

Be Sure Home Inspections, LLC

Inspection Agreement

THIS AGREEMENT is made and entered into by and between Be Sure Home Inspections, LLC, referred to as "Inspector", and _____ referred to as "Client".

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

1. The Client will pay the sum of \$ _____ for the inspection of the "Property", located at _____. At the time of inspection, Client agrees to pay all legal and time expenses incurred in collecting due payments.
2. The Inspector will perform a visual inspection and provide 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. Utilities must be turned on for the inspection of these areas and components. Pilot lights must be "lit" in order to inspect these components or systems. Latent and concealed defects and deficiencies are excluded from the inspection. Equipment and systems will not be dismantled. The inspector is limited by this inspection agreement and cannot be expected to find or discover all defects in this building.
3. 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, allergens, molds, fungi, other environmental hazards; air and water quality, pest infestation; synthetic stucco, security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; heating systems accessories; furnace heat exchangers, solar heating systems; sprinkling systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae, lightning arrestors, trees or plants; governing codes, ordinances, statutes and covenants and manufacturer specifications. Client understands that these systems, items and conditions are excluded from this inspection. Any general comments about these systems, items and conditions on the written report are informal only and DO NOT represent an inspection.
4. The parties agree that typical industry standards shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein.
5. The parties understand and agree that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any reported and unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. The Client further agrees that the Inspector is limited in its total liability up to the value paid by the Client to the Inspector for the inspection. Any legal action must be brought within six months of the date of inspection or will be denied or waived and forever barred.
6. 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.
7. 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 the Rules and Procedures of the Expedited Arbitration of Home Inspection Dispute of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed hereunder shall be final and binding. Judgment on the Award may be entered in any court of competent jurisdiction.
8. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
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 of the property or a survey of the premises. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. The client assumes all risk for problems noted in this report that may reveal further damage during a repair or further investigation by a qualified professional.
11. Upon completion of the inspection contemplated in this Agreement, client will be given the opportunity to review the inspection report and make inquiry regarding any questions and/or concerns contained in the inspection report.
12. Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged.

Client's Signature: _____

Date: _____

Inspector's Signature: _____

Date: _____

Client agrees to release reports to seller/buyer/realtor or real estate agency solely for the purpose to aid you, the Client who is to pay for this inspection:

Yes No (Circle One)