

Eagle Eye Inspections LLC

5725 River Trace
Nashville, TN. 37218
(615) 210-8878

Inspection Contract

(Please read and sign both pages)

THIS AGREEMENT is made and entered into by and between Eagle Eye Inspections LLC, referred to as "Inspector", and _____, referred to as "Client".

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of \$ _____00 for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at _____. This signed document and full payment of the above inspection fee are required before the release of the report.

2. It is agreed that the inspection is limited to visual observations of the readily accessible areas, systems and components of the dwelling and the apparent conditions existing at the time of the inspection only. It is agreed that the conditions of the property could change after the time of inspection and some existing conditions may only be observable under different conditions than existed at the time of inspection. Client hereby represents and warrants that all approvals have been secured for Company's entrance on to the property.

3. The inspection is performed in a manner consistent with the Standards of Practice and Code of Ethics of the American Society of Home Inspectors and the State of Tennessee. A copy of the Standards is included with this report. If the state where the inspection is performed imposes more stringent standards or administrative rule, then those state standards shall define the standard of duty and the conditions, limitations and exclusions of the inspection.

4. The inspection includes, when applicable, accessible and conditions permit: The inspection of heating and cooling system(s), plumbing, electrical, fireplace, garage, interior and exterior materials of construction, visible framing components, roof, attic, basement, crawl space, foundation or as described in the Inspection Report, and any controls of equipment normally operated by the owner of the building which would not put the equipment, owner, or inspector at risk of damage or injury.

5. The inspector is acting as a generalist and not as a licensed specialist in any specific area of construction including, but not limited to: structural engineering, mechanical systems, electrical, plumbing or architecture. The inspector performs the inspection in good faith and to the best of his or her ability. The inspection is designed and intended to identify defects or deficiencies that would be important to a reasonable person's decision in evaluating the intent to purchase.

6. Any area, which is not exposed to view, is concealed, or is inaccessible because of soil, walls, insulation, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The Inspector will not be required to move furniture, floor covering, storage or other items to conduct this inspection or other wise to expose concealed or inaccessible conditions. This inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions, which are concealed from view at the time of the inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law. The inspection and report are not intended to reflect the value of the premises, nor to make any representation as to the advisability of purchase or the suitability for use.

7. Systems which are not within the scope of the inspection include, but are not limited to; asbestos, radon, lead based paint, formaldehyde, mold or bio-growth, any toxic materials, underground storage tanks, sewage disposal, fuel storage or delivery, carbon monoxide, mercury, treated lumber, jetted tubs, spas, swimming pools, unattached exterior buildings (with the exception of a garage), playground, recreational or leisure equipment, private wells/water systems, water supply, septic systems, below ground septic/drainage systems, sprinkler systems, water softeners, heating system accessories, solar heating systems, telephone, cable or antennae, lightning arrestors, EIFS stucco, security/fire alarm systems, cosmetic deficiencies, termite or other wood destroying insects or organisms, zoning ordinances, statutes, covenants and manufacturer specifications, building code conformity, any component or system that is shut down without power/ fuel or otherwise secured. The inspector cannot identify latent and concealed defects. Client understands that these systems and conditions are excluded from this inspection and the seller should demonstrate satisfactory operations/explanations of the existing conditions. If any reference is made verbal or written concerning any excluded items, it is for general information only and is not a formal part of the inspection report.

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

Initials: _____

9. THE INSPECTION AND REPORT ARE PERFORMED AND PREPARED FOR THE EXCLUSIVE AND CONFIDENTIAL USE AND POSSESSION OF THE CLIENT. THIS REPORT IS NOT TRANSFERABLE OR ASSIGNABLE. NEITHER THE INSPECTOR NOR THE COMPANY IS RESPONSIBLE OR LIABLE FOR THE USE OF THE REPORT BY ANY THIRD PARTY FOR ANY REASON. 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.

10. Client and Company agree that if any portion of this agreement is found invalid or unenforceable by any court of qualified jurisdiction, the remaining provisions shall remain in force between the parties.

11. The prepared written report shall be considered the final and exclusive findings of the Inspector and Company of the dwelling. The Client agrees that the Inspector and Company reserves the right to modify the Inspection report for a period of time that shall not exceed forty-eight (48) hours after the Inspection Report has first been delivered to the Client. The terms and conditions of this Agreement apply to this original inspection, as well as any subsequent inspections that may be performed on the structure.

12. STATUTE OF LIMITATION, DISPUTE AND LIMIT OF LIABILITY –No action may be brought against Inspector or Company more than one year after the inspection date. Should a problem arise which can be informally resolved between the parties of this agreement, it is expressly agreed that the first attempt for formal resolution shall be by binding arbitration by a peer member. Any and all cost of arbitration shall be shared equally by the parties of this agreement. Limit of Liability for errors or omissions in regards to this agreement, inspection and report is expressly limited to not more than the inspection fee paid. Liability of inspector’s principals, agents, and employees is also limited to not more than the inspection fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability limitation is binding on Client and Client’s spouses, heirs, principals, assigns, and anyone else who may otherwise claim through the Client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims, which may ever arise from this inspection.

13. Client understands and agrees that any claim for failure to accurately report the visually discernable conditions at the subject property, as limited herein above, shall be made in writing and reported to the Inspector within ten (10) business days of discovery. Client further agrees that, with the exceptions of emergency conditions, Client or Client’s agents, employees or independent contractors, will make NO alterations, modifications, or repairs to the claimed discrepancy prior to a reinspection by the inspector. Client understands and agrees that any failure to notify the inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

14. If client is not present at the inspection, or for whatever reason, did not sign the Inspection Contract you, by accepting, paying for, or using in any way, the Inspection Report, explicitly acknowledge and agree to be bound by the terms and conditions of the Inspection Contract and further agree that the Inspection Contract will form a part of this Inspection Report. This Contract accompanies this report and the undersigned acknowledges receipt of it.

15. All recommended repairs need to be performed and documented by qualified licensed contractors or specialty tradesmen prior to closing. This company does not inspect the repair work performed by any qualified or non-qualified specialists. **If an additional visit is required to inspect previously inaccessible areas or items, a minimum charge of \$150.00 will occur and payment is due prior to the inspection and additional report.**

16. **Radon Testing:**

Eagle Eye Inspections, LLC has sent the client information from the EPA concerning radioactive radon gas concerns. **Roughly 25-30% of houses tested in Middle TN have radon levels above the EPA’s “action level” of 4 picocuries per liter of air.** For an additional charge of 125.00, Eagle Eye Inspections,LLC will perform a one time screening for the presence of radon gas. Please check the appropriate box below.

I want a radon screening at an extra charge of \$125.00

I do not want a radon screening.

Initials: _____

I/WE HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREE TO PAY THE FEES LISTED AT THE BEGINNING OF THIS CONTRACT

Signature: _____ **Date:** _____ **Time:** _____

Current address of client: _____ **City/State/Zip:** _____

Buyers Agent: _____ **Agent Present:** Yes No **Buyer present:** Yes No