

HOME INSPECTION CONTRACT

IF YOU HAVE NOT RECEIVED YOUR REPORT WITHIN 24 HOURS AFTER INSPECTION PLEASE CALL US!!

I (Client) hereby request a limited visual inspection of the structure at the address named on page 2 of this contract, for my sole use and benefit. I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract. I further warrant that I will read entire inspection report when I receive it and promptly call the inspector with any questions I may have.

SCOPE OF THIS INSPECTION: The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. **This inspection will be performed in accordance with the Standards of Practice as set forth by the State of Tennessee Home Inspection Licensing Program which is administered by the TN Commissioner of Commerce and Insurance.**

OUTSIDE THE SCOPE OF THE INSPECTION: Any area not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all risk for all conditions which are concealed from view at the time of the inspection. If inspection is for a limited number of systems or components, inspection is limited only to those systems or components.

Whether or not they are concealed, the following are outside the scope of this inspection:

- * Building code or zoning ordinance violations.
- * Geological stability or soil conditions.
- * Structural stability or engineering analysis.
- * Termites, cockroaches, rodents, pesticides, fungus.
- * Asbestos, radon, lead based paint, water or air quality, treated lumber, mercury, carbon monoxide, or similar environmental hazards.
- * Building value appraisal or cost estimates.
- * Condition of detached buildings, unless charged separately.
- * Pools or spas bodies and underground piping.
- * Low voltage electric systems (i.e. telephone lines, cable TV, etc.)
- * Company monitored fire or security alarms
- * Instrument testing of "Synthetic Stucco" systems
- * Determining if water supplies are public or private.
- * Subterranean sewage, water, or gas delivery systems
- * Operation of any gas devices with unlit pilot lights.
- * Any system or component that is shut down (i.e. water or electric systems, etc.), or does not respond to normal operating controls.
- * Operation of water softeners/purifiers or solar heating systems.
- Portions of furnace heat exchangers that are not visible.
- * Adequacy or efficiency of any system or component.
- * Prediction of the life expectancy of any item.
- * **Any other items not required to be inspected by the Tennessee State Home Inspector Program's "Standards of Practice"**

* THESE ARE NOT REQUIRED IN TENNESSEE

(Some of the above items may be included in this inspection for additional fees – check with your inspector)

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, Client must do so at Client's expense. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

CONFIDENTIAL REPORT: The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the inspection report.

ATTORNEY'S FEES: The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorney's fees, arbitrator fees and other costs.

SEVERABILITY: Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report a condition in question.

CONTRACT CONTINUES ON FOLLOWING PAGE 2

PAGE 1 of 2

THIS CONTRACT CONTAINS AN ARBITRATION CLAUSE...PLEASE READ CAREFULLY.

Printed Client's Name: _____

Address to Inspect: _____

Client's Primary Email Address: _____

Client's Most Reachable Phone No. _____

GENERAL INSPECTION FEE	(Full home inspection per State of Tennessee Standards of Practice)
RADON MEASUREMENT	
MOLD SAMPLING & LAB REPORT	
ADD FOR HOUSE OVER 30 YEARS OLD	
OTHER FEE	
TOTAL INSPECTION FEE	

DISPUTE RESOLUTION – ARBITRATION CLAUSE:

Any dispute, controversy, interpretation, or claims for, but not limited to, breach of contract, any form of negligence, fraud, or misrepresentation or any other theory of liability 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 Disputes of Construction Services, Inc. The decision of the arbitrator appointed thereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. CLIENT INITIALS x _____ (Required in Tennessee)

By signing below you acknowledge that you have read, understand and agree to the scope of the inspection and agree to all of the terms and conditions of this contract. You also agree to pay the fees listed above.

Client: x _____

Dated: x _____

Client: _____

Dated: _____

Inspector: *Gene Walshaw* TN H.I. License# 101

Dated: _____

IF YOU HAVE NOT RECEIVED YOUR REPORT WITHIN 24 HOURS AFTER INSPECTION PLEASE CALL US!!