



CAMERON HOME INSPECTION

INSPECTION AGREEMENT

This agreement is made and entered into by and between Cameron Home Inspection, 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 \$ _____ for the inspection of the "Property", being the residence, garage or carport, if applicable, located at _____.
2. The inspector will perform a limited visual inspection and prepare a written report of the apparent condition of the readily accessible ***installed systems and components** of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. As part of your home inspection, the inspector will inspect and report on those areas listed in the inspection report, unless that area has been marked for exclusion from our services as noted in this agreement or the inspection report.
3. The parties agree that this home inspection shall be performed in accordance with the "Standards of Practice of the American Society of Home Inspectors, Inc." These "Standards" shall define the standard of duty and conditions, limitations, and exclusions of the inspection and are incorporated by reference herein.
4. The parties understand and agree that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement is done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client further agrees that the Inspector is liable only up to the cost of the inspection.
5. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT OR SYSTEM.
6. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their heirs, successors and assigns.
7. This Agreement, including the terms and conditions on the reverse side, represents the entire agreement between the parties there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.
8. **EXCLUSIONS:** Systems, items and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestations; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks, septic systems, energy efficiency measurements; concealed or private security systems; water wells; heating systems accessories or heat exchangers; solar heating systems; sprinkling systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae, lighting arrestors, trees or plants; governing codes, ordinances, statutes and covenants; manufacturers' specifications, manufacturers' updates, or manufacturers' product recalls. It is further understood and agreed upon that this inspection specifically excludes EIFS (Exterior Insulation and Finish Systems) systems or clad houses. Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.

SEE NEXT PAGE FOR ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS

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ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS

- 9. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to the Agreement, makes any claim against the 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. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.
- 11. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards included with the report. Furthermore, any legal action must be brought within one (1) year from from the date of the inspection or will be deemed waived and forever barred.
- 12. **ARBITRATION:** Should the Client(s) believe that the Inspector be liable for any issues arising out of this inspection, then Client(s) shall communicate said issues in writing to Cameron Home Inspection, LLC within 10 days of the date of inspection. If the issues cannot be resolved between the parties, both parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration is to be conducted by an Arbitrator, who is a full-time building inspector with a minimum of six (6) years experience as a building inspector.

DEFINITIONS

Apparent Condition: Systems and components are rated as follows:

A - Acceptable - Functional with no obvious signs of defect.

NP - Not Present - Item not present or not found.

NI - Not Inspected - Item was unable to be inspected for safety reasons or due to lack of power, inaccessible or disconnected at time of inspection.

M - Marginal - Item is not fully functional and requires repair or servicing.

D - Defective - Item needs immediate repair or replacement. It is unable to perform its intended function.

***Installed Systems and Components:** Structural components; exterior; roofing; plumbing; electrical; heating; central air conditioning (weather permitting); interiors; insulation and ventilation; built-in kitchen appliances.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. Client acknowledges receipt of the ASHI Standards of Practice located at www.CameronHomeInspection.com or upon request, which applies.

**Please note that payment for the inspection is due in full within 30 days of the inspection.
A late fee of 10% of the cost of the inspection per month will be applied after the 30 day period.**

Printed Name _____

Signature _____ Date _____

E-Mail Address _____

Current Address _____ Telephone _____

City/State/Zip _____

Buyer Present? Yes(____) No(____) Agent Present? Yes(____) No(____)

Agents Name: _____ Agency _____

Inspector's Signature _____ Date _____

Client agrees to release report to seller / buyer / realtor? Yes(____) No(____)

Please Fax to 615-810-8514