



## Inspection Agreement

Client \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Inspected property address \_\_\_\_\_

This agreement made this date \_\_\_\_\_, by and between Brookfield Homes LLC, (dba: The Insider Home Inspection, hereinafter "Inspector") and the above named and undersigned (hereinafter Client) collectively referred to herein as "parties". Inspector will perform a limited visual inspection of the above mentioned property at the request of the client.

**Visual Inspection Definitions and Limitations.** The purpose of the inspection is to examine and report upon the general condition of the interior and exterior components of the home and its systems which existed at the time of the inspection and which are evident to the inspector upon normal visual observation. The inspection will include examination of: grounds, building exterior, roof and drainage system, chimney, garage, attached decks, patios, porches, carports, heating, ventilation, air conditioning systems, fireplaces, plumbing system, electrical system, interior, insulation and ventilation, attic, structural system, visible foundation, crawlspace, doors, windows, room-by-room walls, ceilings, floors.

Any area of property that is not exposed to view, is concealed, or is inaccessible because of soils, walls, wall coverings, floors, floor coverings, ceilings, furnishings or any other thing, is not included in the inspection. Any area of the structure or property which in the opinion of the inspector may not be accessed safely, is not included in the inspection. Client agrees to assume all risk for all conditions concealed from view or inaccessible at time of the inspection. The inspection is not technically exhaustive and no part of the structure or its components will be dismantled. The following areas, items, systems, and components are not included in the scope of inspection:

Repair cost estimates/adequacy or efficiency of any system component/ Detached structures, unless specifically noted/ prediction of life expectancy of any item or system/ latent or concealed defects/ cosmetic flaws and defects/ structural, geological, soil, wave action, hydrological stability, survey, engineering, analysis or testing/ soil condition/ termites or other wood destroying organisms, rodents, or pests/ dry rot, fungus or damage from pests or organisms/ radon gas (unless radon testing is contracted for) asbestos, lead paint, mold, urea formaldehyde, toxic or flammable chemicals. water or air quality, PCBs or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste or other environmental or health hazards/ swimming pools, spas, hot tubs, saunas, steam baths, fountains, or other related systems, components/ water softeners, purifiers/ private water or sewage systems/ seawalls, docks, davits, boat lifts, or other marine equipment/ radio controlled devices/ telephone, cable TV systems/ automatic gates/ elevators, lifts, dumbwaiters/ thermostatic or time lock controls/ radiant heat systems/ furnace heat exchanger/ solar heating or power systems/ heat pump recovery units/ firepits, barbecues, gas heaters or lamps/ main gas shut off valve/ gas leaks/ flood zone or flood history determination/ building code or zoning violations/ boundaries, easements, right of ways/ freestanding appliances and buildings or sheds/ security system/ fire safety/ sprinkler system/ window coverings/dismantling building parts or components/ low voltage and landscape lighting/ odors, noise, adverse conditions which may affect desirability of property/ proximity of railroad tracks or airplane routes/ unique or technically complex systems or components/ recalls or callbacks of any kind.

The inspection and report are not a guarantee or warranty that items inspected are defect free or that concealed defects do not or will not exist. Problems may exist or arise in the future without indications being visible during inspection.

Nothing in the inspection report, or any verbally expressed opinion of the inspector, may be deemed to be advice to the Client to purchase or not purchase the property. Any verbal comments made by Inspector regarding the condition of any aspect of the property are considered to be informal and informational and not part of the inspection and Inspector may not be held liable for any such comments. The inspection report is intended for the sole use of the Client and shall not be disclosed to any person or persons other than those authorized by the Client.

**Disputes.** Client agrees that claim of failure to accurately report visually observable defects shall be made in writing and reported to Inspector within ten business days of discovery. Client agrees that with exception of emergency conditions, Client or his agent, employees, or contractors will not alter or repair claimed discrepancy prior to a reinspection by Inspector. Client agrees that failure to comply with above stated conditions will constitute a waiver of any and all claims for failure to accurately report the condition in question.

**Limitation Of Liability.** The Inspector is not an insurer, and it is agreed that the payment for the inspection is based solely on the value of the service provided by the Inspector in the performance of a limited visual inspection and production of a written inspection report. It is therefore agreed that the Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies, nor does the Inspector assume liability for property damage or personal injury as a result of unreported defects or deficiencies existing at the time of the inspection or arising in the future. If any liability occurs to the Inspector arising from this agreement or from Inspector's performance pursuant to this agreement, such liability will be limited to a sum equal to the fee charged for the inspection service, and shall be paid as liquidated damages and not as penalty, and this liability shall be exclusive.

**Arbitration.** Client and Inspector agree to first attempt to resolve informally any dispute which may arise from this Agreement or from the performance pertaining to this Agreement. Should such informal attempts fail, parties agree to resolve any such dispute by submittal of dispute to Arbitration Solutions of Alabama, in accordance with rules and procedures for arbitration of home inspection disputes. The decision of the appointed arbitrator shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. Parties agree that in any such arbitration, all limitation of liability provisions of this agreement shall be in force.

**Severability and Attorney's Fees.** If any part of this Agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining items shall remain in full force and effect. The prevailing party in any dispute arising from this Agreement shall be awarded all reasonable attorney fees or arbitrator fees and related costs.

**Entire Agreement.** This agreement represents the entire agreement between the parties. No oral agreements or understandings shall modify or amend any part of this agreement unless such amendments are in writing and are signed or initialed by the parties. This Agreement shall be binding to the parties and their spouses, heirs, executors, successors or representatives of any kind. Client agrees that if Client is not present at time of inspection or does not sign this Inspection Agreement that this Agreement will become part of the Inspection Report and delivery of the report to Client by mail, in person, or by internet will constitute acceptance of all terms and conditions of this Agreement.

**Payment.** Client agrees that inspection fee will be the amount specified in this Agreement and that the fee is due and payable upon completion of the inspection and that the fee does not include a reinspection fee.

**Inspection Fee** \$ \_\_\_\_\_

**Authorization.** I, the undersigned, have read this agreement in its entirety and understand and agree to all the terms, conditions, and provisions herein, and authorize the Inspector to complete an inspection at the address specified in this Agreement.

Client \_\_\_\_\_ Date \_\_\_\_\_

Inspector \_\_\_\_\_ Date \_\_\_\_\_

If client wishes to authorize Inspector to release Inspection Report to any other party, please indicate with initials and name of other party.

Client initials \_\_\_\_\_ Name of other party \_\_\_\_\_