

# Inspection Agreement

Thu. November 7, 2019

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THIS AGREEMENT is made and entered into by and between FrontEdge Home Inspectors, 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 \$0.00 for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at 123 Sample Rd., Atlanta, GA 30303.

2. The Inspector will perform a visual inspection and prepare 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, along with identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

Latent and concealed defects and deficiencies are excluded from the inspection.

3. INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice of the American Society of Home Inspectors ("ASHI") posted at <http://www.homeinspector.org/Standards-of-Practice>. Although INSPECTOR agrees to follow the "Standards of Practice" (the "Standards"), CLIENT understands that these standards contain limitations, exceptions, and exclusions. If the State/ Province where the inspection is performed imposes more stringent standards or administrative rule, then those standards shall define the standard of duty and the conditions, limitations, and exclusions of the inspection. CLIENT understands that INSPECTOR will NOT be testing for the presence of RADON a colorless, odorless, radioactive gas that may be harmful to humans. CLIENT understands that INSPECTOR will NOT be testing for MOLD. Unless otherwise indicated in a separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable BUILDING CODES or for the presence of potential dangers arising from ASBESTOS, lead paint, formaldehyde, MOLDS, soil contamination, and other ENVIRONMENTAL HAZARDS or violations.

4. The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. INSPECTOR'S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. No determination of insurability will be made.

5. LIMITATION OF LIABILITY: INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to TWO (2x) TIMES THE FEE PAID to the INSPECTOR, and this liability shall be exclusive. At the CLIENT's option, a COMPREHENSIVE INSPECTION without limitation of liability is available. A COMPREHENSIVE INSPECTION includes a contractor, engineer and architect review of the property for a minimum fee of \$3,000. A COMPREHENSIVE INSPECTION requires a separate contract.

SEE NEXT PAGE FOR ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS

## **Additional Terms, Conditions, and Limitations**

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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. This inspection does not determine whether the property is insurable.

8. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the INSPECTOR holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.

9. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within 14 DAYS of discovery; and (2) access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

10. DISPUTE RESOLUTION: Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by INSPECTOR, the Inspection Report provided to the CLIENT by INSPECTOR, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the INSPECTOR hereunder, shall be submitted to SMALL CLAIMS COURT. If the alleged damages exceed the jurisdictional limit for SMALL CLAIMS COURT, the dispute shall then be submitted to BINDING ARBITRATION before Construction Dispute Resolution Services ("CDRS"). If CDRS is unavailable, then by Resolute Systems. Any Arbitration or Legal Action must be commenced within ONE (1) YEAR from the date of the inspection; INSPECTOR shall have no liability for any claims/actions commenced more than ONE (1) YEAR after the date of the inspection.

11. ENFORCEMENT FEES AND COSTS: Any party failing to follow the DISPUTE RESOLUTION process identified above, shall be LIABLE FOR ALL FEES AND COSTS associated with compelling/enforcing compliance with the DISPUTE RESOLUTION process.

12. 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, molds, fungi, other environmental hazards; 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; pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating systems accessories; solar heating systems; heat exchangers; irrigation systems; sprinkling systems; water softener or purification systems; septic tanks and plumbing; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arrestors, load controllers; trees or plants; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, and EIFS. Client understands that these systems, items, and conditions are excepted from this inspection. Any general comments about these systems, items, and conditions of the written report are informal only and DO NOT represent an inspection.

13. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

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14. 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 at least 72 hours prior to repairing or replacing such system or component.

15. This Agreement, including the terms and conditions, 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 construed and enforced in accordance with the laws of the State/ Province of GA, and if that State/ Province laws or regulations are more stringent than the forms of the agreement, the State/ Province law or rule shall govern.

16. You may not assign this Agreement. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so for all Clients and/or intended beneficiaries.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Client's approval of Agreement is completed by means of PayPal invoice.

Inspector's Signature:



Date: Nov. 7, 2019

### DEFINITIONS:

1. Apparent Condition: Systems, components and conditions are rated as follows:

**SATISFACTORY** - Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.

**FAIR** - Indicates the component will probably require repair or replacement anytime within five years.

**POOR** - Indicates the component will need repair or replacement now or in the very near future.

**MAJOR ISSUES** - A system or component that is considered significantly deficient, inoperable or is unsafe.

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

2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.

3. Readily accessible systems and components: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.

4. Any component not listed as being deficient in some manner is assumed to be satisfactory.