

Date of Inspection: _____

House Faces: _____

Weather: _____

Time of Inspection: _____

Estimated Age: _____

Temperature: _____

Olive Branch Home Inspections L.L.C. INSPECTION AGREEMENT

(Please Read Carefully)

THIS AGREEMENT is made this _____ day of _____, 20____, between OLIVE BRANCH HOME INSPECITONS L.L.C. ("COMPANY"), located at 7829 Windersgate Cir. Olive Branch, MS 38654 and _____, ("CLIENT").

1. Address of House to Be Inspected. The house to be inspected is located at (the "Premises"):

Address: _____

City: _____ State: _____ Zip: _____

2. Services To Be Performed. COMPANY agrees to perform the following services for CLIENT (Check All That Apply):

a. _____ Home Inspection. A limited visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the Premises (the house and one attached or detached garage) existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. Sheds, outbuildings, and other accessory structures are excluded. Installed components included in the inspection are visible structural system/foundation, exterior, roof system, plumbing system, electrical system, heating system, cooling system (weather permitting), interior, insulation and ventilation, fireplaces and solid fuel burning appliances (if present).

b. _____ Other Inspection. (If checked, must attach Other Inspection Rider to be effective).

CLIENT acknowledges that his/her presence at the inspection has been requested. CLIENT acknowledges that he/she has been advised of the time and date of the inspection.

3. Inspection Fee. CLIENT agrees to pay to COMPANY an inspection fee in the amount of:

Home Inspection: \$ _____

Other Inspection: \$ _____

Total Fee: \$ _____

The fee for the inspection is due upon completion of the physical inspection. A \$50.00 fee will be applied to all returned checks and a 20% interest fee for any invoice outstanding 30 days or more from the time of the inspection. Any follow-up visit to the inspected Premises shall be a minimum charge of \$100.00 due at the time of reinspection.

4. Scope of Inspection. The scope of the inspection is strictly limited as set forth in this Agreement. The parties understand and agree that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies, including but not limited to, basement flooding, basement seepage and roof leakage, are excluded from this inspection. The parties agree that the Standards of Practice as promulgated by the American Society of Home Inspectors, (ASHI) most current edition, shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. Copies of these standards are available upon request.

5. Items Not Inspected. The inspection and report exclude and do not cover those items indicated as “untested” or “not inspected” or the possible presence of or danger from any potentially harmful substances and environmental hazards including, but not limited to, the following items: asbestos; lead paint; radon; formaldehyde; toxic and flammable materials; soil contamination; pesticides; mercury; carbon monoxide; water testing; termites, cockroaches, rodents or other pest infestation; mold; fungus; water softener and filter system; sprinkler systems; central vacuum systems; telephone systems; intercom systems; security systems; antennas; cable television; doorbells; appliances; playground equipment; swimming pools and pool equipment; spas; energy efficiency measurements; recreational equipment; recreational facilities (boat docks and tennis courts); landscaping; treated lumber; subterranean systems or components, including sewage disposal, water supply, underground storage tanks; underground drainage; fuel storage or delivery; irrigation; outdoor grills; low voltage exterior lighting; remote overhead door transmitters and receivers; concealed or underground electric and plumbing; systems which are shut down or otherwise secured; private sewer systems; water wells; chimney draft; heating system accessories; solar heating systems; zoning or other ordinances; and building code conformity. All items indicated as being excluded in the Standards of Practice are also excluded herein, CLIENT understands that these systems and conditions and information about them are excluded from this Inspection and Report. Any general comments which may appear about these systems and conditions are provided as a courtesy only and DO NOT represent or form a part of the Inspection.

6. Third Party Liability. It is understood and agreed that the inspection and report are performed and prepared for the confidential and exclusive use and possession of CLIENT. No other person or entity may rely on the report issued pursuant to this agreement.

7. Limitation of Liability. It is understood and agreed that in the event of any claim whatsoever against COMPANY, it’s employees, inspectors, or other agents, whether based on contract, negligence or other tort, statute, or otherwise, in any way directly or indirectly resulting from or relating to the inspection, the report or performance or nonperformance of services by COMPANY, that, any liability of COMPANY, it’s employees, inspectors or other agents shall be solely and exclusively limited to the amount of the inspection fee actually paid by CLIENT.

8. Limitation of Actions. No action shall be maintained by CLIENT against COMPANY unless written notice, sent by certified mail return receipt requested, setting forth that an installed system or component of the Premises which was inspected by the Inspector was not in the condition reported by the Inspector, is delivered by CLIENT to COMPANY within ten (10) business days after the discovery of such defect becomes known to CLIENT. CLIENT agrees that, with the exception of emergency conditions, CLIENT or CLIENT’S agents, employees or independent contractors will make no alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the Inspector. Furthermore, any action must be commenced by CLIENT within one (1) year after the date of the Inspection or will be deemed waived and forever barred.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior agreements between the parties. CLIENT agrees that any representation, promise, condition, or warranty, express or implied, not included in this Agreement shall not be binding on any party.

10. Interpretations. It is mutually understood and agreed that all provisions herein are severable and that, in the event that any of them shall be held to be invalid, any competent court may modify or reform any such provisions to make it enforceable and that the remaining provisions hereof shall nevertheless be valid and binding.

11. Assignment. The rights and obligations under this Agreement may not be assigned by any of the parties hereto without the prior written consent of the other party.

12. Attorney’s Fees. The client agrees to be responsible in any dispute arising out of this Agreement, the Inspection, or Report(s) shall be awarded reasonable attorney’s fees and other costs.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first written above.

OLIVE BRANCH HOME INSPECTIONS

CLIENT:

By: _____

Jacob R. Schwegel
Home Inspector

CLIENT’s initials _____ indicate agreement to allow
COMPANY to release a copy of the report to:

Real Estate Agent / Seller / Attorney / Other _____