

Carmel Home Inspections, LLC

Inspection Agreement, this is a legal and binding contract, please read carefully.

An Inspection is intended to assist in evaluation of the overall condition of a building. The Inspection is based on observation of the visible and apparent condition of the building and its components on the date of Inspection. The results of this home inspection are not intended to make any representation regarding latent or concealed defects that may exist, and no warranty or guarantee is expressed or implied. If the person conducting your Home Inspection is not a licensed structural engineer or other professional whose license authorizes the rendering of an opinion as to the structural integrity of a building or its other component parts, you may be advised to seek a professional opinion as to any defects or concerns mentioned in the report.

The Client: The person(s) or entity on whose behalf a Home Inspector is acting or paying for the inspection and/or signing agreements.

The Company: Refers Carmel Home Inspections, LLC.

The Inspection will be performed in accordance with the American Society of Home Inspectors (ASHI). The Inspection and report are solely for the use of the undersigned Client and **The Company**, and are not transferable to, or for the benefit of a third party under any circumstances, **The Company** assumes no responsibility for any future usage of the report.

This report is intended solely to assist **The Client** in evaluating the overall general condition of the building. **The Client** understands an older component may be at or nearing the end of its statistical and/or useful life and could fail at any time after the inspection. Although proper care has been taken in performing this inspection, this inspection and report cannot be fully exhaustive, nor does it imply that every component was inspected or that every possible defect was discovered, i.e., when the property contains a number of similar items (such as electrical receptacles, switches, hardware, locking mechanisms, roof covering, siding, mortar pointing, lighting fixtures, windows, etc.); however, a representative of each shall be inspected.

In conducting the inspection, **The Company**, **The Company's** agents, and representatives do not disassemble equipment, move furniture, storage, carpeting, or open wall coverings. The purpose of this confidential report and analysis is to detect major visible problems and unsafe conditions; it is not intended for cosmetic or aesthetic evaluation. This inspection and report are limited to visible and accessible aspects of the property's basic primary structure, the property's foundation or basement, interior, exterior, roof, electrical, plumbing, and heating and cooling systems. No invasive or destructive testing is performed. The Inspector has the right to submit an addendum to the original report within forty eight hours of the completion of the inspection.

To be able to make an informed decision concerning the property, **The Client SHOULD BE PRESENT, AND IS AT HIS OR HER OWN RISK DURING THE INSPECTION.** If any person makes a declaration to **The Client** or **The Company**, concerning the age of an item, condition, repairs, service contract, or warranties, that declaration should be put in writing and conveyed to **The Client**. No compliance with any applicable building code is considered, evaluated or intended by the Inspector and/or report. **The Client** should conduct a final pre-settlement inspection, which this inspection cannot replace. In the event the Inspector points out any signs of settlement, cracks, deficiencies or other deformities, it is **The Client's** responsibility to monitor and repair the causes and effects. It is also **The Client's** responsibility to have a qualified, licensed individual conduct any repairs or further evaluation. It is **The Client's** responsibility to review the entire report. If **The Client** requires clarification they should contact the Inspector. It is **The Client's** responsibility to initiate any renegotiations (if applicable), and determine priority of repairs to be conducted. If **The Client** conducts repairs without the Inspector observing any concerns prior to repairs, **The Client** agrees to hold the Inspector harmless from any costs arising from repairs and assumes all financial responsibility. **The Client** agrees to all terms within this agreement and to hold **The Company's** agents and representatives harmless from any claim, cause of action or demand made by **The Client** or any party relating to the sale, purchase or repair of the property, or components inspected, or relating to accidents arising from the inspection. If **The Client** is not present for the inspection and pays for the inspection, **The Client** agrees to accept all of the terms and conditions of this agreement. If **The Client** is not present for the inspection they may not have utilized full benefits of the inspection which can only take place in person. **The Client** understands this inspection is to assist **The Client** in making a more informed purchasing decision, and is not to find all defects. The remaining functional life of particular units, systems, or components are estimates, and no warranties are expressed or implied. **The Client** understands a separate warranty may be available through another agency. The findings of this inspection are valid for the date of the actual inspection only. **The Company** shall not be held responsible for items or problems concealed, hidden, or inaccessible during the inspection. Buildings that are occupied, inspected after dark or during poor weather conditions may create conditions that could impede the inspection. It is **The Client's** responsibility to have an additional inspection(s) if needed. **The Client** understands any sloppy, amateur or substandard workmanship should be upgraded or repaired as needed. This report is only a tool for the Inspector to use and is the discretion of the individual Inspector as to which sections of the checklist and observations are to be utilized. Payment by **The Client** is expected at the time of the inspection. Any fee not paid within 30 days of the inspection will have a service charge of 1.5% monthly or 18% per annum added to the fee. **The Company** is authorized to release a copy of the report and disclose information within this home inspection report to **The Client's** realtor for the purpose of clarification and facilitation of repairs. Home inspection reports will be shipped via email, fax, or regular mail.

Severability Clause: If any provisions of this agreement are violative of law or equity, it is agreed and understood that the remaining provisions of this contract are in full force and effect.

Limitation of Liability: **The Client** agrees to limit any claim of liability for personal injury or property damage caused by any negligence of **The Company** or its agents to two times the amount of the original inspection fee.

By signing this inspection agreement, The Client expressly agrees to and understands all terms and conditions detailed herein:
On

Address of Inspection:

Client's Signature

Print Name

Inspector's Signature

Print Name

\$ Total Inspection Fee