

Safeguard Home Inspection, Inc.

Tel: (770) 992 5575

Fax: (770) 643-0453

www.safeguardinspect.net

INSPECTION AGREEMENT

(Please read carefully)

THIS AGREEMENT is made and entered into by and between SAFEGUARD HOME INSPECTION, INC., 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 and garage or carport, if applicable, located at _____
2. The Inspector will perform a 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.
3. The parties agree that the "Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. A copy of the Standards is included with this report. If the state where the inspection is performed imposes more stringent standards of administrative rule, then those state standards shall define the standard of duty and the conditions, limitations and exclusions of the inspection.
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 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, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
7. This Agreement represents the entire agreement between the parties and 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 with the laws of the state of Georgia, and if the state's laws or regulations are more stringent than the forms of the agreement, the state law or rule shall govern.
8. 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 infestation; 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, energy efficiency measurements; concealed or private secured systems; water wells; heating systems accessories; solar heating systems, sprinkler systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae; lightning arrestors, trees or plants; governing codes, ordinances, statutes and covenants and manufacturer specifications. Client understands that these systems, items and conditions are excluded from this inspection. Any general comments about these systems, items and conditions of the written report are informal and DO NOT represent an inspection.

9. The Inspection and report are performed and prepared for the sole and exclusive 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 this 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 in the report or State law. Furthermore, any legal action must be brought within six (6) months from the date of inspection or will be deemed waived and forever barred.
12. Any dispute, controversy, interpretation or claim including claims for, but limited to, breach of contract, any form of negligence, fraud or misrepresentation 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 a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolutions Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the mediation or arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for our consideration. If the dispute is submitted to binding arbitration, the decision of the arbitrator appointed thereunder shall be final and binding and the enforcement of the arbitration award may be entered in any court or administrative tribunal having jurisdiction thereof. 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 MEDIATION AND BINDING ARBITRATION.
13. PAYMENT by check or cash is due at time of inspection. A 10% surcharge will be added if payment is not RECEIVED WITHIN 96 HOURS of the conclusion of this inspection. Payments received more than 10 days after inspection, including those deferred to closing, shall incur a 20% late fee.

Signature: _____ Date: _____ Day: _____

Signature: _____ Date: _____ Time: _____

Street Address: _____ Buyer Present: _____

City/State/Zip: _____ Yes ___ No ___

Agent Present: Yes ___ No ___ Agent's Name: _____

Inspector's Signature _____ Date: _____

Inspection # _____

Check here if Client does not want report released to Buyer/Real Estate Agent _____

Check here if Client does not want report released to Seller/Real Estate Agent _____