



Marietta Inspection Services, LLC Home Inspection Agreement

PLEASE READ THE ENTIRE DOCUMENT

Client Name(s): A. Customer

Report #: ABC000000

Property Address: 500 Sunny Lane, Anywhere, GA 00000

Client Telephone: 000-000-0000

Contact: A. Customer

Agreed Inspection Fee:

1. Client requests a limited visual inspection of the residential structure identified by the above address by the listed inspector of the above company, herein after collectively referred as the "Company" and Client hereby represents and warrants that all approvals necessary have been secured for the 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 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.
3. 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. The inspection will be performed in a manner consistent with the standards of the American Society of Home Inspectors (ASHI). A copy of these Standards can be provided to the Client upon request. It is agreed that the inspection is limited to visual observations of the readily accessible areas, systems and components of the dwelling and the apparent conditions existing at the time of inspection only. Any areas which are not exposed to view, are concealed, are inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or any other conditions, or those areas/items which have been excluded by the ASHI standards and/or by agreement of the parties is not included in this inspection.
4. The inspection does not include any destructive testing, dismantling or movement of furnishings. It is agreed that the conditions of the property could change after the time of inspection and some existing conditions may only be observable under different conditions than existed at the time of the inspection. Client agrees to assume all risk for all conditions which are concealed from view at the time of the inspection or exists 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.
5. The inspector is acting as a generalist and is not a licensed specialist in any specific area of construction including, but not limited to: structural engineering, mechanical systems, electrical, plumbing or architecture. The inspector performs the inspection in good faith and to the best of his ability. The inspection is designed and intended to identify defects or deficiencies that would be important to a reasonable person's decision in evaluating the intent to purchase.
6. 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 the 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 Client's

transaction only. Client agrees to indemnify, defend and hold harmless Company from any third party claims relating to this inspection or inspection report.

7. Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law.
8. The written report to be prepared by the company shall be considered the final exclusive findings of Company of the structure. Client further understands and agrees Company reserves 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 been delivered to Client.
9. **STATUTE OF LIMITATION, DISPUTE AND LIMIT OF LIABILITY** – No action may be brought against Inspector or Company more than one (1) year after the inspection date. Should a problem arise which can be informally resolved between the parties of this agreement, it is expressly agreed that the first attempt for formal resolution shall be professional mediation. Any and all costs of mediation shall be shared equally by the parties of this agreement. Limit of Liability for errors or omissions in regards to this agreement, inspection and report is expressly limited to an amount not more than the inspection fee paid. Liability of inspector’s principals, agents and employees is also limited to not more than the inspection fee paid. 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 limited liability 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.
10. Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the subject property, as limited herein above, 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 repairs, replaces, alters or modifies 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 Company.
11. Client understands and agrees that if they are not present at the time of the inspection and therefore do not sign the 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.
12. 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 the parties.
13. 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. Further, the terms and conditions of this agreement apply to this original inspection as well as any subsequent inspections that may be performed on the structure. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

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

Client (or authorized agent): _____ Date: _____

Inspector: _____ Date: _____