

# A Smart Inspection, LLC

## INSPECTION AGREEMENT

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_ Fee: \$ \_\_\_\_\_

I \_\_\_\_\_ (Client) do hereby request a non-invasive physical Inspection of the property at the above address to be conducted by A Smart Inspection, LLC (Company) for my exclusive use. I understand that I am bound by all terms of this contract and that the inspection fee is due immediately and payable upon completion of the inspection, if not paid in advance. Where credit has been extended to the Client, the Client agrees to pay the stated fee for the services performed. Client will be responsible for all costs for collections of unpaid fees, including collection fees. Client to pay \$30 returned check fee per returned check. Client agrees to assume all costs for the collection of fees.

### INSPECTION SCOPE

Company will perform a non-invasive visual inspection on site to identify the general features as well as major deficiencies in the systems, structures and/or components of the property to be inspected, at the time of the inspection. The inspection and report are in accordance to the ASHI Standards of Practice. The inspection will address the systems and major components such as:

- ⊗ Exterior, including roof, chimney, siding, windows, parking structure, grading, and drainage
- ⊗ Interior, including ceilings, floors, and walls
- ⊗ Structural conditions of frame and foundation
- ⊗ Plumbing, electrical, water heater, heating, and air conditioning

The Company will only operate components and systems with normal user controls and as conditions permit. Maintenance and other items may be discussed but they are not part of the inspection. Unless otherwise agreed, we will only inspect the primary building and its associated parking structure on the property. A report will be presented that identifies and describes the inspected components and systems and identifies material defects. Any area, which is not exposed to view or is inaccessible because of soil, walls, ceilings, floors, carpets, furnishings, or any other item, is not included in this inspection. Items not addressed in the inspection report are to be considered not inspected. The inspection does not include any invasive nor destructive testing. Client agrees to assume the risk for all conditions that are concealed from view at the time of the inspection or are outside the inspection scope. This is not a code compliance, warranty, insurance policy, guarantee, or substitute for the seller property disclosure. Auxiliary systems such as private water, alarm, water systems, solar, sump pump, telephone, television, private sewer, termites/pests, intercom, central vacuum, swimming pools, hot tubs, spas, saunas, wall or window mounted air conditioners, countertop appliances, or any other system not considered a part of the major building systems are not part of the inspection process. Product recalls, past or present, are excluded. Environmental hazards such as asbestos, radon, mold, urea formaldehyde, lead paint/pipes/solder, toxic wastes, polluted water, and all other pollutants and hazardous material are not part of this inspection. Company's inspector is a property generalist and is not acting as a licensed engineer nor expert in every trade. If Company recommends consulting other specialized experts, Client agrees to do so at their expense.

### LIABILITY LIMITATION

If Client discovers a defect for which Company may be liable to Client, Client must notify Company within 30 days, and give Company 14 days after the notice to re-inspect the property before Client repairs the defect. Client notice must be in writing and emailed to the Company. Inspector(s) and Company liability for errors or omissions in the inspection report is limited to a refund of the inspection fee paid by the Client only, and shall be determined by the terms of this agreement. The Client assumes the risk of all losses greater than the fee paid for this inspection. Client agrees to immediately accept a refund as full settlement for any and all claims that may ever arise from this inspection and report. Client may not file a legal action, whether sounding in tort or contract, against the Company more than 30 days after the closing on the inspected property (and not to exceed more than 1 year after inspection), even if you do not discover a defect until after that. Any dispute between Client and Inspector/Company that is not satisfactorily resolved (except payment of inspection fee) shall be resolved mediation. Any matter concerning the interpretation of this agreement or the inspection report, and/or any claim based upon either, shall be subject to mediation between the parties or failing such mediation shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, except for the rules pertaining to the arbitrator selection: at least one arbitrator must be an inspector in the state of Missouri with at least five years of home inspection experience. Parties agree to abide by the findings and decision of the arbitrator and prevailing party shall be awarded all attorney's and or arbitrator fees and other related costs.

### ADDITIONAL TERMS

**USE BY OTHERS:** The inspection and report are performed and prepared for the exclusive and confidential use and possession of the Client only. The report is not for use or to be relied upon by any third party. Receipt of this report by any purchasers of the property (other than the above listed Client) is strictly prohibited. Client agrees to indemnify, defend and hold Company harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

**HOLD HARMLESS AGREEMENT:** Client agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all liability, damage, loss, or expense occasioned or claimed by reasons of acts or neglects of the Company and their employees/contractors for the purpose of inspecting the subject home. A Smart Inspection, LLC's goal is to provide an unbiased, valuable information that helps Clients make informed decisions. Company inspection reports are intended to accurately reflect impartial, professional opinion without exception.

In the absence or unavailability to obtain a signature and with the acceptance of the inspection report and payment, Client agrees to the terms and conditions of this inspection agreement. (One signature represents authority for all purchasers)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
A Smart Inspection, LLC Inspector's Name

\_\_\_\_\_  
A Smart Inspection, LLC Inspector's Signature

\_\_\_\_\_  
Date