

## **Agreement for Home Inspection Services**

(A copy of this agreement should be given to client at inspection if client is present)

For and in consideration of the terms of this agreement for Home Inspection Services Tri-State Home Inspection, Inspector, and , Client, agree to the following:

1. The purpose and scope of this inspection is to provide the *Client* with a better understanding of the property's condition as observed at the time of the home inspection.
2. The *Inspector* agrees to perform a visual inspection of the subject property and to provide the *Client* with a written report identifying visually observable major deficiencies of the inspected systems and components that exist at the time of the inspection. The written report will include the following systems only. *STRUCTURAL, EXTERIOR, ROOFING, PLUMBING, ELECTRICAL, HEATING, CENTRAL AIR CONDITIONING, GENERAL INTERIOR, INSULATION, VENTILATION, FIREPLACES AND SOLID FUEL BURNING APPLIANCES.*
3. The inspection and the report will be performed according to the standards of the American Society of Home Inspectors (ASHI®), and the terms in this agreement shall have the same meaning given them in the ASHI Standards. A copy of the ASHI® standards will be provided at the client's request. The inspection and the report are performed and prepared for the sole, confidential and exclusive use and possession for the *Client*. The *Inspector* accepts no responsibility for the use or misinterpretation by third parties.
4. Systems and items which are *excluded* from the inspection include, but are not limited to the following: recreational playground facilities, geological and soil conditions, sprinkler systems (fire and lawn), solar systems, water wells, below grade septic and drainage systems, forced air furnace heat exchangers, hard wired smoke detectors, wiring not part of the primary electrical distribution systems (including but not limited to: intercoms, telephone, cable TV, low voltage wiring, security systems, audio and computer systems) appliances including portable air conditioning units, and items considered to be cosmetic. Any comments regarding excluded systems and items are for information only and are not part of the inspection. The presence or absence of pests including visible wood destroying insects is excluded from this inspection, except where noted for informational purposes. The *Client* is urged to contact a reputable and licensed specialist if identification and extermination of the excluded pests is desired.
5. The *Inspector* is not required to move personal property, debris, furniture, equipment, and carpeting or like materials which may impede or limit visibility. Concealed or latent defects are excluded from the inspection. Equipment and systems will not be dismantled. The inspection is not intended to be technically exhaustive, nor is it a compliance inspection for any governmental codes or regulations.
6. The inspection and the report do not address, and are not intended to address, the possible presence of, or danger from asbestos, microbial growth, radon gas, lead-based paint, urea formaldehyde, soil contamination, absence, presence, or condition of buried oil storage

tanks, pesticides, toxic or flammable chemicals, water or airborne related illness or disease, and all other similar or potentially hazardous substances and conditions. The *Client* is urged to contact a competent specialist if information, identification or testing of the above is desired.

7. Neither the inspection nor the inspection report is a warranty, expressed or implied, regarding the adequacy performance, or condition of any inspected property, system, or item. Client acknowledges that the condition of inspected property, system or item, is subject to change after the report is issued. The inspection and report are not intended to reflect the value of the premises or to make any representation as to a recommendation or non-recommendation of purchase or suitability of use. The inspection and report are only intended to express the opinion of the inspector based on a visible inspection of accessible portions of property, systems and items of existing conditions, at the time of inspection.
8. The parties agree that the maximum liability for the *Inspector* arising from the failure to perform any of the obligations stated in this agreement *SHALL NOT EXCEED THE FEE PAID FOR THE INSPECTION*.
9. Payment is due upon completion of the on-site inspection, unless other arrangements are made.
10. This agreement represents the entire agreement between the *Inspector* and the *Client*. No change or modification shall be enforceable against either party unless such change or modification is in writing and signed by all parties. This agreement shall be binding and enforceable by the parties, and their heirs, executors, administrators, successors, and assigns.
11. Any matter concerning the interpretation of this Agreement, the Inspection Report or any claim based upon either of them shall be subject to mediation between the *Inspector* and the *Client* or failing such mediation shall be resolved by arbitration accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, except for the rules pertaining to the arbitrator selection. The three (3) arbitrators should have knowledge of the home inspection industry and one arbitrator must be a member of ASHI® or Arkansas Association of Real Estate Inspectors (AAREI) with at least five (5) years of Home Inspection experience.

*Client* has read this entire Agreement and accepts and understands this *Agreement* as hereby acknowledged with the receipt of this report, whether signed or not.

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Client

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Date

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Inspector

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Date