

PLEASE READ CAREFULLY PRIOR TO THE INSPECTION.

INSPECTION AGREEMENT

Inspected Property: _____ _____	Inspection Fee: TOTAL:
Client: _____ Phone: _____ Email: _____ Address: _____ _____	Effective Date (Date of Inspection):
Real Estate Company: Agent: Email: Address:	Company: Address: Inspector: License No:

This pre-inspection agreement (the "Agreement"), and any Addenda attached hereto and executed by the parties, is/are entered into on the Effective Date (defined above) between CLIENT (defined above) and COMPANY, including any and all inspectors (individually, the "Inspector") who perform the contracted-for inspections and/or other services as an employee or independent contractor of the Company, who each agree to the following terms and conditions:

1. Client Authorization & Participation: The Client acknowledges that Client and/or their authorized representatives have been encouraged to attend the inspection to have the opportunity to ask questions regarding conditions observed during the inspection. The Client further acknowledges that such participation is at the Client's risk of bodily injury or property damage caused by any condition of the Inspected Property, whether known or unknown at the time of the signing of this Agreement. The Client is responsible for obtaining permission for the Company to enter the Inspected Property to perform the requested services, however Company may coordinate Company's access to the Inspected Property with owner(s) or authorized representatives of the Inspected Property.

2. Definitions:

- A. **"Home inspection"** as used in the Agreement means the subjective process by which an Inspector visually examines and/or operates the readily accessible and visible components, equipment, and systems of a home for the purpose of determining and reporting the observed conditions in accordance with the Standards and to identify systems and components that are significantly deficient.
- B. **"Readily accessible"** as used in this Agreement means available for visual inspection without requiring moving of personal property, dismantling, destructive measures, or actions that will likely involve risk to persons or property.
- C. **"Significantly deficient"** as used in the Agreement means a subjective determination through visual inspection that a readily accessible and visible condition, or functional aspect, of a component or system, substantially affects the value, habitability or safety of the dwelling, but does not include decorative, stylistic, cosmetic, or aesthetic aspects of the system, structure or component.

3. Scope & Purpose of Inspection: The scope of the home inspection and the systems inspected will be defined and limited by the standards, limitations, exceptions and exclusions as contained in the Standards of Practice of the American Society of Home Inspectors, Inc., the provisions of S.C. Code Ann. § 40-59-500, et

seg. and as described in this Agreement (collectively, the “Standards”). The home inspection includes an examination of a representative sample to assess the condition of components that are identical and numerous, including, but not limited to, electrical outlets, bricks, shingles, windows. Some detectable deficiencies may not be found and included on the inspection report. The home inspection is NOT a building code inspection, title examination, or by-law compliance inspection and no engineering services are offered or included. The home inspection is not technically exhaustive.

4. **Home Inspection Report:** The Company will prepare a written report for the home inspection in accordance with the Standards which states: (i) those systems and components inspected that, in the professional judgment of the Inspector, are not functioning properly, significantly deficient, unsafe, or are near the end of their service lives; (ii) recommendations to correct, or monitor for future correction, the deficiencies reported, or items needing further evaluation (however the Company is not required to determine methods, materials, or costs of corrections); (iii) the reasoning or explanation as to the nature of the deficiencies reported that are not self-evident; and (iv) those systems and components designated for inspection in the Standards that were present at the time of the home inspection but were not inspected, and the reason(s) they were not inspected.

5. **Exceptions & Exclusions:**

- A. The Company **IS NOT REQUIRED TO DETERMINE:** the condition of systems and components that are not readily accessible; the remaining life expectancy of systems and components; the strength, adequacy, effectiveness, and efficiency of systems and components; the causes of conditions and deficiencies; methods, materials, and costs of corrections; future conditions including but not limited to failure of systems and components; the suitability of the Inspected Property for specialized uses; compliance of systems and components with past and present requirements and guidelines (including, but not limited to, codes, regulations, laws, ordinances, specifications, installation and maintenance instructions, and use and care guides); the market value of the Inspected Property and its marketability; the advisability of purchasing the Inspected Property; the presence or absence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials (including, but not limited to: (a) asbestos; (b) radon; (c) oil, gasoline or any other petroleum product; (d) lead; (e) urea formaldehyde; (f) mold; (g) mildew; (h) fungus; (i) odors; (j) noise; (k) toxic or flammable chemicals; (l) water or air quality; (m) PCBs or other toxins; (n) electromagnetic fields; (o) underground storage tanks; (p) proximity to toxic waste sites or sites being monitored by any state or federal agency; (q) carbon monoxide; (r) the presence of or any hazards associated with the use or placement of Chinese drywall at the Inspected Property; or any other environmental or health hazards, unless otherwise agreed to and an additional fee paid); the presence or absence of plants, animals, insects or other life forms and substances whether or not they are hazardous or harmful to humans, and including the reporting of any signs of insect or animal activity at the Inspected Property; the effectiveness of systems installed and methods used to control or remove suspected hazardous plants, animals, insects and/or environmental hazards; operating costs of systems and components; acoustical properties of systems and components; soil conditions relating to geotechnical or hydrologic specialties; whether items, materials, conditions and components are subject to recall, controversy, litigation, product liability, and other adverse claims and conditions.
- B. The Company **IS NOT REQUIRED TO OFFER OR PERFORM:** acts or services contrary to law or to government regulations; architectural, engineering, contracting, or surveying services or to confirm or to evaluate such services performed by others; trade or professional services other than home inspection; warranties or guarantees; procedures or operations that will, in the professional judgment of the Inspector, likely be dangerous to the Inspector or to other persons, or to damage the Inspected Property or its systems or components.

- C. The Company **IS NOT REQUIRED TO OPERATE OR INSPECT:** systems and components that are shut down or otherwise inoperable; systems and components that do not respond to normal operating controls; shut-off valves and manual stop valves; or automatic safety controls; underground items including, but not limited to, underground storage tanks and other underground indications of their presence, whether abandoned or active; items that are not installed; installed decorative items; items in areas that are not entered in accordance with the Standards; detached structures other than garages and carports; common elements and common areas in multi-unit housing, such as condominium properties and cooperative housing; every occurrence of multiple similar components; or outdoor cooking appliances.
- D. The Company **IS NOT REQUIRED TO:** enter areas that will, in the professional judgment of the Inspector, likely be dangerous to the Inspector or to other persons, or to damage the Inspected Property or its systems and components; enter under-floor crawlspaces and attics that are not readily accessible; describe or report on systems and components that are not included in the Standards and that were not inspected; move personal property, furniture, equipment, plants, soil, snow, ice, and debris; dismantle systems and components, except as explicitly required by the Standards; reset, reprogram, or otherwise adjust devices, systems, and components affected by inspection required by the Standards; ignite or extinguish fires, pilot lights, burners, and other open flames that require manual ignition; or probe surfaces that would be damaged or where no deterioration is visible or presumed to exist.

6. **Reliance on Report.** The inspection is being performed for the exclusive use and benefit of the Client. If the inspection report is being used as a pre-listing inspection it is recommended that any buyer have a full home inspection completed at their expense to search for any new/updated issues that may have arisen since the pre-listing inspection. Client agrees not to rely solely on this report in making decisions about the Inspected Property. Company is neither responsible nor liable for the not discovering any latent defects in materials, workmanship, or other conditions of the Inspected Property which may occur or may become evident after the inspection time and date.

7. **Confidential Report.** The inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company. Client agrees to maintain the confidentiality of the report and reasonably protect the report from distribution to any other person. If Client directly or indirectly causes the report to be distributed to any other person, Client agrees to indemnify, defend, and hold Company harmless if any third party brings a claim against Client relating to our inspection or the report. Company reserves the right to modify the report for a period of time that shall not exceed forty-eight (48) hours after the report has been first delivered to Client.

8. **BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY:** The parties agree that any dispute between the parties, except for non-payment of fees, that in any way, directly or indirectly, arises out of the inspection and other services provided by the Company, or relating to the interpretation of this Agreement, the inspection service provided, the report or any other matter involving the Company's services, shall be submitted to binding arbitration conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC. In the event Construction Dispute Resolution Services, LLC is defunct, Company may choose an alternative arbitrator. The arbitration decision shall be final and binding on all parties, and judgment upon the award rendered may be entered into any court having jurisdiction. Expenses related to attorneys, experts, engineers, witnesses, engineering reports or other inspection reports or similar individuals or documents shall be the direct responsibility of the respective parties and shall not be considered as part of the arbitration award. The arbitration award shall be limited in scope to the issues and terms as specified in the Inspection Agreement. **NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.**

9. **Disclaimer of Warranty:** this Agreement, the home inspection and the inspection report do not constitute a home warranty, an insurance policy, or a guarantee of any kind; nor do they substitute for any disclosure statement as may be required by law.

10. **Notice of Claims:** Client agrees to notify the Company in writing within ten (10) business days of discovery of any alleged error or omission in the performance of the Company's services, in order to provide the Company a reasonable opportunity to reinspect and document the condition in dispute. The Client further agrees to refrain from taking any action to disturb conditions at the Inspected Property until Client satisfies the requirements of this paragraph. Client agrees that any failure to provide the notice required herein will constitute a waiver of any claim of an error or omission or breach of this Agreement by the Company.

11. **Applicable Law:** This Agreement shall be governed by South Carolina law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties.

12. **Re-Inspections & Additional Services:** Our fees are based on a single visit to the Inspected Property and the preparation of the written home inspection report. If additional visits, reports or services are required for any reason, an additional fee may be charged. Client and the Company agree that if Client requests that the Company or any of its Inspectors re-inspect the Inspected Property for any reason, the entirety of the terms, conditions and limitations of this Agreement will apply to any re-inspection services.

13. **LIMITATION OF LIABILITY. PLEASE READ CAREFULLY:** The Client understands and agrees that the Company is not an insurer and that the payment for the inspection and report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the report as described herein. Thus, the Client agrees that the sole and exclusive remedy for any claims against the Company, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the Inspection or the Report, except for claims for gross negligence or willful or wanton conduct, is limited to a maximum amount equal to the inspection fee multiplied by two (2), as liquidated damages and not as a penalty. The Client releases the Company from any and all additional liability, whether based on contract, tort, or any other legal theory. The Client understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision.

14. **Nature of the Franchise Relationship:** Company is an independently owned and operated franchisee of World Inspection Network International LLC ("WIN Home Inspection" or "WIN") that has a right to use the WIN names, marks and system. In retaining Company to conduct the inspection, Client acknowledges that WIN is in no way involved in conducting the inspection and is not responsible for Company actions. Any questions, concerns or complaints should be directed to Company.

15. **Limitations on Data Collection & Use:** The Company may collect data which may be used by the Company, and which may be provided to WIN for use by WIN. The collected data will primarily consist of data relating to the visual inspection conducted but may also consist of other data relating to the Inspected Property, Client's and/or client representative's contact information and demographic data. The Company and WIN may use collected data to perform analysis, improve business processes, improve the WIN inspection experience, and obtain feedback from clients and client representatives. The Inspector and/or WIN may provide aggregated collected data, but not individual collected data or personal information, to third parties. Other than aggregated data, the Inspector and WIN will not sell or rent the collected data to anyone or share the collected data with any third-party except as necessary to fulfill client requests. By executing this agreement, the Client expressly consents to the collection and use of data by the Company and WIN as described herein.

16. **Entire Agreement:** This Agreement represents the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. Client and the Company agree that if Client requests that the Company or any of its Inspectors re-inspect the Inspected Property for any reason, the entirety of the terms, conditions and limitations of this Agreement will apply to any re-inspection services.

17. **Client's Agreement & Understanding of Terms:** By signing this Agreement, the undersigned Client agrees that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above. The Client understands that the Client has a right to have an attorney of the Client's choice review this Agreement before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Agreement, the Client is free to not sign it. The Client understands that the Client may retain another provider to perform the services contemplated by this Agreement. The Client further understands that, should the Client not agree to the terms and conditions set forth in this Agreement, the Client may negotiate with the Company for different terms and conditions. The Company will provide a large-print version of this Agreement to Client before signing, if requested by Client.

18. **Authorization to Distribute Inspection Report:** Client agrees that Company may distribute a copy of the Home Inspection Report to the Agent identified on page 1 of this Agreement.

Inspected Property: _____ _____ Client: _____ Phone: _____ Email: _____ Address: _____ _____ Real Estate Company: Agent: Email: Address:	Inspection Fee: TOTAL: Effective Date (Date of Inspection): Company: Address: Inspector: License No:
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Client's Signature: _____ Date: _____

Client's Name: _____
 Please Print

Company Name: _____

Inspector's Signature: _____ Date: _____

Inspector's Name: _____
 Please Print