



Inspection Contract

CLIENT(S) : _____

INSPECTED PROPERTY ADDRESS : _____

THIS IS A BINDING CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING.

1. THE SCOPE OF THE INSPECTION

CONTRACTED SERVICES ARE MARKED: HOME INSPECTION: FULL PARTIAL (COMPONENTS INSPECTED ARE MARKED ON THE KEY PAGE);

WOOD DESTROYING INSECT; WELL/SEPTIC TEST;

WATER TESTS-- BACTERIA, LEAD, NITRATE- NITRITE; OTHER: _____

THE CLIENT, NAMED ABOVE, AGREES TO ENGAGE AND PAY EXPERT HOME INSPECTIONS, LLC TO PERFORM THE INSPECTIONS AND/OR TESTS LISTED ABOVE. CLIENT UNDERSTANDS AND AGREES THAT THIS IS A **LIMITED, GENERAL, VISUAL** INSPECTION. CLIENT AGREES THAT THIS INSPECTION RELIES ON VISIBLE EVIDENCE **AT THE TIME OF THE INSPECTION**. THE INSPECTOR IS NOT A LICENSED ENGINEER OR TECHNICIAN, THEREFORE, NO MEASURING OR CALCULATING FOR ANY REASON IS PERFORMED. NO DESTRUCTIVE DISMANTLING OF ANY COMPONENT WILL BE DONE DURING THE EVALUATION. NO PERSONAL POSSESSIONS AT THE PROPERTY WILL BE MOVED. NO AREAS AT THE PROPERTY WHICH MAY BE INACCESSIBLE OR WHICH WOULD ENDANGER THE HEALTH OR SAFETY OF THE INSPECTOR WILL BE ENTERED. ANY DEFECT WHICH IS HIDDEN BY ANYTHING IS NOT INCLUDED IN THIS REPORT. ONLY ITEMS MARKED ON THE REPORT WILL BE CONSIDERED INSPECTED AND PART OF THE REPORT. WHEN FURTHER EVALUATION IS RECOMMENDED, IT IS THE CLIENT'S RESPONSIBILITY TO ARRANGE THAT SERVICE FROM THE APPROPRIATE TECHNICIANS IS COMPLETED AT CLIENT'S EXPENSE. THE TERM 'APPEARS SERVICEABLE' SHALL MEAN THAT NO EVIDENCE OF FAILURE OR DAMAGE WAS VISIBLE AT THE TIME OF THE INSPECTION.

THE INSPECTION: **IS THE INSPECTION COMPANY'S GOOD FAITH OPINION OF THE CONDITION OF THE MAJOR SYSTEMS INSPECTED OR TESTED ON OR IN THE PROPERTY AT THE TIME OF THE INSPECTION;** IS NOT A TECHNICALLY EXHAUSTIVE TESTING PROCEDURE; IS NOT TO BE CONSTRUED AS A WARRANTY, WRITTEN OR IMPLIED, OR GUARANTEE OF ANY KIND; IS NOT A CODE COMPLIANCE INSPECTION.

LIMITED ACCESS, WHEN MARKED IN THE REPORT, MEANS THAT A COMPLETE VISUAL INSPECTION WAS NOT POSSIBLE DUE TO THE INSPECTORS INABILITY TO COMPLETELY ACCESS THE AREA EITHER DUE TO SIZE RESTRICTIONS OR THE POSSIBILITY OF CAUSING DAMAGE WHILE TRYING TO ENTER THE AREA. CLIENT UNDERSTANDS THAT THE INSPECTION COMPANY ASSUMES NO RESPONSIBILITY FOR ACCURATELY REPORTING THESE AREAS.

TEST SAMPLES ARE SENT TO AN INDEPENDENT LABORATORY FOR ANALYSIS.

THIS COMPANY DOES NOT COMMENT ON THE CORRECTNESS OF INSTALLATION OF ANY COMPONENT FOUND AT THE PROPERTY DUE TO A DIVERSE NUMBER OF MANUFACTURERS AND THEIR RECOMMENDED INSTALLATION METHODS.

CLIENT FURTHER AGREES THAT IN CASE OF AN ERROR OR OMISSION ON THE REPORT, LIABILITY ON THE PART OF THE INSPECTION COMPANY IS LIMITED TO A REFUND OF TEN PERCENT OF THE INSPECTION FEE OR FIFTY DOLLARS WHICHEVER IS GREATER, AS THE EXCLUSIVE REMEDY AND THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY TO LOSS, DAMAGE OR INJURY IRRESPECTIVE OF CAUSE OR ORIGIN, WHICH RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE OF THE INSPECTION COMPANY ITS AGENTS OR EMPLOYEES.

CLIENT FURTHER AGREES THAT ANY LEGAL ACTION(S) SHALL BE VENUED TO TIPPECANOE COUNTY, INDIANA.

2. THE GOAL

THE GOAL OF THIS INSPECTION IS TO IDENTIFY POTENTIALLY SIGNIFICANT EXPENSES THAT WOULD AFFECT A TYPICAL PURCHASER'S BUYING DECISION. WE STRIVE TO ADD SIGNIFICANTLY TO YOUR KNOWLEDGE OF THE BUILDING, WITHIN THE SCOPE OF THE INSPECTION. WE MAY NOT BE ABLE TO TELL YOU EVERYTHING ABOUT THE PROPERTY, BUT OUR REPORT WILL PUT YOU IN A MUCH BETTER POSITION TO MAKE YOUR DECISION.

EMPHASIS IS PLACED ON MAJOR EXPENSES. WHILE SOME OF THE LESS IMPORTANT DEFICIENCIES ARE ADDRESSED, AN ALL INCLUSIVE LIST OF MINOR BUILDING FLAWS IS NOT PROVIDED.

SHOULD YOU HAVE ANY QUESTIONS ABOUT THE PROPERTY OR MAINTENANCE OF THE PROPERTY IN THE FUTURE, WE WOULD BE HAPPY TO ANSWER THESE. THERE IS NO FEE FOR THIS TELEPHONE CONSULTING.

3. THE STANDARDS

THE INSPECTION IS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE AMERICAN SOCIETY OF HOME INSPECTORS AND THE STATE OF INDIANA.

THE WOOD DESTROYING INSECT REPORT IS PERFORMED IN ACCORDANCE WITH THE STATE CHEMIST STANDARDS.

THE REPORT IS A PROFESSIONAL OPINION BASED ON A VISUAL EVALUATION OF THE ACCESSIBLE FEATURES OF THE BUILDING. WITHOUT DISMANTLING THE HOUSE OR ITS SYSTEMS, THERE ARE LIMITATIONS TO SUCH AN INSPECTION. THROUGHOUT ANY INSPECTION, INFERENCES ARE OFTEN DRAWN WHICH CANNOT BE CONFIRMED BY DIRECT OBSERVATION. THEREFORE, IT SHOULD BE UNDERSTOOD THAT WE CAN REDUCE THE RISK OF PURCHASING; HOWEVER, WE CANNOT ELIMINATE IT, NOR DO WE ASSUME IT.

4. WRITTEN INSPECTION REPORT

A WRITTEN INSPECTION REPORT SHALL BE FURNISHED TO THE CLIENT. THE INSPECTION COMPANY AND CLIENT AGREE THAT THE INSPECTION REPORT WILL NOT BE DISCLOSED TO ANY THIRD PARTY UNLESS EXPLICIT, WRITTEN PERMISSION IS GIVEN BY THE INSPECTION COMPANY EXCEPT THAT THE CLIENT MAY GIVE ONE COPY TO THE REAL ESTATE AGENT REPRESENTING THE CLIENT IN THIS TRANSACTION.

CLIENT AGREES TO READ THE REPORT IN ITS ENTIRETY.

NO VERBAL REPRESENTATIONS SHALL IN ANY WAY MODIFY THE WRITTEN REPORT.

CHANGES OR ADDENDUMS TO THE REPORT MAY BE MADE AS NECESSARY IN WRITTEN FORM BY THE INSPECTION COMPANY.

5. ENTIRE AGREEMENT

THE PARTIES UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT AND SHOULD BE CONSIDERED CAREFULLY BEFORE SIGNING. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CLIENT AND THE INSPECTION COMPANY. ANY AMENDMENTS OR MODIFICATIONS OF THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE SIGNED BY ALL OF THE PARTIES HERETO, OR THEIR SUCCESSORS IN INTEREST.

IF ANY PROVISION OF THIS AGREEMENT SHALL BE DEEMED UNENFORCEABLE BY A LEGAL AUTHORITY, ALL OTHER PROVISIONS SHALL REMAIN IN EFFECT.

6. RIGHT OF CONSULTATION

THE PARTIES AGREE TO CONSULT TOGETHER IN WRITING IN THE EVENT OF ANY DISPUTE. FAILURE TO DO SO SHALL WAIVE THE RIGHT TO ANY FURTHER ACTIONS AGAINST THE OTHER PARTY.

7. RIGHT OF REINSPECTION

IF THE CLIENT DOES REPAIR OR REPLACE A COMPONENT OF THE PROPERTY WHICH CLIENT CLAIMS WAS NOT ADEQUATELY REPORTED BY THE INSPECTION COMPANY IN THIS REPORT, AND THE INSPECTION COMPANY IS NOT NOTIFIED IN WRITING AND GIVEN TEN WORKING DAYS FROM RECEIPT OF WRITTEN NOTICE TO REINSPECT THE DISPUTED COMPONENT PRIOR TO REPAIR OR REPLACEMENT, THEN CLIENT WAIVES ANY AND ALL ACTIONS AGAINST THE INSPECTION COMPANY.

8. ARBITRATION

THE PARTIES AGREE TO ARBITRATE ANY DISPUTE, EXCEPT FOR THE COLLECTION OF FEES, WHICH MAY ARISE OUT OF THE PERFORMANCE OF THIS AGREEMENT IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. A WRITTEN DEMAND FOR ARBITRATION SHALL BE FILED WITH THE AMERICAN ARBITRATION ASSOCIATION AND THE OTHER PARTY. **ANY SUCH CLAIM SHALL BE WAIVED UNLESS THE DEMAND FOR ARBITRATION SHALL BE MADE WITHIN SIX MONTHS FROM THE INSPECTION DATE.** THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES IN ACCORDANCE WITH INDIANA LAW. ARBITRATION SHALL BE HELD IN MARION COUNTY IN INDIANA.

9. EXCLUSIONS

SPECIFICALLY EXCLUDED FROM INSPECTION ARE THE FOLLOWING: WATER SOFTENERS/ PURIFIERS; PLAYGROUND EQUIPMENT; GYM/EXERCISE EQUIPMENT; HUMIDIFIERS/DEHUMIDIFIERS, ELECTRONIC AIR FILTERS, SOLAR EQUIPMENT, ELECTRICAL LOAD TESTING, 240 VOLT CIRCUIT TESTING, AND KITCHEN APPLIANCES. HOT WATER HEATING SYSTEMS AND STEAM HEATING SYSTEMS ARE NOT OPERATED DURING WARM WEATHER MONTHS.

NOT INCLUDED IN THE INSPECTION UNLESS OTHERWISE CONTRACTED FOR ARE CARBON MONOXIDE TESTING, POOL/SPA, WELL/SEPTIC, WATER TESTS, TERMITE, ASBESTOS, MOLD/FUNGUS TESTING AND RADON.

10. LEGAL FEES

IN THE EVENT THAT ANY LEGAL ACTION IS BROUGHT BY THE CLIENT AGAINST THE INSPECTION COMPANY EITHER AS SINGLE DEFENDANT OR AS ONE OF MULTIPLE DEFENDANTS AND JUDGEMENT IS FOR THE INSPECTION COMPANY OR THE INSPECTION COMPANY IS JUDGED NOT LIBEL, THEN CLIENT SHALL PAY TO THE INSPECTION COMPANY THREE HUNDRED DOLLARS IN ADDITION TO ANY AND ALL LEGAL FEES AND/OR OTHER EXPENSES INCURRED BY OR ON BEHALF OF THE INSPECTION COMPANY BECAUSE OF SUCH LEGAL ACTION, AS WELL AS, ANY LEGAL FEES INCURRED FOR COLLECTION OF THESE FEES.

11. INSPECTION FEE

TOTAL FEE FOR THIS INSPECTION: \$ _____

CLIENT(S)' AND INSPECTION COMPANY REPRESENTATIVE'S SIGNATURE BELOW INDICATES UNDERSTANDING OF AND AGREEMENT TO ALL PROVISIONS IN THIS CONTRACT.

SIGNED _____ **DATE** _____
(INSPECTOR)

SIGNED CLIENT _____ **DATE** _____

SIGNED CLIENT _____ **DATE** _____