

Inspection Agreement

Inspection Company: Up and Up Home Inspections

Client Name: John Public

Property Address: 1234 Public Street, Anywhere, AL 35353

Please read carefully - This is a legally binding agreement that limits our liability.

1) A fee of \$350 will be payable prior to the inspection taking place at the above address on January 1, 2020

2) Client agrees that acceptance of or payment for the Inspection Report accepts the terms of this Inspection Agreement, even if the client has not signed this agreement or was not present at the inspection.

3) The client understands we will perform a visual inspection of the property in accordance with the most current Standards of Practice (SOP) published by InterNACHI and report on the readily accessible systems and components, as defined by the opinion of the inspector. If the property's governing city/state has mandatory standards that differ from the above standards, we will perform the inspection in accordance with the city/state standards.

4) The client understands this inspection is not meant to be technically exhaustive or report on every possible defective condition. The inspector will report on items deemed to be deficient or near the end of their service life. This report is in no way a guarantee or warranty as to the operation, function, or future reliability of the home and its components.

5) The client understands the Inspection Report is not a home warranty, insurance policy, guarantee, or a substitute for legal advice to purchase, not purchase or seek the opinion of a third party. Client must hire third party contractors for further evaluation at their own risk. Any third party that references or uses this report in any way does so at their own risk and releases us from any liability.

6) The client understands the inspector will not move equipment, carpet/flooring, furniture, personal property, or any other fixtures that limit visibility or access to components of the home.

7) Severability - Should any provision of this agreement be rendered invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this agreement shall remain in effect.

8) Release and Limitation of Liability - The client hereby releases My Inspection Company and its agents and employees of and from all liability and responsibility for any costs associated with the repair or replacement of unreported defects. In the event My Inspection Company and/or its agents or employees are found liable due to breach of contract or negligence, the liability shall be limited to a sum equal to the fee paid by the client for the inspection and report.

9) The client understands that this report is prepared exclusively for your own information and is not to be relied upon by any third party or anyone acting on your behalf. If any information contained in the report shared with a third party results in a third party suing you or us, you release us from any liability and agree to pay our legal fees and costs.

10) The client understands that if there is more than one party involved in this agreement, you are signing on behalf of all of them, and you confirm that you are authorized to do so.

I hereby acknowledge receipt, reading and full understanding of this agreement.