **Client's Initials:** _____
3. Confidentiality: Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. Client agrees that they will not transfer or disclose any part of the inspection report to any other person with these exceptions ONLY: (a) one copy may be provided to the current seller(s) of the property but only upon the express condition that the seller(s) covenant to use the inspection report only in connection with Client's transaction, and agree not to transfer or disclose the report to any persons other than their real estate agent, and (b) one copy may be provided to the real estate agent representing Client and/or a bank or other lender for use in named Client's transaction only. Client agrees to indemnify, defend and hold harmless Company (including its inspectors, inspector's principals, officers, agents and employees) from any third party claims relating to this inspection or inspection report.
4. Company agrees to perform a limited visual inspection of the residential structure at the above address and to provide Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies as they exist solely at the time of inspection. The inspection will be performed in a manner consistent with the Standards of Practice and Code of Ethics of *the American Society of Home Inspectors*. A copy of the Standards of Practice and Code of Ethics is available upon request. Also they can be viewed online at: <http://www.ashi.org/documents/pdf/standards.pdf>
5. The term "*Inspection*" does not include all items. The inspection is not intended to be: all encompassing, in-depth, technically exhaustive, for governmental regulation or code compliance, concerned with current or future habitability, and is not an attempt to detect and report all deficiencies present. The inspection does not include any destructive testing or dismantling. The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or any other things, or those areas/items which have been excluded by the Standards of Practice and Code of Ethics of *the American Society of Home Inspectors* and/or by agreement of the parties is not included in this inspection. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exist in any area excluded from inspection by the terms of this agreement. Maintenance and other items may be discussed but will NOT form a part of the inspection report. The following areas/items, systems and components are among those NOT included in the inspection: code or zoning violations; systems or component installation; permit research; structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing; termites or other wood destroying insects, rodents or other pests, dry-rot or fungus; latent or concealed defects; asbestos, radon gas, lead paint, lead solder, urea formaldehyde, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites or other environmental or health hazards; private water or sewage systems;

5. (continued). pools, spas, hot tubs, saunas, steam baths, fountains or other types of or related systems and components; replacement/ repair cost estimates; building value appraisal; radio controlled devices; intercom systems; automatic gates; elevators, lifts, dumbwaiters; thermostatic or time clock controls; water softener or purifiers; radiant heat systems; furnace heat exchanger; solar heating or passive heating systems; gas appliances such as fire pits, barbecues, heaters and lamps; main gas shut off valve; any gas leaks; odors or noise; seismic safety or stability; freestanding appliances; security or fire safety systems; personal property; any adverse condition that may affect the desirability of the property; proximity to railroad tracks or airplane routes; boundaries, easements or rights of way; unique/technically complex systems or components; system or component life expectancy; adequacy or efficiency of any system or component; items specifically noted as excluded in the inspection report.

6. Client understands that the inspection and inspection report is not an insurance policy and does not constitute a home warranty, guarantee or a of merchantability or fitness for a particular purpose, expressed or implied, nor is it a substitute for real estate transfer disclosures which may be required by law.

7. The written report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the assurance of the written report. Client further understands and agrees to allow Company the right to modify the inspection report for a period of time that shall not exceed forty eight (48) hours after the inspection report has first been delivered to Client.

8. Client understands and agrees that any claim arising out of or related to any act or omission of Company in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to Company within ten (10) business days of discovery. Client further agrees to allow Company to re-inspect the claimed discrepancy, with the exception of emergency conditions before Client or Client's agents, employees or independent contractors perform any repairs, replaces, alters or modifies the claimed discrepancy. To the extent allowed by law Client understands and agrees that any failure to notify Company as stated above shall constitute a waiver of any and all claims Client may have against Company.

9. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed there under shall be final and binding and judgement on an Award may be entered in any Court of competent jurisdiction.

10. STATUTE OF LIMITATION: No action may be brought against Company (including its inspectors, inspector's principals, officers, agents and employees) more than one (1) year after the inspection date.

11. It is understood and agreed by and between the parties hereto that Company is NOT an insurer or provider of any form of insurance policy, that the payment for the subject inspection is based solely on the value of the service provided by Company in the performance of a limited visual inspection of the general condition of the structure's systems and components as described in Paragraph 4 and production of a written inspection report, that because of the limited nature of this inspection the inspection cannot be expected to uncover all defects or deficiencies within the structure. LIMITATION OF LIABILITY of Company (including it's inspectors, inspector's principals, officers, agents and employees) for errors or omissions in regards to this agreement, inspection and report is expressly limited and fixed to a sum equal to the amount of the fee paid by Client for inspection and inspection report and this liability shall be exclusive. The fee for this inspection is \$_____. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability limitation is binding on Client and Client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through Client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims, which may ever arise from this inspection. **I have read and agree with the above clause(s). Client's Initials:** _____

12. Client understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by Client shall and payment therefore will constitute acceptance of the terms and conditions of this Agreement.

13. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between parties.

14. This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties. This Agreement shall be binding upon and insure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

I have read this Agreement in full. I understand and I agree to all terms and conditions of this contract and to pay the fee listed above.

Dated: _____ Signature of Client: _____ (One signature binds all)

Dated: _____ Company Representative: _____

Real State Home Inspections, Inc.
Telephone #: 678-893-2812
Fax #: 404-420-2832