

INSPECTION AGREEMENT

This is a Legal and Binding Contract, Please Read Carefully.

Client's Name: ___ Date of Inspection: ___ Property Address: ___
Standard Home Inspection Stucco Inspection New Construction Inspection
Total Amount Due at Time of Inspection: \$00

Third Party Exclusion

Client requests a limited visual inspection of the structure identified at the above address by an inspector representing Home Stucco & Mold Inspections by David J. Smith, hereinafter referred to as the "Company". The Client warrants that all approvals have been secured for Company's entrance onto the property. Client warrants (a) they have read the following Agreement carefully (b) they understand they are bound by all the terms of this agreement, and (c) they will read the entire inspection report when received and promptly call Company with any questions they may have. Client understands that the inspection and inspection report are performed and prepared for their sole, confidential, and exclusive use, and are not transferable to, or for the benefit of a third party under any circumstances, except the following: (a) one copy may be provided to the seller or buyer of the property, but only upon the express condition that the seller or buyer covenant to use the inspection report only in connection with the Client's transaction, (b) one copy may be provided to the real estate agent representing Client and/or bank or other lender for use in Client's transaction. Client agrees to indemnify and hold harmless Company from any third party claims relating to this inspection or inspection report.

Inspection Description

An inspection is intended to assist in the evaluation of the overall condition of a building. The inspection is based on observation of the visible and apparent condition of the building and its components on the date of the inspection. The results of this home inspection are not intended to make any representation regarding latent or concealed defects that may exist, and no warranty or guarantee is expressed or implied. The Client also understands that an older component may be at or nearing the end of its statistical and/or useful life and could fail at any time after the inspection. Although proper care has been taken in performing this inspection, this inspection and report cannot be fully exhaustive, not does it imply that every component was inspected or that every possible defect was discovered, i.e., when the property contains a number of similar items such as but not limited to electrical receptacles, switches, hardware, locking mechanisms, roof coverings, siding, mortar pointing, lighting fixtures, windows, etc.; However, a representative of each shall be inspected. In conducting the inspection, the Company's agents do not disassemble equipment, move furniture, storage, carpeting, or open wall coverings. The purpose of this confidential report and analysis is to detect major visible problems and unsafe condition; it is not intended for cosmetic or aesthetic evaluation. No invasive or destructive testing is performed. The inspector has the right to submit an addendum to the original report within seventy two (72) hours of the completion of the inspection. The Client is encouraged to attend the inspection, and is AT HIS OR HER OWN RISK DURING THE INSPECTION. However, Client understands that the downside of accompanying the inspector during the inspection is that items may be overlooked, due to distracting conversation and/or potential disruptions in the systematic flow of the inspection. If any person makes a declaration to the Client or the Company, concerning the age of an item, condition, repairs, service contracts, or warranties, that declaration should be put in writing and conveyed to the Client. No compliance with any applicable building code is considered, evaluated, or intended by the inspector and/or report, unless specifically stated in the inspection agreement and/or report. It is the Client's responsibility to monitor and repair the causes and effects of any signs of settlement, cracks, deficiencies, or other deformities that the Inspector points out. It is the also the Client's responsibility to review the entire report. If the Client requires clarification they should contact the Inspector. The Client agrees to all terms with this agreement and to hold the Company's agents harmless from any claim, cause of action or demand made by the Client or any third party relating to the sale, purchase, or repair of the property, or components inspected, or relating to accidents arising from the inspection. **If the Client is not present during the inspection and pays for the inspection, the Client agrees to accept all of the terms and conditions of this agreement. The Client understands this inspection is to assist the Client in making a more informed purchasing or selling decision, and is not to find all defects.** The remaining functional life of particular units, systems, or components are estimates, and no warranties are expressed or implied. The findings of this inspection are valid for the date of the actual inspection only. The Company shall not be held responsible for items or problems concealed, hidden, or inaccessible during the inspection. Buildings that are occupied, inspected after dark or during poor weather conditions may create conditions which could impede the inspection. It is the Client's responsibility to have an additional inspection conducted if needed.

Severity Clause: If any provisions of this agreement is violative of law or equity, it is agreed and understood that the remaining provisions of this contract are in full force and effect.

Limitation of Liability

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 property, 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 reinspect the claimed discrepancy. 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 the Company. 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 relating to this contract, inspection, or 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 thereunder shall be final and binding and judgement on the Award may be entered in any Court of competent jurisdiction. It is understood and agreed by and between the parties hereto the Company's and its officer's, agent's, or employee's LIMITATION OF LIABILITY for errors or omissions in the inspection report, as well as any claim made by the Client for personal injury or property damage caused by any negligence of the Company or its agents is limited and fixed to a refund or the fee paid for the inspection.

Home Stucco & Mold Inspections by David J. Smith

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