

# Inspection Agreement



THIS AGREEMENT is made today, by and between Steadfast Inspections LLC (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the Parties." The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR agrees to perform a visual inspection of the inspected property (the "Property") and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure. The INSPECTOR makes no representations or warranties and offers no opinion as to the presence or absence of latent, concealed, or hidden defects not discoverable by a non-intrusive, non-invasive, visual inspection.
2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the International Association of Certified Home Inspectors (<http://www.nachi.org/sop.htm>). Although INSPECTOR agrees to follow InterNACHI's Standards of Practice, CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. Unless otherwise included in a separate agreement: CLIENT understands that INSPECTOR will NOT be testing for the presence of Radon - a colorless, odorless, radioactive gas; CLIENT understands that INSPECTOR will NOT be testing for mold; CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, hazardous plants or animals, and other environmental hazards or violations; CLIENT understands that INSPECTOR will NOT be inspecting or performing a sewer scope. Any agreement for such additional inspections shall be in a separate writing.
3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, sellers, repair persons, and other interested Parties. INSPECTOR accepts no responsibility for use or misinterpretation by third Parties. INSPECTOR's inspection of the Property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the Property or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law.
4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. **CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be**

**exclusive.** CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the Property even if the CLIENT has been advised of the possibility of such damages. The Parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

5. INSPECTOR does NOT perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 48 hours of discovery, and (2) Access to the premises before any repairs are made. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

7. All of the other terms of the Agreement (Inspection Contract) are incorporated herein by reference.

8. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation 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 first to Mediation conducted by Construction Dispute Resolution Services, LLC. Absent a voluntary settlement through Mediation, the aggrieved party shall submit to Construction Dispute Resolution Services, LLC for final and binding Arbitration, if necessary, as conducted by and according to the rules and procedures of Construction Dispute Resolution Services, LLC. The accepted standard against which the inspection shall be judged is the "International Standards of Practice for Performing a General Home Inspection" of InterNACHI. The costs charged by Construction Dispute Resolution Services, LLC and the arbitrator shall be shared equally among the Parties; however, each party shall be responsible for paying his or her own attorney's fees, expert witness costs, and other costs incurred in connection with the arbitration. In the event that CLIENT fails to prove any adverse claims against INSPECTOR, CLIENT agrees to pay all legal costs, expenses and attorney fees of INSPECTOR in defending said claims. The Parties realize that they are giving up their rights to utilize the court systems for any disputes or claims.

9. The Inspection Report is not to be construed as an appraisal and may not be used as such for any purpose.

10. This Agreement represents the entire agreement between the Parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the Parties. This Agreement shall be binding upon and enforceable by the Parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of delivery of the report to the CLIENT. If a court of competent jurisdiction determines that any section, provision, or part of this Agreement is void, voidable, unenforceable, or contrary to the law, the remaining provisions of this Agreement shall remain in full force and effect.

11. Fee Payment is due to the INSPECTOR at or prior to the time of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including costs of collection and attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on

behalf of such entity does personally guarantee payment of the fee by the entity. The CLIENT agrees that any balance left unpaid 30 days after date of inspection is subject to interest at 18% APR.

12. Providing great service is of the utmost importance to us. In order to confirm you have a great experience and to collect feedback, Porch, an independent 3rd party company will contact you after your inspection to collect a rating and review about the inspection and provide you with \$100 or more of handyman services. You consent to have Porch, Porch Connection Specialist, and (only if you request help with specific services) providers of products and services call or text you at the number you have provided, including using automated, prerecorded or autodialed calls. You understand that you will receive an email introduction from Porch, and that you won't be contacted further if you opt-out via that email. You understand that your consent to marketing communications is not required to make a purchase.

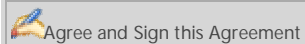
13. If CLIENT requests a re-inspection, the re-inspection is subject to all terms and conditions set forth in this agreement.

14. This Agreement is not transferable or assignable.

15. I authorize **Steadfast Inspections LLC** to accept my check and initiate an electronic debit as payment for services.

---

**CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND UNDERSTANDS THAT IN NO EVENT SHALL LIABILITY EXTEND BEYOND THE FEE PAID FOR SERVICES PROVIDED.**

 Agree and Sign this Agreement

Client Signature

, GA

Inspected Property Address

\$0.00

Fee Amount Due

Date

Sue Zachry

Printed Name