

Home Check Inspection Services, LLC

Michael D. Ray, Inspector (423) 791-1264; www.homecheckinspect.net; homecheckinspect@comcast.net
3 S. Foxxborough Lane Johnson City, TN 37604



CONTRACT FOR LIMITED INSPECTION OF RESIDENTIAL PROPERTY READ THIS DOCUMENT CAREFULLY BEFORE SIGNING

- 1. Engagement.** I, John Doe, request Home Check Inspection Services, LLC (Michael D. Ray, Inspector) to conduct a limited visual inspection of the property located at the address identified at the bottom of this contract (Property). I agree to read the entire Inspection Report when we receive it and promptly call the Inspector with any questions.
- 2. Purpose and extent of the inspection.** *This is a limited visual inspection for the purpose of identifying general systems and components of the Property that are in need of immediate major repair.* Inspector will not move items of personal property, debris, furniture, equipment, carpeting, insulation or other materials that obstruct access to, or visibility of, any part of the Property. Inspector will conduct no destructive testing or dismantle any system, walls, floors, ceilings, or any component of the house. ***Client assumes all risks for conditions that are hidden, concealed, or inaccessible at the time of inspection. No house is perfect. Expect problems; they will occur.***
- 3. What will be inspected.** The following items will be visually inspected, to the extent they are accessible (Inspected Items):

✓ Structural System	✓ Heating System
✓ Exterior	✓ Air Conditioning Systems
✓ Roof System	✓ Insulation and Ventilation
✓ Plumbing System	✓ Fireplaces and Solid Fuel
✓ Electrical System	Burning Appliances

All as specifically detailed in the Standards of Practice and Code of Ethics of the American Society of Home Inspectors (Standards), which is specifically incorporated herein as if set forth verbatim at this point, a copy of which is attached to, or provided with, this contract. The Standards are also available online at www.ashi.com.
- 4. What will not be inspected – limitations & exclusions.** Those items in the Standards and which are listed under General Limitations and Exclusions are incorporated into this contract and are limited and/or excluded from the inspection.
- 5. Standards for the inspection & report.** The inspection and the report will be conducted in accordance with the Standards. 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. The written report will contain a summary of the visually observable conditions of the Inspected Items on the date and time of the report. Inspector shall not be liable to Client for conforming to any other standards of conduct or inspection, regardless of any other experience, licensure or expertise possessed by the Inspector.
- 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. 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.
- 8. 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.
- 9. Report is not a guaranty.** Inspector’s written report is not a guaranty, home warranty, or insurance policy regarding the adequacy, performance, or life expectancy of any Inspected Item, or that all problems with any particular Inspected Item will have been discovered or reported. Inspector does not insure against any defects or deficiencies not contained in the inspection report and subsequently discovered. Inspector cannot certify repairs or other work done on the Property. Inspector is acting only as a home inspector pursuant to Title 62, Chapter 6, Part 3 of the Tennessee Code and is not providing services pursuant to any other licensure or accreditation which the Inspector may possess.
- 10. Use of the report.** The written report is for the use and benefit of the Client only. Client should use this

report to understand the condition of the items listed in Section 3 of this contract. It is Client's responsibility to seek repair or replacement of Inspected Items identified either by Client or Inspector as being defective before closing and to perform a walk-through of the property prior to closing. The written report may not be relied upon by any person other than the Client, including any other party or related party involved in a sale of the Property such as real estate agents, mortgage brokers, and lenders. Inspector's written report is not a substitute for any Residential Property Disclosures required to be made by Title 66, Chapter 5, Part 2 of the Tennessee Code. 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.

11. **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.
12. **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.
13. **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).

14. **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.
15. **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 in the event Inspector is negligent, is in 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.*
16. **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.
17. **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: \$ xxx

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 John or Mary Doe or Representative

Date: January 12, 2010

Property: Doe Lane
Johnson City, Tennessee