

Buyers Home Inspection Service, Inc.

Inspection Agreement

This is intended to be a legally binding contract .. Please read carefully.

Client Name:

Property Inspected

Address:

City, State Zip:

I/We (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by **Buyers Home Inspection Service, Inc., (Inspector)**, for my/our sole use and benefit. I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are bound by all the terms of this agreement. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I/We may have. Initial Here _____ X _____

In Consideration of the mutual covenants and promises contained herein, it is agreed among the parties as follows:

1. Inspection. **Inspector** hereby agrees to conduct an inspection of the property on the _____ day of _____ in the year . 2011 at . _____ **Client** hereby agrees to pay the Inspector **at the time of the inspection**, \$ _____ dollars, \$ _____ for such inspection.

EACH Re-inspection dates are at additional fees. A fee will be assessed for the printing of any report.

THIS REPORT IS NOT TRANSFERABLE. THIS REPORT IS NOT INTENDED AS A HOME WARRANTY OR GUARANTY

The Inspection and Report will not be disclosed to, or discussed by the Inspector to any and all third parties not bound by this agreement unless required by law. Permission given (Initial here) _____ for those to receive written or verbal information: B-Agent _____, S- Agent _____, Seller _____, Bank _____, Insurance _____, Others _____

We encourage your attendance and participation and sincerely wish you not delegate this responsibility to another.

The "Inspection" is completed at the property and a reported in writing. The term "Report" as known in this agreement means it contains recommendations and remarks about to subject property. any oral representations are not to be relied upon nor form a part of this report. **The Home Inspector is a Generalist and is not acting as an engineer, craftsman or tradesman.**

The (Client) acknowledges that the inspection pertains only to those conditions that are observable on the property and is limited to visual observations of the apparent conditions as existing on the day and time of the inspection only. Latent, concealed and hidden defects and deficiencies are especially excluded from the Inspection. Equipment items and systems will not be dismantled, nor furniture, appliances, or storage be moved to conduct this inspection. The standards of conduct of the inspection are governed by the "**Standards of Practice and Code of Ethics**" of **THE AMERICAN SOCIETY OF HOME INSPECTORS, INC.**", whose terms are incorporated hereby by reference. Client acknowledges that he has been provided a copy of the Standards of Practice.

The "Inspection" and "Report" do not address and are not intended to include Opinion of structural stability of the home, possible presence of or danger from any potentially harmful substances or environmental hazards, including but not limited to radon gas, lead paint, asbestos, mold, urea formaldehyde, toxic or flammable materials. Also excluded from the Inspection are refrigerators, freezers, remote overhead door transmitters/receivers, floor appliances, water conditions, swimming pools, spas, tennis courts, playground equipment, or other recreational or leisure appliances, self cleaning or continuous-cleaning ovens, microwave appliances, furnace heat exchanges, private water supply or waste treatment equipment. Nor does it address the presence of insects, including, but not limited to termites, ants, fleas, cockroaches, bees, wasps, mites, ticks, flies,,, etc. Property structures or lands twenty feet (20') beyond home, excluding a garage or carport. It is strongly recommended any or all of these items be tested. for or evaluated by a qualified license contractor.

Page 1 Initial Here _____ X _____ Please read page #2



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Inspection Agreement (Continued)

Page 2 Contract continued. THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT... PLEASE READ CAREFULLY.

2. WRITTEN INSPECTION REPORT. A written report of the inspection shall be furnished to the (Client) by the (Inspector) within a reasonable time after completion of the inspection and (Client) acknowledges that such a report is in no way a written Warrant or Guarantee of the condition of the property, but only a summation made by the (Inspector). All Photographs take by the (Inspector) are property of the (Inspector)., All. some or none of photos maybe use to enhance items in report only, and should not be concluded that these maybe the only items reported. There will be an extra fee for supplying any photos other than those embedded in report to (Client). The (Inspector) and or its agents reserve the right to produce and insert addendum pages to this inspection property report at anytime after the initial inspection and report, prior to any complaints logged against the (Inspector)., and or its agents.
3. DISCLAIMER OF WARRANTY. IT IS UNDERSTOOD AND AGREED BY THE PARTIES THE (INSPECTOR) IS NOT AN INSURER AND DOES NOT INSURE AGAINST DEFECTS IN THE PROPERTY INSPECTED. INSPECTOR MAKES NO GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED, INCLUDING A WARRANTY OF MERCHANTABILITY OR FITNESS OF USE AS TO THE CONDITION OF THE PROPERTY. THE HOME INSPECTOR IS A GENERALIST AND IS NOT ACTING AND AN ENGINEER, CRAFTSMAN OR TRADESMAN.
4. LIMITATION OF LIABILITY. THE PARTIES AGREE THAT THE (INSPECTOR)., AND OR ITS AGENTS OR REPRESENTATIVES ASSUME NO LIABILITY OR RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECTS OR DEFICIENCY. THE PARTIES FURTHER AGREE THAT THE (INSPECTOR), ITS AGENTS OR REPRESENTATIVES BE FOUND LIABLE FOR LOSSES OR DAMAGE RESULTING FROM FAILURE TO PERFORM, WHETHER BASED IN TORT OR CONTRACT, THE LIABILITY OF THE (INSPECTOR), ITS AGENTS OR REPRESENTATIONS SHALL NOT EXCEED THE LESSER OF THE ACTUAL CASH VALUE OF THE NON-DISCLOSED MATERIAL DEFECT, OR THE COST TO REPAIR LESS DEPRECIATION. IT IS FURTHER UNDERSTOOD THAT NEITHER THE (INSPECTOR)., ITS AGENTS OR REPRESENTATIVES ARE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES DURING THE INSPECTION AND/OR TESTING OF A COMPONENT.
5. STATUTE OF LIMITATIONS. Any claim must be presented to the Inspector IN WRITTEN FORMAT within one year from the date of the inspection. Any claims presented one (1) year after the date of the inspection will be time barred and the (Inspector), it's agents or representatives, shall assume no liability.
6. REINSPECTIONS. Re-inspection will be performed under guidelines of this contract at a mutual date for (Inspector) and (Client) to attend. The (Client) will provide a list of items to be inspected to the (Inspector) for review prior to the re-inspection. All items to be re-inspected are to be performed by a qualified license contractor, with dated legible copy of the work receipt to accompany re-inspected items to be retained by the (Inspector). Each re-inspection will require a separate fee.
7. ENTIRE AGREEMENT & AMENDMENTS. This agreement constitutes the entire agreement between (Client) and (Inspector). All prior statement and representations whether made prior or during the inspection, shall be merged into the written Agreement and Report and superseded thereby. Any additional inspections are to be performed subject to the terms and conditions of this Agreement.
8. GOVERNING LAW. This contract shall be governed by and construed according to the laws of the State of Ohio.
9. ARBITRATION PROVISION. Any dispute between the parties, including their agents, representatives and/or employees, whether in tort or in contract, shall be settled through arbitration before the American Arbitration Association. The Standards of Practice of the American Society of Home Inspectors shall be the standards used to arbitrate and dispute. In the event of an unsubstantiated claim or dispute against the (Inspector). and or its agent, the Plaintiff in the case shall reimburse the (Inspector) for any and all legal fees and an initiation of a counterclaim maybe filed.

EXECUTED AS OF THE DATE WRITTEN AND THE SIGNATURE HERE IN ACKNOWLEDGES THAT EACH PARTY HAS READ THE FOREGOING AGREEMENT ITS TERMS AND CONDITIONS. Payment due at time of inspection

TIME START: _____ am. / p.m. TIME STOP: _____ a.m. / p.m. Initial Here: _____

Signed: _____ Date: _____ Total Inspection Fees: \$ _____

Signed: _____ Date: _____ Payment \$ _____

Signed: _____ Date: 12/25/2010 Balance Due: \$ _____

Inspector

Inspector Name **Thomas Gaba**
Company Name **Buyers Home Inspection Service, Inc.**
Address **7686 Ragall Parkway**
City **Middleburg Hts.** State **Ohio** Zip **44130**
Phone: **440 - 243 - 7166**
Email: **tom@buyershomeinspector.com**