

The address of the property is: _____.

Fee for the inspection is \$ _____. INSPECTOR acknowledges receiving a deposit of \$ _____ from CLIENT.

THIS AGREEMENT made this _____ day of _____, 20____, by and between

_____ (hereinafter "INSPECTOR") and the undersigned ("CLIENT"), collectively

referred to herein as "the parties." The Parties understand and voluntarily agree as follows:

1. INSPECTOR agrees to perform a limited visual inspection of the home/building and to provide CLIENT with a written report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
2. The inspection of the subject property shall be performed by Inspector for the Client in accordance with the Standards of Practice as set forth by the Louisiana State Board of Home Inspectors (LSBHI). The purpose of the inspection is to identify and disclose to the client **major deficiencies and defects** of the systems and components of the subject premises, which are **visually observable at the time of the inspection**. The Inspection Report shall provide the Client with a better understanding of the property conditions as observed at the time of the home inspection. Although minor problems may be mentioned, the report *will not* attempt to list them all. The inspection will consist of only a **visual analysis of major systems and components** of the property and comment on those that are in need of immediate repair, replacement, or further evaluation by a specialist. The inspection is not technically exhaustive. The Inspection Report contains information that may or may not be mentioned or discussed during any verbal discussion of the findings of the Inspector. It is agreed that no claim shall be made against Inspector or the Inspection Company for any verbal representations, which are inconsistent with or not contained in the Inspection Report. **PLEASE READ THE REPORT CAREFULLY!**
3. The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. INSPECTOR'S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law.
4. **INSPECTION EXCLUSIONS:** Inspection exclusions are based upon the Standards of Practice of the LSBHI, applicable State and local agencies and general industry standards. This is not intended to be a technically exhaustive list, and additional exclusions may apply. The following items are excluded from any inspection performed by Inspector on the subject property:
 - a. Hidden or latent defects;
 - b. The presence of pests, termites, wood damaging organisms, rodents, or insects;
 - c. Detached buildings (other than garages and carports), walkways, driveways, fencing, swimming pools, spas, underground plumbing or sprinklers, water softeners/purifiers, and other components or structures not attached to the premises, unless specifically agreed upon in writing by both parties;
 - d. Inspecting for, reporting on, or testing for the presence of asbestos, radon gas, lead paint, urea formaldehyde, contaminated drywall (sometimes referred to as "Chinese drywall"), soil contamination, potentially dangerous chemical substances, mold, mildew, algae, bacteria, air quality, water quality or other potential environmental hazards; however, if, during the course of inspecting other components, the inspector discovers what appears to be evidence of potential mold or microbial growth, such evidence shall be reported.
 - e. Building code or zoning ordinance compliance or violation;
 - f. The strength, adequacy or efficiency of any design or installation process of any system, component or other feature of the subject property.
 - g. Structural stability, engineering analysis, geological stability or soil conditions;
 - h. A prediction of future conditions or life expectancy of systems or components;
 - i. The causes of the need for a repair, or the methods, materials and costs of a repair;
 - j. The marketability, insurability, or market value of the property, building or property measurements, or the advisability or inadvisability of purchase of the property;
 - k. Any system or component excluded or not inspected or reported upon which is so stated in the report or this Agreement;
 - l. The internal conditions of air conditioning and heating systems or the adequacy or efficiency of air flow, duct work and insulation;
 - m. Interior non-visible areas of furnace heat exchangers, fireplaces, chimney or vent flues, or electrical and gas appliances such as outside heaters, fire pits and barbecues;
 - n. Radio or remote-controlled devices, alarms, garage door openers, automatic gates, elevators, thermostatic timer controls or dumbwaiters;
 - o. Technically exhaustive inspections, evaluations or testing of any type;
 - p. The grading of soil, exterior slabs, driveways, walkways or patios to determine their soundness or their potential for flooding or holding standing water; however, these elements shall be inspected only to determine their effect on the condition of the building.
 - q. Window-mount or wall-mount air conditioners;
 - r. Gas powered air conditioners;
 - s. Evaluating the fire-resistive qualities of any system, structure, or component of the building;
 - t. Electrical load calculation, low voltage electrical systems or other ancillary wiring outside of the primary electrical distribution system;
 - u. Testing of shutoff valves;
 - v. Testing for gas leaks;
 - w. Requirements of the Americans with Disabilities Act (A.D.A)
5. **LIMITATION OF LIABILITY:** INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to **two (2x) times the fee paid** to the INSPECTOR, and this liability shall be exclusive. At the CLIENT's option, a **comprehensive inspection** without limitation of liability is available. A **comprehensive inspection** includes a contractor, engineer and architect review of the property for a minimum fee of **\$2,500**. A **comprehensive inspection** requires a separate contract, if you want a **comprehensive inspection** do not sign this agreement.
6. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the INSPECTOR holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.

- 7. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within **10 days** of discovery; and (2) access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind. No modifications or alterations shall be made to the adverse condition without first providing INSPECTOR a minimum of **three (3) business days** to reinspect.
- 8. **DISPUTE RESOLUTION:** Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by INSPECTOR, the Inspection Report provided to the CLIENT by INSPECTOR, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the INSPECTOR hereunder, shall be submitted to **Small Claims Court**. If the alleged damages exceed the jurisdictional limit for **Small Claims Court**, the dispute shall then be submitted to **Binding Arbitration** before Construction Dispute Resolution Services ("CDRS"). If CDRS is unavailable, then by Resolute Systems. Any Arbitration or Legal Action must be commenced within **One (1) Year** from the date of the inspection; INSPECTOR shall have no liability for any claims/actions commenced more than **One (1) Year** after the date of the inspection.
- 9. **ENFORCEMENT FEES AND COSTS:** Any party failing to follow the **DISPUTE RESOLUTION** process identified above, shall be **liable for all fees and costs** associated with compelling/enforcing compliance with the **DISPUTE RESOLUTION** process.
- 10. **SEVERABILITY:** If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.
- 11. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.
- 12. You may not assign this Agreement. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so for all Clients and/or intended beneficiaries.
- 13. By signing this agreement CLIENT acknowledges that they are choosing a **limited visual inspection**.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

FOR INSPECTOR

CLIENT OR REPRESENTATIVE

WELL: _____ \$ _____

Date: _____

SEPTIC: _____ \$ _____

Cell Phone: _____

WATER: _____ \$ _____

Email Address: _____

RADON: _____ \$ _____

PEST: _____ \$ _____