

Home Inspection Services Contract

CLIENT INFORMATION

Client Name

E-mail

Phone Number

Current State

Current City

Current City

House to be inspected

Scheduled Date

Scheduled Time

INSPECTION INFORMATION

Inspector Email

Inspector Name

Realtor Name

Realtor E-mail

Services

Realtor Phone

TERMS AND CONDITIONS

Scope of Work

The Inspector will conduct a non-invasive visual inspection of the accessible and visible systems and components of the Property. The Inspection will include but not limited to the following areas:

- Structural Components: Foundation, Roofing, Framing, and other structural elements
- Exterior Components: Siding, Windows, Doors, and Grading
- Interior Components: Walls, Ceilings, Floors, Stairs, and Railings
- Electrical Systems: Service Panels, Circuit Breakers, Outlets, and Switches
- Plumbing Systems: Water Supply, Drainage, Fixtures, and Water Heaters
- Heating and Cooling Systems: Furnaces, Air Conditioners, Ductwork, and Thermostats
- Appliances: Kitchen Appliances, Laundry Appliances, and Bathroom Fixtures
- Fireplaces and Chimneys: Fireplace Insert, Damper, and Flue

The Inspection is not intended to identify concealed or latent defects or conditions. The Inspection is limited to visual and accessible areas only, and it does not include any destructive testing or dismantling of any component or system.

The Inspection report will describe the inspected components and systems and identify any material defects found. The Inspection Report will provide recommendations for further evaluation or repair by licensed professionals.

If the Inspection is performed in connection with a real estate transaction, the scope of work may also include compliance with applicable laws, codes, and regulations.

Fees

The Client agrees to pay the Inspector a fee of _____ for the inspection of the Property. Payment is due in full at the time of the inspection unless other payment arrangements have been agreed upon in advance.

If the Client requests any additional services beyond the scope of the original inspection, such as a re-inspection or testing for specific materials, the Inspector will provide a written estimate of the additional fees before performing the services. Any additional services will be performed only with the Client's prior approval.

Late Payment

In the event that payment is not received by the due date, the Inspector reserves the right to withhold delivery of the inspection report until payment is received. If payment is not received within _____ days after the due date, a late fee of _____ will be charged.

Cancellation

If the Client needs to cancel or reschedule the inspection, they must do so at least _____ hours prior to the scheduled inspection time. If the Client cancels or reschedules the inspection within _____ hours of the scheduled inspection time, a cancellation fee of _____ will be charged.

Inspection Report

The Inspector will provide the Client with a written inspection report detailing the condition of the property and any defects or issues discovered during the inspection. The report will be delivered to the Client within _____ of the inspection, unless other arrangements have been made.

The Inspection Report is intended to provide the Client with information about the condition of the property at the time of the inspection. The Inspection Report is not a guarantee, warranty, or insurance policy, and it does not cover future events or conditions.

The Inspection Report is for the sole and exclusive use of the Client and may not be relied upon by any other person or entity, including subsequent purchasers of the property.

The Inspection Report may contain recommendations for further evaluation or repair by a qualified specialist or contractor. The Client is responsible for obtaining such further evaluations or repairs at their own expense.

Limitation of Liability

The Inspector and its inspectors shall not be liable for any errors or omissions in the inspection or inspection report, except for gross negligence or willful misconduct.

The liability of the Inspector and its inspectors for any claims arising out of the inspection or inspection report shall be limited to the amount of the inspection fee paid by the Client. In no event shall the Inspector be liable for any indirect, special, incidental, or consequential damages, including but not limited to lost profits or lost business opportunities.

The Client agrees to indemnify and hold harmless the Inspector and its inspectors from any claims or damages arising out of the inspection or inspection report, including but not limited to claims by third parties.

The Client acknowledges that the inspection is limited to visual observations of accessible areas and that the inspection may not reveal all defects or issues with the property. The Client further acknowledges that the inspection is not a code compliance inspection or an inspection for compliance with any specific construction standards or regulations.

The Client agrees to promptly notify the Inspector of any claims or issues arising out of the inspection or inspection report and to allow the Inspector the opportunity to investigate and address such claims or issues.

Client Responsibilities

The Client acknowledges and agrees to the following responsibilities;

- **Provide access to the Property:** The Client agrees to provide the Inspector with access to the property to be inspected at the scheduled inspection time. The Client shall ensure that all utilities necessary for the inspection, such as electricity, water, and gas, are turned on and operational.
- **Attend the inspection:** The Client is encouraged to attend the inspection and to ask questions during the inspection. The Client shall make every effort to be present at the scheduled inspection time or to provide a representative to be present in their absence.
- **Disclose information:** The Client shall disclose any known defects or issues with the property to the Inspector prior to the inspection. The Client shall also provide the Inspector with any relevant information about the Property, such as past repairs or renovations.
- **Payment:** The Client shall pay the inspection fee in full prior to the scheduled inspection time, unless other arrangements have been made.
- **Review the inspection report:** The Client shall review the inspection report in a timely manner and shall promptly notify the Inspector of any questions or concerns about the report.
- **Maintenance and repairs:** The Client shall be responsible for the maintenance and repair of the Property and shall not rely solely on the inspection report for identifying defects or issues with the Property.

Confidentiality

The Inspector and its inspectors shall maintain the confidentiality of all information obtained during the inspection and shall not disclose such information to any third party without the written consent of the Client, except as required by law.

The client acknowledges that the inspection report is for their use only and shall not be shared with any third party without the written consent of The Inspector.

The Client agrees to indemnify and hold harmless The Inspector from any claims or damages arising out of the disclosure of confidential information by the Client.

Termination

Either Party may terminate this Contract by providing prior written notice to the other Party. In the event of termination, The Inspector shall retain the inspection fee paid by the client for any work performed up to the date of termination.

If the Client cancels or terminates the inspection within 24 hours of the scheduled inspection time, The Inspector reserves the right to charge a cancellation fee.

In the event that the Client fails to fulfill their responsibilities as outlined in this agreement, The Inspector may terminate this Contract and retain the inspection fee paid by the Client for any work performed up to the date of termination.

Miscellaneous

- Governing law: This Contract shall be governed by and construed in accordance with the laws of the _____ in which the inspection takes place.
- Entire Contract: This Contract constitutes the entire contract between the parties and supersedes all prior negotiations, understandings, and agreements between the parties.
- Amendments: This Contract may not be amended or modified except in writing signed by both parties.
- Severability: If any provision of this Contract is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- Waiver: The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Client Signature

Inspector Signature



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