

Standard Agreement For Home Inspection And Report

(Please Read Carefully)

Inspection Address: _____

Date: _____

Client's Name: _____

Agents Name _____ Agents Phone # _____

Telephone: _____

Email: _____

FEE AGREEMENT: In consideration of the promises and terms of this Standard Agreement for Home Inspection and Report (referred to herein as the "Agreement"), Client agrees to pay to Stewart Home Inspection (Referred to herein as "The Company"), at or before the time of the inspection, a fee in the amount of \$_____. Additional fees will apply if client chooses to have a Radon Inspection, Septic test, or a Re-Inspection. If client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.

PURPOSE OF INSPECTION: The Company agrees to perform a limited visual survey of the readily accessible areas of the major systems of the above-referenced property at the inspection address and to provide a written report CONCERNING THE CONDITIONS AT THE TIME OF THE INSPECTION ONLY. The Company shall **NOT** be required to move furniture, appliances, storage items or any other items for the purposes of this inspection. Major systems to be inspected include: Central heating, central air conditioning (weather permitting), interior plumbing, electrical system, roofing, siding, foundation, basement, insulation and ventilation. Detached structures are excluded. The inspection of the standard components of such systems and the standards of conduct of the inspection shall be governed by the Tennessee Home Inspector Licensing Program "Standards Of Practice" as written in Rules and Regulations, Section 0780-5-12.10, established on September 2006. A copy of the "Standards" has been made available to the client and can be viewed at www.state.tn.us/commerce/boards/hic/index.html. Client agrees to conduct a pre-closing review of the building. Any new defects should be reported to the Company. Inspector reserves the right to change the inspection report within 72 hours of the inspection. **The inspection report is the inspector's opinion and conclusions of fact only, and the statement of condition contained therein is not to be construed as definitive.**

SCOPE OF THE INSPECTION & RISK ASSESSMENT: Client by signing this Agreement agrees and understands that visual inspections are based on readily accessible and visual symptoms, clues, and "red flags" and as such, Company and Company's inspector cannot accurately or completely assess risk, detect all flaws, predict all occurrences, or make assurances, warranties or guarantees. I understand that the purpose of this inspection is to reduce my risk in purchasing this property and not to eliminate risk altogether or to transfer any risk to the Company or Company's inspector. The Company's inspector shall examine the property through visual means and normal user controls, without the use of mathematical sciences.

INSPECTION LIMITATIONS & EXCLUSIONS: Items and conditions which **ARE NOT** within the scope of the inspection shall include, but not be limited to, the following: lead paint, formaldehyde, pesticides, treated lumber, mercury, carbon monoxide, asbestos, radon gas, toxic or flammable materials, molds, fungi, other environmental hazards, household appliances, security and fire protections systems, humidifiers, paint, wallpaper and other treatments to windows, interior walls, ceilings and floors, pest infestations, sprinkling systems, fuel storage and delivery, water softener, central vacuum systems, telephone, intercom, or cable TV systems, antennae, lightning arrestors, trees and plants, playground equipment, swimming pools, spas, recreational equipment, laundry equipment, functional efficiency of insulation, underground or internal drainage systems or non-visible plumbing or utilities, systems which are shut down or otherwise secured, sewer systems or waste disposal systems, water quality, water wells, water supply, solar heating systems and heating system accessories, retaining walls, driveways, or sidewalks. This inspection is not a zoning ordinance or local building code compliance or design verification inspection. Any general comments about these systems, items, and conditions, even if placed in the remark section of the written report, are informal only and DO NOT represent an inspection. The limitations and exclusions contained in the Tennessee Home Inspector Licensing Program "Standards Of Practice" are incorporated herein by reference. The inspection will not include an appraisal of the value or a survey of the property boundaries.

LIABILITY FOR DAMAGES: THE COMPANY DOES NOT ASSUME LIABILITY HEREUNDER, INCLUDING MISTAKES, OMISSIONS, ERRORS OF JUDGMENT, OR CONSEQUENTIAL DAMAGES OR INJURIES, BEYOND THE COST OF THE INSPECTION. THE INSPECTOR AND COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO THE SUBJECT PROPERTY RELATED TO THIS INSPECTION. CLIENT AGREES THAT COMPANY WILL NOT BE HELD LIABLE FOR LOSS, DAMAGE, OR INJURY TO THE CLIENT FROM ANY DEFECTS IN THE BULIDING AND IMPROVEMENTS INSPECTED. The parties agree that the company assumes no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. If the company is found liable for any breach of this agreement or its performance hereunder, then the extent of the company's liability is limited to the lesser of the agreed upon fee for the inspection or the client's actual damages.

The inspection and report are not intended to be considered as insurance or as a guarantee or warranty, expressed or implied, of the adequacy or performance of structures, systems or their component parts. No warranty, expressed or implied as to the fitness for use or condition is made. This liquidated damage clause shall be the client's exclusive remedy in the event of an alleged breach by the company. The client will notify the inspector of any incident giving rise to a claim within thirty (30) days following its discovery, and allow the inspector to examine the conditions prior to client's performance of remedial repairs. This is a condition precedent to client's claim.

If the client sells, transfers, or allows this report to be used by others whose purpose is to rely upon it for purchase or selling decisions, the client promises to indemnify and hold harmless the company for any damages claimed by those others.

TECHNICALLY EXHAUSTIVE INSPECTION: I understand and accept that if I desire an inspection without a limit on liability to the amount of fee paid, I may pay an additional fee to receive a "Technically Exhaustive Report." An inspection is considered technically exhaustive when it involves the extensive use of measurements, instruments, testing, calculations, and other means to develop scientific or engineering findings, conclusions and recommendations. This report would be delivered by the inspection company in approximately twenty (20) working days, after retaining other specialists as needed. (a \$50 deposit and the Standard Inspection fee are required to commence this inspection) for the additional fee of \$ 750.00

_____: **Client declines technically exhaustive inspection.**

Initial

FOR THE USE OF THE CLIENT ONLY: THE REPORT PROVIDED BY THE COMPANY TO THE CLIENT IS INTENDED FOR THE CLIENT'S USE AND BENEFIT ONLY. NO THIRD PARTY DISCLOSURE IS AUTHORIZED BY THE COMPANY. 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 the inspector or Company, arising out of the services performed by the inspector or Company under this Agreement, the Client agrees to indemnify, defend and hold harmless the inspector and Company from any and all damages, expenses, costs and attorney fees arising from such claim.

_____: **Client agrees to release report to buyers agent.**

Initial

ARBITRATION: Any claim, controversy or dispute hereafter arising between the Client and the Company shall be decided by arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association. The inspection will be performed and judged against the Tennessee Home Inspector Licensing Program "Standards Of Practice". All inspections will be judged against a reasonably fair and diligent inspection and not against results or occurrences. Notice of demand for Arbitration is to be filed in writing to the Company and to the American Arbitration Association within one (1) year of the date of this agreement or it is agreed that any claim will be waived. If a dispute is adjudicated by either civil lawsuit or arbitration, and the Company prevails, it is agreed by both parties that the Client shall pay for all expenses, court costs and attorneys fees incurred by the Company.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (FAA). 9 U.S.C., §1 ET SEQ (1988).

_____: **Client agrees to arbitration**

Initial

DEFINITIONS

1. Apparent Condition: Systems and components are rated as follows:
SATISFACTORY - Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.
MARGINAL - Indicates the component will probably require repair or replacement anytime within five years.
POOR - Indicates the component will need repair or replacement now or in the very near future.
2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.
3. Readily accessible systems and components: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.

The home inspection and inspection report will be in accordance with the Standards of Practice promulgated by the commissioner of the State of Tennessee Department of Commerce and Insurance, Division of Regulatory Boards.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. This Agreement 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 Tennessee.

Client or Representative's Signature

Date

Inspector

**Stewart Home Inspection
9111 Solway Ferry Road
Oak Ridge, TN 37830
Fax: (866) 380-6572**