

Home Check Inspection Services, LLC

CONTRACT FOR LIMITED RESIDENTIAL ENERGY AUDIT READ THIS DOCUMENT CAREFULLY BEFORE SIGNING

1. **Engagement.** I (Client) request Home Check Inspection Services, LLC (Inspector) to conduct a limited residential energy audit of the property located at the address identified at the bottom of this contract (Property). I agree to read the entire Energy Audit Report when I receive it and promptly call the Inspector with any questions.
2. **Purpose and extent of the inspection.** The energy audit consists of Client interviews and further evaluations and tests to determine:
 - air flow requirements;
 - extent of air leakage;
 - location of air leaks;
 - HVAC ductwork condition and leakage; and
 - combustion appliance zone requirementsResults of the inspection and testing will be used to identify energy conservation measures (ECMs) that can reduce home energy consumption.
3. **What tests will be performed.** Inspector may perform a number of tests. Some common tests are:
 - ✓ *Visual Inspection*
To help evaluate insulation, runoff, status of mechanical systems and other readily apparent energy conservation concerns.
 - ✓ *Blower Door Testing*
To help determine home air filtration around windows, doors, garages, access panels, etc. as well as to determine HVAC ductwork leaks.
 - ✓ *Infrared Thermal Imaging*
To help locate temperature differences in areas of the home due to poor insulation, excess moisture or high electrical loads.Other tests may be performed depending on the condition and construction of the home, the scope of the inspection, and the utilities and appliances in use. Inspector will conduct no destructive testing or dismantle any system, walls, floors, ceilings, or any component of the house without specific authorization from Client. **However, Client acknowledges that testing can reveal, dislodge or result in infiltration into the home of substances currently in enclosed spaces. Items such as dirt, mold spores, odors, moisture, or insulation fibers could leak out of walls or crawl spaces. Client assumes all risks related to infiltration of any substance as a result of testing.**
4. **Limitations of testing.** While Inspector will endeavor to detect problems with air quality, exhaust and ventilation, combustion appliances, the building shell and thermal envelope, moisture control and plumbing, not all deficiencies can be identified. Changes in household use, exterior temperature and humidity and other environmental factors may limit testing results. The inspection is being performed on the Property "as built" and is not intended to verify the compliance of the Inspected Items with any plans, blueprints or other specifications.
5. **The written energy audit report.** The written energy audit report will contain a summary of the visually observable conditions of the Property, the results of all tests performed, findings of the audit as well as an action plan for improving the energy efficiency of the home. The report identifies energy efficiency concerns and issues with recommendations for improvement but is not a guaranty that any target or specific improvement will be achieved. The report is not a guaranty that every ECM has been identified. Every home is different and presents unique energy efficiency challenges. Implementation of ECMs varies and the materials, methods and quality of work may all affect the benefits of any particular ECM.
6. **Utilities.** Client is responsible for making all necessary arrangements for utilities to be on at the time of inspection, and for making all necessary arrangements with property owners and occupants to allow Inspector to legally and safely enter the property to conduct the inspection. If utilities are not on during the inspection, Inspector will conduct as much of the inspection as can be done during the appointment. Client will be responsible for additional fees if Inspector must return to complete the inspection because utilities were not available.
7. **Implementation of Energy Conservation Measures.** This Inspection is to identify energy conservation measures (ECMs) that may improve the energy efficiency of the home. Inspector will not implement any ECM as part of this agreement. Client is responsible for retaining contractors to implement any ECM in accordance with all applicable licensure, zoning or other laws or regulations. Inspector may provide a list of potential contractors to implement an ECM but any such list is not an endorsement or guaranty of the contractor or the work performed.
8. **Follow Up Testing.** Inspector may provide follow up testing for the purposes of evaluating additional concerns raised by Client or to evaluate the results of the implementation of any ECM. Any such follow up testing may be subject to additional fees or costs.
9. **Participation by the Client.** Inspector encourages Client to participate in the inspection of the Property, however, Inspector is not liable for any injury to the Property caused by Client during the inspection. Neither is Inspector liable for any injury to Client or Client's personal property that Client may suffer during the inspection either as a result of the condition of the Inspected Items, Client's use of Inspector's tools and equipment or any injury not the direct result of the actions of Inspector.
10. **Client's Responsibilities.** Inspector urges Client to independently ascertain the age of items such as

roofing, equipment and appliances and any known problems or defects in the property. Client is urged to check with local governmental jurisdictions regarding the presence and status of permits pulled for any work done on the house.

11. **Use of the report.** The written report is for the use and benefit of the Client only and may not be relied upon by any person other than the Client. Notwithstanding the foregoing, Inspector reserves the right to inform owners, occupiers, real estate agents, contractors and any other person who may come in contact with the property of any dangerous condition of the Property.
12. **Payment of Fees.** Client agrees to pay all inspection fees at the time of inspection, unless other arrangements have been made in advance. Acceptable forms of payment include cash, money orders, and personal checks.
13. **Cancellation.** If Client cancels the inspection on less than twenty-four (24) hours notice, Client will be entitled to a refund of two-thirds (2/3) of the inspection fee, the remainder shall be considered a non-refundable cancellation fee.
14. **Statute of Limitations / Notice.** Any dispute, controversy or claim arising out of the inspection, the inspection report or this Agreement must be in writing and delivered by certified mail to Inspector within one (1) year from the date of the inspection, or will be deemed waived and forever barred. Repairs and replacement of items that form the substance of any complaint done prior to consultation with and re-inspection by Inspector absolves Inspector of all liability with respect to that complaint (except in the event that immediate emergency repairs must be completed to protect the safety of the property and occupants).
15. **Refund of fees.** Client's acceptance of, or cashing of, a check from Inspector for any partial or complete

refund of inspection fees constitutes a complete release of Inspector's liability for any and all aspects of the inspection, past, present and future.

16. **Maximum liability of Inspector.** *Client agrees that the maximum liability of Inspector, Inspector's principals, agents and employees for any loss, error, omission, injury or damage resulting from the inspection, for breach of this Contract, or is otherwise at fault in the performance of any duty or responsibility under this contract shall be limited to the dollar amount of the inspection fee paid by Client under this contract but specifically excluding any direct costs of Inspector related to the inspection of the Property, including travel or fees paid for additional services. Client assumes the risk of all losses greater than the fee paid by Client and agrees to accept a refund of the fee as full settlement of any and all claims arising out of the performance of this contract.*
17. **Dispute Resolution.** Any dispute, controversy or claim arising out of the inspection, the inspection report or this Agreement, shall first be submitted to mediation in Washington County, Tennessee, by a Rule 31 Mediator as that term is defined in Rule 31 of the Tennessee Rules of the Supreme Court. After the results of mediation are known, either party may file a suit or claim in any court of competent jurisdiction in the State of Tennessee.
18. **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.

Total Inspection Fee: \$ _____

Agreement to these terms and conditions.

Client's signature on this document represents their agreement to be bound to its terms and conditions. Client's acceptance of the report and/or Inspector's receipt of payment of fees constitutes Client's agreement to be bound to the above terms and conditions,

CLIENT:

Signature

Name (print): _____

Date: _____

Address of Property:

