

## Inspection Contract Agreement

This contract is an agreement between the client listed below, and Jeff Wiggs D/B/A Tri-State Home Inspection, to perform an inspection of the home or building listed below according to the "Standards of Practice" of the Tennessee Home Inspector Licensure Board found at

(<http://share.tn.gov/sos/rules/0780/0780-05/0780-05-12.20141104.pdf>). These standards of practice inform you of what a home inspector should report, and what is not expected of the home inspector to report. This inspection is a limited visual inspection as a generalist. Areas that are inaccessible are not part of this inspection including but not limited to: behind walls, furniture, under rugs, inaccessible areas and below soil. The client signing below assumes all risk for potential problems or conditions including those areas not accessible by the inspector. The Client assumes all risk for problems noted in this report that may reveal further damage during a repair or further investigation by a qualified professional. Your signature below is your acceptance of these terms and conditions. A home inspection is not technically exhaustive and the inspector does not dismantle or perform testing that is destructive. The inspector is limited by this inspection agreement and cannot be expected to find or discover all defects in this building.

The purpose and scope of this inspection is to provide you with a better understanding of the property's condition as observed at the time of the home inspection. It will include an inspection of: **Structural Components, Exterior, Roofing, Plumbing, Electrical, Heating, Central Air Conditioning, Interiors, Insulation, Ventilation and built-in kitchen appliances.**

**Our inspection does not include the inspection or any part of testing or determining whether or not these conditions exist such as:** Asbestos, Radon Gas, Lead based paint, Cockroaches, Rodents, Pesticides, Treated lumber, Mercury, Fungus, Formaldehyde, Mold, Carbon monoxide, bio-aerosols or other similar environmental hazards. Soil or geological conditions. This report does not address subterranean systems or system components (operational or nonoperational) which include Septic field inspections or sewage disposal and are not part of this contract. Pools and or equipment related to pools, spas or jacuzzis. Pests or Termites or wood eating insects. Elevators, solar systems. Refrigeration units, water filtration units, security alarms, intercoms, phone, cable, satellite, window treatments or mini-blinds, oven clocks or timers or clean feature, central vacuum solar systems or lightning arrestors. This inspection does not include a test on "Synthetic Stucco" as this is a separate test and contract. Tri-State Home Inspection will not operate heating or cooling systems in temperatures that may cause damage to the unit. Air conditioning system will not be operated by Tri-State Home Inspection in outside temperatures of 65 degrees or less. We do not inspect heat exchanger for cracks. Plumbing and electrical must be turned "on" for the inspection of these areas and components. Water supplies, wells or spring systems, pressure, depth, water level or condition is not part of this inspection. Fuel storage or delivery. Furnaces, must be "on" or capable of being turned on by using normal operating controls. Pilot lights must be "lit" in order to inspect these components or systems (i.e. gas fireplace, wall heaters).

Tri-State Home Inspection Inspection does not inspect for code compliance or noncompliance, with adopted codes, ordinances, statutes, regulatory requirements or restrictions. This inspection does not include detached buildings or garages.

The home inspection report is an "opinion" of Tri-State Home Inspection. The provisions of the Tennessee Home Inspector License Act of 2005 and the regulations issued by the Tennessee Department of Commerce and Insurance proscribe the duties that can be undertaken by a licensed home inspector and the content of the written report. Accordingly, and in compliance with the rules and regulations imposed by law, the report is tended only as a general guide to help the Client make his own evaluation of the overall condition of the home, and is not intended to reflect the value of the premises, nor make any representation as to the advisability or inadvisability of purchase. You are encouraged to be present at the time of your inspection so we will both have an understanding of each others perception. The client accepts responsibility for incomplete information if the Client did not attend the inspection. Our purpose is to determine whether or not a system or component (electrical, heating, visible structure etc) is functioning for which it was intended.

We are not responsible to determine all that may be wrong with that system or component, just whether or not a second opinion is needed, such as a licensed electrician or HVAC contractor, or any specialist for that field or trade. They determine what steps are necessary to correct. Their troubleshooting may reveal additional items not mentioned in this report. Any item mentioned in the report may need additional inspections by other qualified specialists. It is up to the Client who will be the person signing this contract to seek qualified specialists to investigate further any item or component that is commented on in the inspection report before closing.

1. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.
2. 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, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments 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 the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
3. 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.
4. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 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.
5. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.
6. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

7. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

8. HOLD HARMLESS AGREEMENT: CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claims by reason of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home. CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Payments must be made at the time of inspection. Tri-State Home Inspection agrees to provide you with a report within three business days or sooner by providing your email address.

**TRI-STATE HOME INSPECTION MUST RECEIVE A COPY OF THIS AGREEMENT SIGNED BY THE CLIENT BEFORE THE INSPECTION CAN PRODUCE REPORT FINDINGS.**

Client(s) \_\_\_\_\_ Location \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_ Inspection Cost: \_\_\_\_\_