



INSPECTION AGREEMENT

This agreement is made and entered into by and between Promise Home Inspections, LLC, (Inspector), and _____, (Client). In consideration of the promise and terms of the agreement, the parties agree as follows: The client will pay the total sum of \$ _____ for the inspection of the "property", being the residence, and garage or carport, if applicable, located at _____.

1. The Inspector will perform a professional, visual inspection and prepare a written report of the apparent condition of the readily accessible systems and components of the property existing at the time of the inspection without regard to life expectancy. The inspection is not technically exhaustive or destructive in nature. Therefore, latent conditions, defects, or deficiencies of the property which are concealed, not readily accessible, or that would require cleaning, alteration, excavation, or destructive testing to determine might not be revealed.

2. The parties agree that the inspection and report will conform to the current Standards of Practice of the Arkansas Home Inspector Registration Board which has adopted the current Standards of Practice of the American Society of Home Inspectors (ASHI). These standards define the conditions, limitations, and the exclusions of the inspection and are incorporated by reference herein. These standards can be found at <http://www.homeinspector.org/standards/default.aspx>.

3. Right of Re-Inspection: The parties agree and understand that if the Client asserts that a component covered by the contract wasn't in the condition reported the Client agrees to contact the Inspector and provide a reasonable opportunity for re-inspection, 72 hours before repairing, replacing, or disposing of the component. It is mutually agreed that the omission of either verifiable notice or reasonable access for re-inspection will void the Client's claim and release Inspector from any liability associated with the claim.

4. Limitation of Liability: The parties agree and understand that the Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies, either current or arising in the future. Inspector's liability for claims and liquidated damages as result of omission or error shall be limited to its charges for the inspection and report in the event the Inspector failed to follow and adhere to the Standards of Practice. Under no circumstances should Inspector have any liability or responsibility for any consequential damages of the Client or any other party and this limitation applies to and includes any and all personal injury or property damage. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (a) to reflect the fact that actual damages may be difficult and impractical to ascertain; (b) to allocate risk among the Inspector and the Client; and (c) to enable the Inspector to perform the inspection at the stated fee. Furthermore, any legal action must be brought by the Client within 180 days of this agreement in the proper courts within the county this inspection was performed.

This agreement, including the terms from the reverse side, 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 governed and enforced in accordance with the laws of the State of Arkansas. Client has read this entire agreement and accepts and understands this agreement as hereby acknowledged. Payment is due in full before or at the time of the inspection.

Client: _____ Date: _____ Inspection Fee: _____
Client: _____ Date: _____ Radon Testing Fee: _____
Street Address: _____ Water Testing Fee: _____
City/State/Zip: _____ Re-Inspection Fee: _____
Email: _____ Other Fee: _____
Client agrees to release report to seller/buyer/Realtor Yes ___ No ___
Agent present: Yes ___ No ___ Agent Name: _____ Total Inspection Fee: _____
Inspector: _____ Date: _____
Promise Home Inspections, LLC, License: Arkansas #HI-1733
Phone: (479) 684-6704
Email: david@promisehomeinspections.com Web: www.promisehomeinspections.com

SEE REVERSE SIDE FOR ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS



ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS

5. Disclaimer of Warranty: 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, items, components, or system.

6. The inspection and report are for the exclusive use of the Client. No other person or entity may rely upon or utilize the report issued pursuant to this agreement. In the event that any person, not a party to agreement, makes any claim against Inspector, arising out of 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.

7. Re-Inspection Following Repairs: The price for a re-inspection of the property upon repairs being completed shall be \$ _____. When the Inspector is asked by the Client to perform a re-inspection of the property for the purpose of reviewing items requested for repair by the Client and agreed upon by the Seller, this re-inspection will be limited to only those repaired items. The re-inspection doesn't alter the original home inspection and the terms and conditions of this re-inspection are incorporated to the Limitations on Liability.

8. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.

Definitions

- Inspected components/systems will be identified and an opinion of their apparent condition will be rated as follows:

SATISFACTORY- Indicates the component/system is functionally consistent with its original purpose but may show signs of normal wear and tear, and deterioration. Any component not listed as being deficient in some manner is assumed to be satisfactory.

MARGINAL- Indicates the component/system will probably require repair or replacement anytime within five years.

POOR- Indicates the component/system will need repair or replacement now or in the very near future to sustain performance of function and purpose.

SIGNIFICANT ISSUES- A component/system that is considered significantly deficient, inoperable, or is unsafe.

SAFETY ISSUE- Denotes a condition that is unsafe and in need of prompt attention.

- Scope of the inspection/installed components to be inspected: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.

Conditions/Exclusions/Limitations

Systems, components, and conditions which aren't within the scope of the building inspection include, but aren't limited to: environmental hazards to include radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, and fungi; pest infestation; 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; motion sensor lighting; concealed or private secured systems; private water systems/wells, sewage systems, water softeners or purifiers, pools, spas, hot tubs, saunas or related systems; water wells; all overflow drains; heating system's accessories; solar heating systems; heat exchangers; lawn sprinkling systems; central vacuum systems; telephone, intercom or cable TV systems/wiring; antennae, lightning arrestors, load controllers; trees or plants; drainage characteristics in or around the residence; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, and EIFS. Client understands that these systems, components, and conditions are excepted from this inspection. Any general comments about these excepted systems, components, and conditions in the written report are informal only and DO NOT represent an inspection.