

# Inspection Agreement

\_\_\_\_\_, 2023 Scheduled.

THIS AGREEMENT is made and entered into by and between Sycamore Home Inspection, LLC referred to as "Inspector", and \_\_\_\_\_, of \_\_\_\_\_, referred to as "Client".

In consideration of the promises 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, and attached garage or carport, if applicable, located at \_\_\_\_\_.

2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition 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 "InterNACHI Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. A copy of the Standards can be found at [www.sycamorehomeinspectionllc.com](http://www.sycamorehomeinspectionllc.com). If the State where the inspection is performed imposes more stringent standards or administrative rule, then those standards shall define the standard of duty and the conditions, limitations, and exclusions of the inspection.

4. The parties agree and understand that the Inspector and its employees and its agents assume no liability or responsibility for the costs 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. The Client further agrees that the Inspector's liability 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 or 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 such liquidated damages shall be Client's sole remedy. Client waives any claim for consequential, exemplary, special or incidental damages for the loss of the use of the Property.

5. The parties agree and understand 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. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.

7. This Agreement, including the terms and conditions on page 2, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

8. Systems, items, and conditions that are not within the scope of the building inspection, and will not be tested for compliance with applicable building codes, include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors; recreational equipment or facilities; pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks; energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating systems accessories; solar heating systems; heat exchangers; sprinkling systems; water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, lighters, load controllers; trees or plants; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, and EIFS. Client understands that these systems, items, and conditions are excepted from this inspection. Any general comments about these systems, items, and conditions of the written report are informal only and DO NOT represent an inspection.

9. The inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all

damages, expenses, costs, and attorney fees arising from such a claim. The content in the inspection report is only valid for a period one (1) month after the inspection date. After one (1) month, the report shall be null and void.

10. The inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

11. In the event of a claim by the Client that an installed system or component of the Property that was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to: (1) notify the Inspector at least 72 hours prior to repairing or replacing such system or component and (2) allow Inspector access to the Property. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State law. Furthermore, any legal action must be brought within one (1) year from the date of the inspection, or will be deemed waived and forever barred.

12. This inspection does not determine whether the Property is insurable.

13. Payment of the fee to Inspector 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.

14. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.

15. Minimum Re-Inspection Fee of \$75.00 is required if asked to re-inspect items in the Summary portion of the report. If more re-inspection is required beyond the report summary items, the fee will increase according to the task.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. If no State regulations apply, this report adheres to the Standards, which are attached as Exhibit A.

Signature Client 1: \_\_\_\_\_ Date: \_\_\_\_\_

Client 2: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Buyer Present: Yes \_\_\_ No \_\_\_

Agent present: Yes \_\_\_ No \_\_\_ Agent's Name: \_\_\_\_\_

Owner present: Yes \_\_\_ No \_\_\_

Inspector's Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 2023 Inspection #: \_\_\_\_\_

Inspector's Address: 18185 State Route 550

City/State/Zip Code: Marietta, Ohio 45750

Client agrees to release reports to Seller/Buyer/Realtor Yes \_\_\_ No \_\_\_

Home Disclosure Form Provided: Yes \_\_\_ No \_\_\_