

Home Inspection Services of Lancaster, LLC

INSPECTION AGREEMENT

(Please read carefully)

In consideration of the promise and terms of this Agreement, the parties agree as follows:

Client: _____

Address: _____

City/State/Zip: _____

Email address: _____

Phone Numbers: _____

Properties to be inspected:

Address: _____

City/State/Zip: _____

Inspection Fee: \$ _____ WDI fee: \$ _____ Radon fee\$ _____ Mold Air fee\$ _____ Well/Septic fee\$ _____

Infrared Camera Fee \$ _____

1. The client agrees to pay the sum listed in Inspection Fee.
2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.
3. The parties agree that the "Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein.
4. The parties agree and understand that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client further agrees that the Inspector is liable only up to the cost of the inspection.
5. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
7. This Agreement, including the terms and conditions on the reverse side, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, and if that State of Ohio laws or regulations are more stringent than the forms of the agreement, the State of Ohio law or rule shall govern. Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. If no State regulations apply, this report adheres to the AMERICAN SOCIETY OF HOME INSPECTORS STANDARDS (ASHI), which is available upon request.
8. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors; recreational equipment or facilities; pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating system's accessories; solar heating systems; heat exchangers; sprinkling systems; water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arrestors, load controllers; trees or plants; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, Chinese drywall, and EIFS. Client understands that these systems, items, and conditions are excepted from this inspection. Any general comments about these systems, items, and conditions of the written report are informal only and DO NOT represent an inspection.

9. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees arising from such a claim.

10. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

11. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State law. Furthermore, any legal action must be brought within two (2) years from the date of the inspection, or will be deemed waived and forever barred.

12. This inspection does not determine whether the property is insurable.

13. Disputes and Arbitration: 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 or Inspection report shall be submitted to final and binding arbitration under Arbitration conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. The arbitrator shall conduct judgment motions and enforce full discovery as a court would, as provided in state code civil procedure. The decision of the Arbitrator appointed shall be final and the binding judgment on the award may be entered in any court of competent jurisdiction.

14. Damages: If the inspection company or any of its employees, agents, providers, officers, members, or shareholders, are found to be liable for any claim or damage due to the alleged negligence or willful misconduct of the Inspection company performing the home inspection or in the reporting on the condition of the property in the inspection report, the maximum damage that the Client can recover from the Inspection Company shall not exceed the cost of the inspection fee paid by the Client. The Inspection Company shall not be liable to the Client for any loss of use of the property, repair, or replacement cost, consequential or punitive damages or for attorneys' fees or court costs. The Inspection Company shall not be liable to the Client for any claims, loss or damage if the Client alters, tampers with or repairs or replaces the condition which is the subject matter of the Client's claim before the Inspection Company has had an opportunity to inspect the alleged defective condition.

14. Exclusions of systems normally inspected _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Inspector's Signature _____ Date: _____ Inspection # _____

Inspector's Address 1449 Rainbow Dr NE

City/State/Zip or Postal Code: Lancaster, OH 43130

Electronic agreement: Client agrees by sending this agreement electronically to Home Inspection Services of Lancaster, LLC, the client agrees to all terms and conditions of this agreement. Yes No

Client agrees to release reports to REALTOR® Yes No

Agent present at inspection: Yes No

Agent's Name and Company _____