



247 Arbor Hill Rd., Canton, GA 30115  
404-788-2581

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT....PLEASE READ CAREFULLY.**

**Client:** \_\_\_\_\_

**Client Address:** \_\_\_\_\_

**Inspection Address :** \_\_\_\_\_

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

**CONTRACT FOR HOME INSPECTION SERVICES**

This AGREEMENT made this day of \_\_\_\_\_ by and between IHI Home Inspections, LLC. (hereafter called the "Company" and the formentioned Client (hereafter called the "Client").

1. It is agreed that the inspection is limited to visual observations of the readily accessible areas, systems and components of the dwelling and the apparent conditions existing at the time of inspection only. It is agreed that the conditions of the property could change after the time of inspection and some existing conditions may only be observable under different conditions than existed at the time of inspection. Client hereby represents and warrants that all approvals have been secured for Company's entrance on to the property.
2. The inspection includes, when applicable, accessible and conditions permit: heating and cooling system(s), plumbing, electrical, fireplace, installed kitchen appliances, garage, interior and exterior materials of construction, visible framing components, roof, attic, basement, crawl space, foundation or as described in the Inspection Report.
3. The Inspector is acting as a generalist and not as a licensed specialist in any specific area of construction including, but not limited to: structural engineering, mechanical systems, electrical, plumbing or architecture. The Inspector performs the inspection in good faith and to the best of his ability. The Inspection is designed and intended to identify defects or deficiencies that would be important to a reasonable person's decision in evaluating the intent to purchase.
4. The inspection is performed in a manner consistent with the Standards of Practice and Code of Ethics of the American Society of Home Inspectors.
5. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The Inspector will not be required to move furniture, floor covering, storage or other items to conduct this inspection or other wise to expose concealed or inaccessible conditions. This inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions, which are concealed from view at the time of the inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law. The Inspection and report are not intended to reflect the value of the premises, nor to make any representation as to the advisability of purchase or the suitability for use.
6. Systems and conditions which are not within the scope of the inspection include; but are not limited to: asbestos, radon, lead based paint, formaldehyde, any toxic materials, underground storage tanks, jetted tubs, spas, swimming pools, unattached exterior buildings, playground, recreational or leisure equipment, private wells/water systems, private septic systems, below ground septic/drainage systems, EIFS stucco, security/fire alarm systems, cosmetic deficiencies, termite/pest infestation, zoning ordinances, building code conformity, any component or system that is shut down without power/fuel or otherwise secured. The inspector cannot identify latent and concealed defects. Client understands that these systems and conditions are excluded from this inspection and the seller should demonstrate satisfactory operations/explanations of the existing conditions. If any reference is made verbal or written concerning any excluded items, it is for general information only and is not a formal part of the inspection report.
7. THE INSPECTION AND REPORT ARE PERFORMED AND PREPARED FOR THE EXCLUSIVE AND CONFIDENTIAL USE AND POSSESSION OF THE CLIENT. THIS REPORT IS NOT TRANSFERABLE OR ASSIGNABLE. Neither the Inspector nor the Company is responsible or liable for the use of the report by any third party for any reason.
8. Client and Company agree that if any portion of this agreement is found invalid or unenforceable by any court of qualified jurisdiction, the remaining provisions shall remain in force between the parties.

9. The prepared written report shall be considered the final and exclusive findings of the Inspector and Company of the dwelling. The Client agrees that the Inspector and Company reserves the right to modify the Inspection Report for a period of time that shall not exceed forty eight (48) hours after the Inspection Report has first been delivered to the Client.

10. The terms and conditions of this Agreement apply to this original inspection, as well as any subsequent inspections that may be performed on the structure.

11. STATUTE OF LIMITATION, DISPUTE AND LIMIT OF LIABILITY - No action may be brought against Inspector or Company more than one(1) year after the inspection date. Should a problem arise which can be informally resolved between the parties of this agreement, it is expressly agreed that the first attempt for formal resolution shall be professional mediation. Any and all cost of mediation shall be shared equally by the parties of this agreement. Limit of Liability for errors or omissions in regards to this agreement, inspection and report is expressly limited to an amount NOT MORE than the inspection fee paid. Liability of inspector's principals, agents, and employees is also limited to not more than the inspection fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability limitation is binding on Client and Client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through Client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims, which may ever arise from this inspection.

12. Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the subject property, as limited herein above, shall be made in writing and reported to the Inspector within ten (10) business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make NO alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the inspector. Client understands and agrees that any failure to notify the inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

13. If Client is not present at the beginning of the Inspection, or, for whatever reason, did not sign the Inspection Contract you, by accepting, paying for, or using, in any way, the Inspection Report, explicitly acknowledge and agree to be bound by the terms and conditions of the Inspection Contract and further agree that the Inspection Contract will form a part of this Inspection Report. This Inspection Contract accompanies this report and the undersigned acknowledges receipt of it.

14. All recommended repairs need to be preformed and documented by qualified licensed contractors or specialty tradesman, prior to closing. This company doesn't inspect the repair work performed by any qualified or non qualified specialists. If an additional visit is required to inspect previously inaccessible areas or items, a minumum charge of \$150.00 will occur and payment is due prior to the inspection and additional report.

15. Radon Gas - the EPA recommends that ALL home buyers have an indoor Radon test conducted. Radon is a Class A carcinogen and the second leading cause of lung cancer, estimated to cause 15,000-20,000 deaths in the US annually. According to the EPA's Map of Radon Zones, the Atlanta and surrounding areas are ranked as Zone 1 and 2 (highest Radon potential in Georgia). I have read and fully understand the disclosure above and:

\_\_\_\_\_ a) I elect to have IHI Home Inspections conduct an indoor Radon test according to EPA Protocols for an additional fee of \$125.00 when performed at the time of the inspection. \$200.00 if scheduled for a later date.

\_\_\_\_\_ b) Against the strong recommendation of the EPA and IHI Home Inspections, I elect NOT to test the home for the presence of indoor radon gas, and assume all liability for elevated Radon concentrations that such a test would have revealed, if discovered after the transaction closes.

16. Mold Like Substance-IESO (Indoor Environmental Standards Organization) recommends all mold like substances be sampled and tested to identify the species of fungi. Identification of species is needed to determine if species is an allergen, pathogen or toxin. Only after identification can a proper remediation method be determined. I have read and fully understand the disclosure above.

17 By signing this agreement you authorize Brink's Home Security to call you at the phone number you have provided to discuss a special alarm system offer.

I/WE HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREE TO PAY THE FEES LISTED ON FINAL INVOICE.

Client (or authorized agent) \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

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

David Lelak, Owner, IHI Home Inspections, LLC