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RBI# 2681

Inspection Agreement

This agreement is made and entered into by and between David Cannon with Carolina Quality Home Inspections, and _____ (Client).

In consideration of the promise and terms of this agreement, the parties agree as follows:

1. The client will pay the sum of \$ _____ for the inspection of the property (being the residence, garage, carport or other attached and unattached buildings, if applicable) located at: _____
2. The inspector will perform a visual inspection and prepare a written report of the apparent conditions of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.
3. The parties agree that the South Carolina State Standards of Practice shall define the standards of duty and the conditions, limitations, exclusions of the inspection and is incorporated by reference herein.
4. The inspection will not include an appraisal of the value, termite inspection or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. Refer to the reverse side of the agreement for a list of systems, items and conditions that are not included in this inspection and also to include the report limitations in your report.
5. The parties agree and understand that the inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE, OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
6. Client, by signing this agreement, states that they are within legal authority and represent the household for which the inspection is being completed.
7. This agreement, including the terms and conditions of the reverse side, represents the entire agreement between the parties and there are no other agreements either written or verbal between both parties. This agreement shall be amended only by written agreement signed by both parties. Any disagreement that may arise will be arbitrated by Construction Arbitration Services Inc. and shall be final and fully binding.
8. Client agrees for inspector to release reports to any real estate agency that is participating in the buy/sell of the inspected property. A release to any other party will only be completed with the approval of the client.
9. Client agrees that if payment is not received within five (5) days of the agreed date below, that a late fee of \$25.00 per month will be assessed for each one month period after the agreed upon date. Client also authorizes that inspector will be paid immediately by escrow deposit if contract is terminated for any reason.

Client, by signing this agreement, states that they have fully read and understand the contract into which is entered.

Payment Date: _____ Signature of Client: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____ Email: _____

Realty Company: _____ Agent: _____

Buyer Present: Yes / No Agent Present: Yes / No Agent Phone: _____

Closing Date: _____

Additional Terms, Conditions, and Limitations

The parties understand and agree that the inspector, its employees, agents, or representatives assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In the event of a claim by the client that an installed system or component of the premises which was inspected by the inspector was not in the condition reported by the inspector, the client agrees to notify the inspector within 72 hours prior to repair or replacement of such system or component. The client further agrees that the inspector is liable only up to the cost of the inspection and only if there has been a complete failure to follow the Standards of Practice of the State of South Carolina. If the repair or replacement is done without giving the inspector the required notice, the inspector will have no liability to the client. Furthermore, any legal action must be brought within ninety (90) days from the date of the inspection or the ability to bring suit against inspector, by client, shall be deemed waived and forever barred.

Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable material, other environmental hazards, pest infestation, security, fire protection systems, household appliances, humidifiers, paint, wallpaper, window treatments, interior walls, ceilings, floors, swimming pools, recreational or playground equipment or facilities, underground storage tanks, energy efficiency measurements, portable appliances (i.e. washers, dryers, window air conditioning/heating units), internal or underground drainage or plumbing, any systems which are shut down or otherwise secured, water wells (water quality/quantity), zoning ordinances, concealed or private secured systems, heating systems accessories, solar heating/power systems, irrigation systems, water softener systems, central vacuum systems, telephone, intercom, cable television, satellite television, antennae, heat or motion sensors, lightning arrestors, trees or plants, governing codes, ordinances, statutes and/or covenants for cosmetics code conformity. Client understands that these systems, items and conditions are exempted from this inspection. Any general comments about these systems, items and conditions found in the written report are informal and DO NOT represent an inspection.

The inspection report should not be construed as a compliance inspection of any government or non-governmental codes or regulations. The report is not intended to be a warranty or guarantee of the present or future adequacy or performance of the structure, its systems, or their component parts. This report does not constitute any express or implied upon as such. Any opinions expressed regarding adequacy, capacity, or expected life of components are general estimates based on information about similar components and occasional wide variations are to be expected between such estimates and actual experience.

The inspection and report are performed and prepared for the sole and exclusive use and possession of the client. No other person, party or entity may rely on the report issued pursuant to this agreement. The client further agrees that the inspector is liable only up to the cost of the inspection and only if there has been a complete failure to follow State of South Carolina's Standards of Practice.

Areas of inspection are: Installed systems and components, structural components, exterior, interior, roofing, plumbing, electrical, limited heating and cooling inspection (weather permitting), attic, crawlspace, kitchen appliances that are fixed, insulation and ventilation, structure, bathrooms, garage, readily accessible systems and components. Inspector is not required to remove personal items, furniture, equipment, soil, snow and/or other items that obstruct access or visibility or put inspector in personal danger (i.e. presence of asbestos, removal of insulation in attic or crawlspace).

Buyers Signature _____ Date _____