

# Partin Home Inspection

## Inspection Contract Agreement

This agreement is made and entered into by and between Partin Home Inspection, LLC. Hereinafter referred to as “Inspector”, and Client Name here in after referred to as “Client”. The client will pay the sum of Price of Inspection for the inspection of the property located at: Address of Inspection.

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

1. This inspection of the property shall be performed by the inspector for the client in accordance with the standards of practice of the **International Association of Certified Home Inspectors, (InterNACHI)** including the limitations, exceptions and exclusions as set out in the standards of practice. A copy of the standards of practice can be obtained from the inspector at any time or obtained online at [http://www.nachi/code\\_of\\_ethics.htm](http://www.nachi/code_of_ethics.htm). These standards of practice inform you of what a home inspector should report and what is not expected of the home inspector to report.
2. This inspection is a limited visual inspection as a generalist. The inspector will prepare a written report of the apparent conditions of the readily accessible installed systems and components of the property existing at the time of the inspection. 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. By signing below, client, accepts these terms and conditions. Areas that are inaccessible are not part of this inspection including but not limited to: behind walls, furniture, under rugs, inaccessible areas and below soil. Latent and concealed defects and deficiencies are excluded from the inspection. The inspector is limited by this agreement and cannot be expected to find or discover all defects in this building. The purpose and scope of this inspection is to provide the client with a better understanding of the property's condition as observed at the time of the home inspection. Detached buildings are not inspected unless agreed upon by both parties prior to the start of the inspection for an additional fee. The home inspection report is an “opinion” of the inspector. The inspectors’ interpretation of what is good, fair, and satisfactory, etc. may be different from the clients. The client is encouraged to be present at the time of inspection so both parties will have an understanding of each other’s perception.
3. The inspection will not include an appraisal of the value, termite inspection or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.
4. The inspectors’ purpose is to determine whether or not a system or component (electrical, heating, visible structure, etc.) is functioning for which it was intended. The inspector is not responsible to determine all that may be wrong with that system or component, just whether or not a second opinion is needed, such as a licensed electrician or HVAC contractor, or any specialist for that field or trade. They determine what steps are necessary to correct. Their troubleshooting may reveal additional items not mentioned in the inspection report. Any item mentioned in the report may need additional inspections by qualified specialists to investigate further any item or component that is commented on in the inspection report before closing. The inspector is not responsible for items mentioned in the inspection report. The parties agree and understand that the inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. This inspection is not intended to be technically exhaustive. The inspector makes no guarantee or warranty, expressed or implied, as to the fitness for use, condition, performance, or adequacy of any inspected structure, item, component, or system and it should not be relied on as such. The inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components, or the contents therein.
5. The inspection and report do not address and are not intended to address code and regulation compliance. Code compliance will only be addressed for a new construction inspection. Systems, items, and conditions which are not within the scope of this inspection include, but are not limited to: The possible presence of or danger from asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable material, environmental hazards, pest infestation (including termites and other wood destroying organisms), soil contamination and other indoor and outdoor substances. The client is urged to contact a competent specialist if information, identification, or testing

Of the above is desired. Other items not inspected include: security, fire protection systems, household appliances, humidifiers, paint, wallpaper, window treatments, recreational or playground equipment or facilities, underground storage tanks, energy efficiency measurements, portable appliances (ex: washers, dryers, window air conditioning/heating units), internal or underground drainage or plumbing, any systems which are shut down or otherwise secured, water wells (water quality/quantity), zoning ordinances, concealed or private secured systems, heating systems accessories, solar heating/power systems, irrigation systems, water softener systems, central vacuum systems, hot tubs, telephone, intercom, cable television, satellite television, antennae, heat or motion sensors, lighting arrestors, trees or plants, governing codes, ordinances, statures and/or covenants for cosmetics code conformity. Client understands that these systems, items and conditions are exempted from this inspection. Any general comment about these systems, items and conditions found in the written report or photos are informal and do not represent an inspection. The inspector is not required to remove personal items, furniture, equipment, soil, snow and/or other items that obstruct access or visibility or put inspector in personal danger (ex: presence of asbestos, removal of insulation in attic or crawlspace)

6. Client, by signing this agreement, states that they are within legal authority and represent the household for which the inspection is being completed.
7. This agreement represents the entire agreement between the parties and there are no other agreements either written or verbal between both parties. This agreement shall be amended only by written agreement signed by both parties. If any court declares any provision of this agreement invalid or unenforceable, the remaining provisions will remain in effect.

The inspectors' **liability** is not to exceed the cost of the inspection. The parties understand and agree that the inspector, its employees, agents, or representatives assume no liability or responsibility for the cost 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. 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 within 72 hours of claim and also 72 hours prior to repair or replacement of such system or component. The client agrees to allow the inspector access to the premises to review conditions of any alleged claim. The client further agrees that the inspector is liable only up to the cost of the inspection. If the repair or replacement is done without giving the inspector the required notice, the inspector will have no liability to the client. Furthermore, any legal action must be brought within ninety (90) days from the date of the inspection or the ability to bring suit against inspector, by client, shall be deemed waived and forever barred. In the event that the client fails to prove any adverse claims against the Inspector, client agrees to pay all legal costs, expenses and fees of Inspector in defending said claims.

8. **Payment is due at the time of inspection or before.** The written inspection report will not be released until payment is received. The client agrees to pay all legal and time expenses incurred in collecting due payments.

The Client, by signing this agreement, states that they have fully read and understand the contract into which is entered and acknowledges receipt of a copy of this agreement.

Partin Home Inspection, LLC, must receive a signed copy of this agreement from the client before any inspection findings, either verbal or written, can be released to the client. Our fax number is 706-379-2685

Does the client(s) Realtor or Real Estate Agency, have permission to receive a copy of this report?    Yes    No    (circle one)

Inspector: \_\_\_\_\_ Date: 05/08/2018

Signature of Client: \_\_\_\_\_ Date: 05/08/2018