



Inspection Agreement

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| Date: | Inspection Fee: |
| Client Name: | Address: |

THIS IS A LEGALLY BINDING CONTRACT SO PLEASE READ CAREFULLY

This inspection, along with any subsequent re-inspections of the property conditions are guidelines intended to provide the client with a better understanding of the property conditions, as observed at the time of inspection. It is not intended to reflect the value of the premises, nor make any representation as to the advisability of purchase. The report expresses the personal opinions of the inspector, based upon his visual impressions of the conditions that existed at the time of the inspection only. The inspection and report are not intended to be technically exhaustive, or to imply that every component was inspected, or that every possible defect was discovered. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation was performed. All components and conditions; which by the nature of their location are concealed, camouflaged or difficult to inspect are excluded from the report.

CONFIDENTIAL REPORT: The client understands the inspection and the entire inspection report is prepared for the Client's sole, confidential use. The client agrees that he/she will not transfer, disseminate or otherwise disclose any part of this inspection report to any other persons. The ONLY exceptions to this non-disclosure are as follows: (a) one copy may be provided to the current seller (b) one copy may be provided to the Real Estate Agent directly representing the Client and/or Client's lending institution for the use of the Client's transaction only. (c) one copy may be provided to the Attorney directly representing the Client. IN THE EVENT THAT ANYONE OR ANY ENTITY CLAIMS DAMAGES AS RESULT OF THE RELIANCE UPON THE INSPECTION REPORT AND SEEKS RECOMPENSE FOR SAID DAMAGES FROM QUALITY HOME INSPECTION. The client agrees to indemnify, defend and hold Gibbs Enterprises, LLC dba Quality Home Inspections and/or the inspector harmless from any third party claims arising out of Clients unauthorized distribution of the inspection report, including but not limited to, any claims caused by alleged negligence, breach of contract, fraud, misrepresentation, or any other theory of liability of the company.

SCOPE OF THE INSPECTION: In conducting a visual certified home inspection and reporting its findings, the qualified home inspector, at a minimum, shall inspect the condition of and shall describe in writing the composition/characteristics of the following readily accessible components and readily observable defects.

Systems in the home that are turned off, winterized, or otherwise secured so that they do not respond to normal activation using standard operating controls need not be put into operating condition. The home inspector shall state, in writing, the reason these systems or components were not tested.

Systems and conditions which are NOT WITHIN THE SCOPE OF THE BUILDING INSPECTION INCLUDE, BUT ARE NOT LIMITED TO: formaldehyde, lead paint, asbestos, toxic or flammable materials, and other environmental hazards; pest infestation, playground equipment, efficiency measurement of insulation or heating and cooling equipment, internal or underground drainage or plumbing, any systems which are shut down or otherwise secured; water wells (water quality and quantity) zoning ordinances; intercoms; security systems; heat sensors; cosmetics or building code conformity. Any general comments about these systems and conditions are informational only and do not represent an inspection.

The inspection report should not be construed as a compliance inspection of any governmental or non-governmental codes or regulations. The report is NOT INTENDED to be a warranty or guarantee of the present or future adequacy or performance of the structure, its systems, or their component parts. This report DOES NOT constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the property and it should not be relied upon as such. Any opinions expressed regarding adequacy, capacity, or expected life of components are general estimates based on information about similar components and occasional wide variations are to be expected between such estimates and actual experience.

Gibbs Enterprises LLC dba Quality Home Inspections certifies that their inspectors have no interest, present or contemplated, in this property or its improvement and no involvement with tradespeople or benefits derived from any sales

or improvements. To the best of our knowledge and belief, all statements and information in this report are true and correct.

DISPUTES: Should any disagreement or dispute arise as a result of this inspection or report, it shall be decided by arbitration and shall be submitted for binding, non-appealable arbitration to the Better Business Bureau in accordance with its arbitration rules then pertaining, unless the parties mutually agree otherwise. In the event of a claim, the Client will allow the Quality Home Inspections to inspect the claim PRIOR to any repairs or waive the right to make the claim. Client agrees not to disturb or repair or have repaired anything; which may constitute evidence relating to the complaint, except in the case of an emergency. In the case of emergency, please contact Quality Home Inspections at (757) 810-2064 for our staff to instruct what action needs to be taken to avoid any further damage.

ARBITRATION: It is agreed that any dispute, controversy, interpretation or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation 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 Inspection Disputes of Construction Arbitration Services, Inc. The decision of the arbitrator appointed hereunder shall be final and binding and judgement on the award may be entered in any court of competent jurisdiction. CLIENT UNDERSTANDS AND AGREES THAT ANY SUCH ARBITRATION, ALL OF THE LIMITATIONS OF LIABILITY PROVISIONS OF THIS AGREEMENT SHALL APPLY.

LIMITATION ON LIABILITY: The customer requests the visual inspection of the readily accessible areas of the structure. This inspection is LIMITED to visual observation existing at the time of the inspection. The customer agrees and understands that the maximum liability incurred by **The Inspector/Gibbs Enterprises, LLC dba Quality Home Inspections** for errors and omissions in the inspection shall be limited to the amount of the fee paid for the inspection. Such liability is herein set forth as liquidated damages and not as a penalty, and this liability shall be complete and exclusive. It is agreed that the company, its employees, officers, owners and heirs, are not in anyway insurers of the property inspected and that payments for the inspection services provided herein are based solely upon the value of those services., and it is not the intention of the parties that the company assume responsibility: (1) for any loss or damage sustained through burglary, theft, robbery, fire or other cause, or (2) for any loss occasioned by malfeasance or misfeasance in the performance of the services under this agreement, or (3) for any liability on the part of the company by virtue of this agreement or because of the relationship hereby established. The full inspection report will be sent to the client and/or buyer’s agent within 24 to 48 hours of the onsite inspection. (If this is a joint purchase, signee represents actual authority to sign for both parties.) **This inspection is being performed with the express knowledge that by receiving the delivery of the inspection report (via email, mail or in person) you are agreeing to the terms and conditions outlined above. if for any reason the contract is not signed, payment for the inspection fee and a copy of your inspection report will constitute acceptance of all terms and conditions of this agreement. a copy of this agreement will be included as an attachment with your report.**

SEVERABILITY: If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in full force and effect between the parties.

PAYMENT: PAYMENT IS EXPECTED AT THE TIME OF THE INSPECTION FOR THE SERVICES RENDERED. THERE WILL BE A 3% PROCESSING CHARGE ADDED TO ALL CREDIT CARD/DEBIT CARD TRANSACTIONS. IN THE EVENT YOUR CHECK IS NOT HONORED BY YOUR FINANCIAL INSTITUTION YOU WILL BE LIABLE FOR ANY COLLECTION EXPENSES AND A \$50.00 RETURNED CHECK CHARGE, IN ADDITION TO ANY FEES YOU MAY INCUR WITH YOUR FINANCIAL INSTITUTION. IF A PAYMENT ARRANGEMENT HAS BEEN AUTHORIZED PRIOR TO THE SERVICES RENDERED, A DELAYED PAYMENT FORM WILL BE PROVIDED FOR YOUR SIGNATURE. THE TERMS AND CONDITIONS OF THE DELAY IN PAYMENT ARE OUTLINED WITHIN THAT AGREEMENT. YOUR INSPECTION REPORT WILL NOT BE RELEASED UNTIL THE PAYMENT OR PAPERWORK HAS BEEN RECEIVED.

I have read and agree to the terms of this agreement

Date _____
Client/Representative/Agent

Date: _____
Inspector/Quality Home Inspections Representative