



INSPECTION AGREEMENT (PLEASE READ CAREFULLY)

The COMPANY agrees to conduct an inspection for the purpose of informing the CLIENT of major deficiencies in the condition of the property, subject to the UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY below. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the CLIENT.

The written report will only include the following:

- structural condition and basement
- electrical, plumbing, water heater, heating and cooling
- quality, condition and life expectancy of major systems
- kitchen and appliances
- general interior, including ceilings, walls, windows, insulation and ventilation
- general exterior, including roof, rain gutters, chimney, drainage, grading

It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing only at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection; equipment, items, and systems will not be dismantled.

Maintenance and other items may be discussed, but are not a part of our inspection. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

The inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substance and environmental hazards, including but not limited to radon gas, lead paint, asbestos, mold, mildew, urea formaldehyde, toxic or flammable chemicals, and water and airborne hazards. Also excluded are inspections of and reports on swimming pools, wells, septic systems, security systems, central vacuum systems, water softeners, sprinkler systems, fire and safety equipment, and the presence or absence of rodents, termites and other insects.

UNCONDITIONAL RELEASE AND LIMITATIONS OF LIABILITY

It is understood and agreed that the COMPANY is not an insurer and that the inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance, or condition of any structure, item, or system at the property address. The CLIENT hereby releases and exempts the COMPANY and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defects or deficiency and for any consequential damage, property damage, or personal injury of any nature.

In the event that the COMPANY and/or its agents or employees are found liable due to breach of contract, breach of warranty, negligence, negligent misrepresentation, negligent hiring or any other theory of liability, then the liability of the COMPANY and its agents and employees shall be limited to a sum equal to the amount of the fee paid by the CLIENT to the COMPANY for the inspecting and the report.

CLIENT and COMPANY agree that should a court of competent jurisdiction determine and declare that any portion of this Agreement is void, violable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

Acceptance and understanding of this agreement are hereby acknowledged:

| | |
|-------------------------------|----------------------------------|
| _____ | _____ |
| CLIENT Signature | Date |
| Print: Name _____ | Property address _____ |
| Address _____ | Property City, _____ |
| City, State, Zip _____ | Property State, Zip _____ |
| Phone No. _____ | |

As primary client for the home inspection being done at this property, I will need your written permission to share the results with other parties. If you want me to give this information to anyone else please indicate them here.

Buyer's Agent **Seller** **Other:** _____