

TENNESSEE REAL ESTATE INSPECTIONS

Inspection Agreement

Invest a Little, Save a Lot

The address of the property is _____

INSPECTOR acknowledges receiving a fee of \$ _____ from CLIENT. This agreement made this _____ day of _____, 2021 by and between Tennessee Real Estate Inspections (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR agrees to perform an inspection of the home/building that is primarily visual but not technically exhaustive and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the State of Tennessee. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of Radon – a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of asbestos, lead paint, formaldehyde, cockroaches, rodents, pesticides, mercury, carbon monoxide molds, soil contamination, and other environmental hazards or violations. The CLIENT understands that the INSPECTOR does not inspect subterranean systems such as sewage disposal, water supply or fuel storage and or delivery. **Radon testing can be performed at client's request. Please indicate desire for Radon Testing**

Yes test decline test Fee for radon testing is **\$175.00**

3. 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, repair persons, 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 to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected pursuant to this Agreement is a log home, log structure or similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by a general exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs or similar defects that are not visible by an exterior visual inspection.

4. 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.

5. 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.

6. 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 including inspector negligence. 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.

7. The Client and the Inspector agree that no claim, demand, or action, may be brought to recover damages against the Inspector, or any of its officers, agents or employees, more than one (1) year after the date of the inspection, except for a claim for breach of contract. No breach of contract claims may be brought against the Inspector more than 2 years from the date the cause of action accrues. Time is of the essence herein. Client understands that the time periods discussed herein may be shorter than otherwise provided by law.

8. 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'S FEES ARISING FROM SUCH A CLAIM.

9. 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.

10. Payment of the fee to INSPECTOR is due at the time of the on-site inspection. In the event that collections of fees become necessary 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.

11. This Agreement is not transferable or assignable. CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND ALLOWS INSPECTOR TO cc BUYERS REALTOR

XX _____

Client Email Address _____

Phone number you can be reached _____