



Inspection Agreement

Inspectors Fee \$ _____

Address Inspected:	
Client/s Full Name:	Inspection Date:
Mailing Address:	City/State/Zip:
Home Phone:	Cell:
Clients Email:	
Your Agent:	Company:
Agents Email:	

1. Client(s) hereinafter referred to, regardless of number, as the “Client” requests a limited visual inspection of the residential structure identified at the above address by Ron Cleland, of 1st Class Home Inspection, LLC hereafter collectively referred as the “Company” and Client hereby represents and warrants that all approvals necessary have been secured to the Company’s entrance onto the property.
2. Company agrees to perform a limited visual inspection of the residential structure at the above address and to provide Client with a written inspection report regarding the apparent general condition of the structure’s components and systems including identification of significant observable deficiencies as they exit at the time of inspection. The inspection will be performed in a manner consistent with the standards of the National Association of Certified Home Inspectors in effect as of the date of this agreement. A copy of these Standards may be obtained from www.nachi.com or by request from the Company. This web address is provided for informational purposes only.
3. The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any area which is not exposed to view, is concealed, inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or any other things, or conditions, or those areas/items which have been excluded by the NACHI standards, and/or by agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions that are concealed from view at the time of the inspection or exists in any area excluded from inspection by the terms of this agreement.
4. Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, nor an insurance policy, nor are they a substitute for real estate transfer disclosures which may be required by law.
5. The written report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure. Client understands and agrees not to rely on any oral statements made by the Inspector. Client further understands and agrees 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 Client.
6. Client understands and agrees that any claim arising out of or related to any act or omission of Company in connection with the inspection of the residential structure, as limited herein, shall be reported to the company in writing within six months after the Client discovers or should have discovered the claimed act or omission. Client further agrees to allow Company reasonable access to re-inspect that portion of the property relating to the claimed act or omission. Client understands and agrees that any failure to notify Company as stated above shall constitute a wavier of any and all such discovered claims Client may have against Company.
7. It is understood and agreed by and between the parties hereto that Company’s and its officers’, agents’ or employees’ LIMITATION OF LIABILITY for errors or omissions in the inspection report except in the case of fraud or gross negligence, is limited and is fixed to a refund of the fee paid for the inspection and inspection report.
8. Any claim of any kind, including those sounding in tort or contract, against Company, or its officers, agents or employees, must be brought within two (2) years of the date of the inspection or will be deemed waived and forever barred. Time is expressly of the essence herein.
9. If any provision of this Agreement is found invalid, illegal or un-enforceable by any court or arbitrator, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
10. Arbitration: Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of a recognized arbitration association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.
11. A carbon monoxide test will be conducted inside the home measured in parts per million. This test is limited in scope and is restricted to the Conditions inside the house at the time of the inspection. The conditions inside the house can and will change.

I have read, understand and agree to all the terms and conditions of this contract and agree to pay the fee listed above.

Dated	Signature of Client	
Dated	Signature of Inspector	Ron Cleland, LLC