



Access Home Inspections

7301 E. 11th. St.
Indianapolis, IN 46219
317-879-5509
(A division of Access Consulting Services, Inc.)

Report Prepared For:	___
(Client)	___
Property Inspected:	___

Inspection Date:	___

INSPECTION AGREEMENT

The signature below indicates that the Client has read and understands this Inspection Agreement and understands it is a contract for inspection services.

This Agreement is by and between the Client (referenced above), and Access Consulting Services, LLC d/b/a Access Home Inspections and all of its agents, representatives, employees, and owners (collectively "Access Home Inspections").

Services	Fees
Full Home Inspection with Termite WDI	\$
Other Tests:	
Total Fees:	\$

- 1. INSPECTION:** Access Home Inspections shall perform an inspection of the designated home or property. The term inspection, as used in this Agreement, shall mean a LIMITED and VISUAL inspection of the readily accessible areas of the property. We will not move personal property or disassemble any equipment. The standards of conduct of the inspection are governed by the Minimum Standards of Competent Practice and Code of Ethics for Home Inspectors licensed by the State of Indiana. A copy of these standards will be made available upon request. Client understands and agrees that the inspection is a good faith opinion of the condition of the major systems of the property at the time of the inspection and is not a code inspection or engineering evaluation.

Unless otherwise contracted for, the term inspection DOES NOT include items which are not part of the inspection, including but not limited to: wood destroying insects, non-wood infesting insects, such as fleas, cockroaches, bees, mites, ticks or flies, etc., mold, lead paint, asbestos, radon, toxic or flammable materials, refrigerator, freezers, remote overhead transmitters/receivers, floor coverings, laundry appliances, water conditioners, septic systems, swimming pools, spas, tennis courts, playground equipment, or other recreational and leisure appliances, and automatic garage doors and opening equipment.

- 2. WRITTEN INSPECTION REPORT:** An inspection report shall be furnished via e-mail or paper copy to the Client by Access Home Inspections within a reasonable time after completion of the inspection. The Client's signature below indicates that the Client will read the report in its entirety. Initial this section or electronic signature line 2 if you would like a copy of the Inspection Report to be provided to the buyer's agent ___ and/or initial here or electronic signature line 3 if you would like a copy of the Inspection Report to be provided to the listing agent ____.
- 3. DISCLAIMER OF WARRANTY:** *It is understood and agreed by the parties that Access Home Inspections is not an insurer of the home property it inspects and does not insure against defects in the property inspected. Access Home Inspections makes no guaranty or warranty, express or implied, including A WARRANTY OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE as to the condition of the property inspected.*
- 4. LIMITATION AND LIQUIDATED DAMAGES:** It is understood and agreed by the parties that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of Access Home Inspections to perform any of its obligations hereunder. The Client does not desire this contract to provide for full liability of Access Home Inspections and agrees that Access Home Inspections shall be exempt from liability for loss, damage or injury due directly or indirectly from any defects in the property inspected or for the services performed hereunder, but that if Access Home Inspections should be found and held liable for any such loss, damage or injury, Access Home Inspections' liability shall be limited to a sum equal to the amount of fee paid for the inspections, as stated above, as the agreed-upon liquidated damages. Such damages shall be Client's exclusive remedy in the event of an alleged breach of this Agreement or wrongdoing of any kind by Access Home Inspections.

5. **STATUTE OF LIMITATIONS:** No suit or action shall be brought against Access Home Inspections by Client for a breach of this Agreement or wrongdoing of any kind at any time beyond one hundred eighty (180) days after the date of the inspection. Any suits or actions brought after that time are barred by this contractual statute of limitations.
6. **INDEMNITY:** In the event any third party person or entity, not a party to this Agreement, shall make any claim or file any lawsuit against Access Home Inspections for failure of its services hereunder or related to this Agreement in any respect, Client agrees to fully indemnify, defend, and hold Access Home Inspections harmless for and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.
7. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the Client and Access Home Inspections. Any amendments or modifications of this Agreement shall be in writing and shall be signed by all of the parties hereto. No verbal representations or statements shall modify this Agreement. Any additional inspections shall be performed subject to the terms and conditions of this Agreement except fees for additional inspections.
8. **INDIANA LAW:** This Agreement shall be governed by Indiana Law.
9. **LITIGATION EXPENSES:** Should either party to this Agreement file a lawsuit against the other arising out of this Agreement and Access Home Inspections prevails in that litigation, Client shall pay all expenses, costs and attorneys' fees incurred by Access Home Inspections in that litigation.
10. **RIGHT OF RE-INSPECTION:** If a component of the home or property inspected and reported by Access Home Inspections is discovered by Client as requiring repairs or replacement which differ from that stated in Access Home Inspections' report, the Client will inform Access Home Inspections and allow Access Home Inspections to re-inspect the item before the Client takes any other action with respect to that component. If the Client repairs or replaces the item before Access Home Inspections has had the opportunity to re-inspect it, Client waives any and all claims or actions against Access Home Inspections for failure to adequately inspect such item.
11. **HOME WARRANTY OPTION:** If the Client desires greater liability protection than can be provided by Access Home Inspections' limited visual inspections, one-year home warranty policies may be available from third party warranty companies. Additional fees for these policies shall be the sole responsibility of the Client. Please contact your Realtor or the third-party warranty company directly for further information.
12. **MUTUAL AGREEMENT:** Access Home Inspections and Client have both had the opportunity to review this Agreement, with legal counsel if Client chooses. This Agreement shall not be construed for or against either party, but shall be construed in a neutral fashion not favoring either party.
13. **RELEASE OF INSPECTION REPORT:** **The Inspection Report will not be released until payment has been made in full by Client. This Inspection Agreement must be signed by the Client before the inspection begins.**

Client Signature

Date

Access Consulting Services, Inc. d/b/a
Access Home Inspections
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Date