

QED Service Inspection Agreement

THIS IS A LEGALLY BINDING CONTRACT - PLEASE READ IT CAREFULLY

Address: , ,

Report Number: sample

VISUAL INSPECTION DEFINITIONS AND LIMITATIONS:

1. **The Client understands and agrees that this Agreement is a part of the Inspection Report and acceptance of or payment for the Inspection Report by the Client will confirm this agreement, even if Client was not present at the inspection and/or has not signed this agreement.**
2. The Client understands that the report and any information therein is intended for the sole use of the Client and shall not be used in lieu of any required Transfer Disclosure Statements and shall not be disclosed to any person or persons other than the principals associated with this single transaction.
3. Nothing in the report, and no opinion of the Inspector, should be construed as advice to the Client to purchase, or not to purchase, the property.
4. **The Visual Inspection Service is performed in accordance with the *Standards of Practice* as published by the Louisiana State Board of Home Inspectors (LSBHI) and the American Society of Home Inspectors (ASHI) and according to these standards, is intended to provide the Client with information regarding the condition of the systems and components of the home as inspected at the time of the home inspection. The specific systems and components of a building to be inspected are listed in these Standards of Practice. A copy of the LSBHI Standards are supplied with the clients bond book copy.**
5. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls or wall coverings, floors or floor coverings, ceilings, furnishings or any other thing, is NOT included in this inspection. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection.
6. The following are NOT included in the inspection:
 - **Recalls or Callbacks of any kind and from any source:** Latent or concealed defects
 - Environmental hazards or conditions, including, but not limited to, toxic, reactive, combustible, or corrosive contaminants, wildfire, odors, noise, flood potential, electromagnetic fields, underground storage tanks, asbestos, radon gas, lead paint, urea formaldehyde, PCB's, water or air quality, the proximity to toxic waste sites, or other environmental or health hazards
 - Structural, geological, soil or hydrological stability, survey, engineering, analysis or testing
 - Permit research or validation, code, installation or zoning violations
 - The examination of conditions related to animals, rodents, insects, wood destroying insects, organisms, mold and mildew, or the damage caused thereby
 - Radio controlled devices or low-voltage systems or relays
 - Security or intercom systems
 - Elevators, lifts or dumbwaiters
 - Thermostatic, time clock or photoelectric controls
 - Water softener or purifier systems
 - Furnace heat exchangers, solar heating systems and freestanding appliances
 - Window coverings
 - The examination or operation of any sewage disposal system or component including, but not limited to, septic tanks, cesspools, and/or any underground system or portion thereof, or ejector pumps for rain or waste
 - Landscape or farm irrigation systems
 - The condition and/or irrigation of trees, shrubs or vegetation of any kind
 - Any item which is hidden from view or impractical to test
 - Any system or component not listed in the Standards of Practice of the American Society of Home Inspectors as an observation requirement
 - Any system or component, condition, or application noted in the report as not inspected, not determined, or not reported on
7. It is agreed that pool(s) and/or spa(s) will be observed for an additional fee. The following sets forth the limitations of the pool and/or spa observation:

Without disassembly the inspector will observe the enclosure and/or related gates, alarms, the hardscaping and drainage related to the inspected pool or spa, the condition of visible portions of systems, structures, or components, the normally necessary and present equipment such as lights, pumps, heaters, filters, and related mechanical and electrical connections.

The inspector will report on any conditions limiting or otherwise inhibiting the inspection.

The inspector is not required to determine structural integrity or leakage of any kind, evaluate thermostat(s) or their calibration, heating

elements, chemical dispensers, water chemistry or conditioning devices, low voltage or computer controls, timers, sweeps or cleaners, pool or spa covers and related components.

The inspector does not operate or evaluate filter backwash systems.

Unless agreed upon, the inspector is not required to examine any above-ground, movable, freestanding or otherwise non-permanently installed pool or spa, or self-contained equipment or to come into contact with pool or spa water to examine the system, structure, or components or to determine adequacy of spa jet water force or bubble effect.

8. The *Uniform Building Inspection Report* utilizes referenced narratives corresponding to items listed on computer generated findings pages. **You must read the narratives in the accompanying manual corresponding to each item on the findings pages to have read the entire report.** The Client agrees to read the entire report. The Client agrees to immediately contact the Inspection Company for copies of any pages found to be missing from any part of the report.

9. The report, including the use of signifying letter codes, is the professional opinion of the Inspector, based on the accessibility of the certain fixed components surveyed. Without dismantling parts of the building and/or its components, and without full use of all utilities, the Inspector may extrapolate conclusions which cannot be confirmed during the inspection.

10. The Inspection Company does not offer any warranty or insurance for the Client or any other person in connection with the Inspection Report. **THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, OF THE INSPECTION SERVICE OR INSPECTION REPORT.**

11. The Client agrees to submit to the Inspection Company, in written form within 120 days of finding, any claims or complaints prior to taking any action thereupon. Any legal action or proceeding of any kind, whether sounding in tort or contract, against the Inspector/Inspection Company or its officers, agents, or employees, must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred.

12. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation 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 to **final and binding arbitration** under the **Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc.** The decision of the Arbitrator appointed thereunder shall be final and binding and judgement of the Award may be entered in any Court of competent jurisdiction.

13. To the extent allowed by law, it is understood and agreed by and between the parties hereto that the Inspector/Inspection Company is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by the Inspector/Inspection Company in the performance of its limited visual inspection and production of a written inspection report as described herein, that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services, and a resulting loss that the Inspector/Inspection Company's and its officers,' agents,' or employees' **liability hereunder shall be limited and fixed in an amount equal to one hundred percent (100%) of the inspection fee,** as liquidated damages, and not as penalty, and this liability shall be exclusive.

14. **Limitation of Liability:** The liability of the Inspector (its Principals, agents, employees, successors in interest, of affiliates) for errors and omissions in the inspection and report is limited to a refund to the customer of the fee paid for the inspection and report. Customer agrees and understands that this inspection is not a home warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures which may be required by law. Neither inspector, nor its agents, principals or employees, shall be liable for any repairs or replacements of any components, systems, structure of the property or the contents therein, either during or after the inspection.

Customer agrees and understands that, for the purposes of this inspection, Inspector is acting as a licensed home inspector in pursuant to the Laws of the State of Louisiana and not as a professional engineer, or plumbing, electrical, HVAC, or other contractor. Any recommendations made by the inspector to the customer to engage the services of any of the above referenced specialized contractors or engineers for the purposes of subject property, shall relieve the inspector for any liability to the customer for the inspection and report of those components, systems, or structures.

15. **Attorneys Fees:** In the event that customer files suit in any civil court alleging claims arising out of this agreement or the services performed here under, Customer agrees to pay to Inspector, all costs, expenses, and attorneys' fees incurred by inspector, his agents, employees, or insurer in defense of such suit. this section shall not apply to arbitration proceeding unless the selected arbitrator finds that the claim brought by customer is without merit and the customer has been given written notice of the claim's lack of merit prior to the proceedings.

16. The inspector or inspector company has a right of modification within 48 hours for items after the inspection to further explain and / or clarified in the inspection report. Client is to be notified of any changes in the report in writing.

17. The inspector or inspector company has the right to prohibit audio and video recording of the inspection.

18. The inspector has the right to terminate the inspection. Any fees paid may be prorated for return.
19. The client has the right not to accept the contract and terminating the inspection at no cost to them.
20. Severability: customer and inspector agree that should a court of competent jurisdiction determine and declare any portion of this contact as "VOID, or unenforceable", the remaining provisions and portions shall remain in full force and effect.
21. Subsequent to Home Inspection: Customer has executed this agreement subsequent to the home inspection and initials hereby agrees to ALL CONDITIONS AND TERM OF THIS CONTRACT. _____

22. If for any reason beyond the inspector's control, that the home can not be inspected due to no electricity, gas, water or other needed utility causing the inspection to be stop for lack of utility, a show up fee for one half of the inspection fee will be invoice. This fee is non refundable and does not apply to a complete home inspection. _____

23. PAYMENT IS DUE WHEN YOU RECEIVE YOUR REPORT. An appointment to consult with the inspector and receive your report should be scheduled now, or during the inspection. The report can be downloaded /emailed. However, if it is to be delivered electronically, or, if the customer and inspector cannot meet to exchange the report, payment is due at the time of the inspection. Please make check payable to: QED Service.

24. For Escrow billing a credit card number is secured for billing purposes. If for any reason the closing on the property does not occur within 45 Days, the inspection company has the right to bill the credit card account given to the inspection company by customer for full price of the invoice. Client Initial : _____

25. Services offered for additional fees include air and swab sampling for mold, in-depth technical inspections and infrared photography. The Fee for the Visual Inspection and Report is:

TECHNICAL (IN DEPTH) INSPECTION DEFINITIONS AND LIMITATIONS:

The Technical (in-depth) Inspection Service is available at an additional cost of \$1.50 per square foot of building area plus the Visual Inspection base fees. The Technical Inspection objectives are the same as those of the visual inspection except that the Technical Inspection excludes only those items listed below. The Technical Inspection Service is performed by specialists in certain fields and is concluded when the findings of each contractor/technician have been delivered to, and compiled by, the Inspection Company. Performance of the Technical Inspection Service certifies that **all** defects, existing at the time of the inspection, and which adversely affect the serviceability of the inspected components and systems, will be identified. Defects existing at the time of the inspection which were not disclosed in the inspection reports will be corrected by the inspection company or its agents at no cost to the client. Toxic soils, water and air quality, environmental and/or health hazards, site stability, the condition of any and all vegetation, and other exclusions listed below are not included in the Technical Inspection.

Additional Exclusions of the Technical Inspection Service: None

Air mold sampling and swab sampling services are offered as a separate service from the visual inspection and technical inspection. This service is provided under separate contract and may be purchased before or upon completion of the visual inspection.

Infrared photography is offered separately from the visual and technical inspections. This is a more detailed non-invasive visual inspection of suspected air and water intrusions into the home.

I do desire the Technical Inspection Service. (initials) _____

I do not desire the Technical Inspection Service and I understand that this is not a technical or in-depth inspection. (initials) _____

CLIENT: _____ (sign) _____ Date: _____

INSPECTION COMPANY: QED Service, a Sole Proprietorship

INSPECTOR: Michael Burroughs (sign) _____ Date: _____