



Inspection Agreement

This agreement is made on date noted below, by and between Capital Home Inspection ("Inspector") and below listed Client ("Client"), collectively referred to herein as the "Parties." In consideration for the above inspection fee, Client hereby engages the services of the Inspector to perform visual home inspection at the property address above and the Parties understand and voluntarily agree to the following terms and conditions.

1. ARBITRATION: THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. AND IT IS EXPRESSLY AGREED THAT THE INSPECTOR, AT ITS SOLE OPTION, MAY REQUIRE THE SUBMISSION OF ANY DISPUTE, CONTROVERSY, OR CLAIM, ARISING OUT OF OR RELATING TO THIS AGREEMENT BASED IN THE CONTRACT OR TORT WILL BE SUBMITTED TO BINDING ARBITRATION PURSUANT TO THE S.C. UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, TO THE EXTENT PROVIDED BY LAW.

2. Inspector agrees to perform visual inspection of the readily accessible areas of the home located at the Property Address identified below to disclose the general condition of the building, improvements, mechanical systems and appliances as they exist on the date and time of the inspection. The purpose and scope of this inspection is to provide Client a better understanding of the above-referenced property's condition. This inspection is a limited visual inspection as a generalist. Inspector does not inspect for nor is Inspector expected to report upon cosmetic conditions or defects. Conditions that are hidden, concealed, camouflaged, or that cannot be seen by visual inspection are not covered. Client assumes all risk for potential problems or conditions including those areas not accessible by the Inspector. Client agrees that any alleged condition not reported by Inspector on the Capital Home Inspection Report is deemed to be not readily visible. Insulation is not removed for the inspection. Equipment is not dismantled for inspection. By signing below, Client assumes all risk for potential problems or conditions including those areas not accessible by Inspector. Client assumes all risks for problems noted in the Inspection Report that may reveal further damage during repair or further investigation by a qualified professional or contractor. Client should recheck plumbing, electrical and appliances on the day of closing. Inspector can only observe and report on the condition of the Property on the day of inspection and is not responsible for any change(s) that may occur to the property thereafter. The Parties specifically agree the Inspector cannot be and is not expected to find or discover all defects in the above-referenced property.

3. Client agrees that he/she has read this complete Inspection Agreement and will read the subsequent Home Inspection Report which explains the scope of the inspection and what is and is not covered in the inspection. Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future.

4. Client agrees that the Home Inspection Report is not an engineering study or a technically exhaustive report. For a technically exhaustive report a specialist should be separately consulted and/or retained by Client. Inspector does not perform engineering, architectural, Plumbing, electrical structural, lead, fire, mold or mildew, or any toxic analysis, or any job function requiring an occupational license. Inspector does not perform repairs; therefore, Inspector does not provide any guarantee or warranty or repairs performed by others prior to, simultaneous with, or subsequent to the inspection. Inspector does not determine the adequacy or repairs performed by others. Client agrees and understands that this is not a code compliance inspection for city, county, state or federal building codes, construction standards or regulation of any kind.

5. Client agrees this visual Home Inspection Report does not include an inspection or opinion of below grade structural items such as soil conditions, footings, or foundations. No representations are made regarding geological factors/water/soil or material analysis. Hazardous conditions such as, but not limited to mold, mildew, radon, lead and other environmental conditions may be present, but not visible and not reported in the Home Inspection Report. Client understands that mold, mildew, radon, lead, and other environmental conditions are not within the scope of this inspection and Client will not rely upon any representations made by Inspector that certain factors or conditions may lead to or indicate these environmental conditions. Client should hire an environmental engineer to perform an environmental inspection if these issues are of concern. Client further agrees that the Home Inspection Report does not include the inspection of or report on the following: asbestos; formaldehyde; mold; radon; toxic or flammable materials; fungi; bio-aerosols; soil or geological conditions; pools and/or equipment related to pools, Jacuzzis, or spas; exterior water features; exterior lawn lighting; tennis courts; playground or other recreational or leisure appliances or equipment; sprinkler systems; pests, termites or wood eating insects; elevators; solar power systems, refrigeration units; water filtration units; security alarms; intercoms; central vacuum systems; lightening arrestors; synthetic stucco or stucco of any type; HVAC systems and duct work (other than simple operational testing); heat exchangers; built-in stereo systems; phone, cable, satellite systems, computer connectivity connections; oven clocks, timer, and clean features; ice makers; motion sensors lighting; widow treatment or mini blinds; septic tanks; well systems; zoning ordinances' or any items that Inspector deems as cosmetic in nature, unless otherwise agreed upon. Client agrees and understands that comment on any of the above does not amount to an inspection or opinion of any of items commented upon. Air conditioning system will not be operated by Inspector in outside temperatures of 65°F or less.

6. Any recommended repairs should also include adjoining, connected, or hidden damage not listed in the inspection report. Sometimes the damage cannot be seen until repairs are started. This Home Inspection Report may not name every piece of damage in area, but our intention is that all damage in the named area be repaired. Any recommended repairs should be done by licensed contractor that guarantees his/her work. Inspector is not responsible for the quality of repairs, even if asked if certain repairs have been done.

7. In the event that an inspected element or component of the property is determined to require repairs and Inspector allegedly failed to adequately describe the element or component in the Home Inspection Report, Client shall inform the Inspector in writing within thirty (30) days of taking possession of the above-described property or sixty (60) days after the inspection, whichever is earlier, to allow Inspector to re-inspect the element or component before replacement or repairs are made by Client or on Client's behalf. If Client repairs or replaces item or component, or attempts to remedy an alleged condition, before Inspector is afforded a reasonable opportunity to re-inspect item, component, or system, Client waives any and all claims or actions against Inspector.

8. The Home Inspection Report to be provided to Client is being prepared at Client's request and for the behalf of Client only. Third parties are not entitled to use or rely upon the Inspection Report or the terms of this Agreement.

9. This Home Inspection Report represents the "opinion" of Inspector based solely upon the visual observation on the date and time of the inspection and whose interpretation of what is good or fair may be different from Client's opinion or opinions of third parties. The parties agree that either Client or Client's agent must be present during home inspection. However, Inspector encourages Client to be present during the entire home inspection in order to be better informed about the general condition of the above-identified property. Client accepts responsibility for incomplete information if Client does not attend inspection and Client agrees to assume any risk permitting inspection in his/her absence.
10. Client agrees that Inspector does not guarantee any items or opinions described in the Home Inspection Report. The Client acknowledges this inspection is intended to reduce the risk of finding a potential problem, not eliminate these risks or finding every risk. The Client understands that Inspector is not a home warranty company nor does Inspector carry insurance on any claims. Client agrees that Inspector, and its agents, subcontractors or employees, assume no responsibility for the cost of repairing or replacing any unreported defect or deficiency, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature.
11. Notwithstanding other provisions contained in this Agreement, the Parties agree that any litigation arising out of this Agreement shall be filed only in the Court of Common Pleas for the County of Richland, State of South Carolina. The client agrees to reimburse Inspector for all attorneys' fees and costs incurred in defending any arbitration, legal action, or claim commenced by Client against Inspector the event the Court grants any dispositive motion filed by Inspector or if the arbitration or legal action results in a judgement, award, or decision which is less than or equal to the liquidated damages in amount of inspection fee.
12. LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES: CLIENT ACKNOWLEDGES THAT THE LIABILITY OF INSPECTOR, ITS AGENTS, OFFICERS, OR EMPLOYEES, FOR CLAIMS OR DAMAGES, COSTS OF DEFENSE OR SUIT, ATTORNEY'S FEES AND EXPENSES AND PAYMENTS ARISING OUT OF OR RELATED TO ANY ALLEDGED NEGLIGENCE OF INSPECTOR OR ALLEDGED BREACH OF ANY OBLIGATION, DUTY, FAULT, MISREPRESENTATION, OR FRAUD OF INSPECTOR, INCLUDING BUT NOT LIMITED TO ALLEDGED ERRORS OR OMISSIONS IN THE INSPECTION OR THE REPORT UNDER THIS AGREEMENT, WHETHER IN TORT OR CONTRACT, INCLUDING ANY ALLEDGED PERSONAL INJURIES, SHALL BE LIMITED TO LIQUIDATED DAMAGES IN THE AMOUNT EQUAL TO THE INSPECTION FEE PAID TO THE INSPECTOR. SUCH LIABILITY AND DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT. CLIENT EXPRESSLY AGREES TO WAIVE ANY CLAIM FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, TREBLE, PUNITIVE, OR INCIDENTAL DAMAGES OR FOR THE LOSS OF USE OF THE HOME/BUILDING OR STIGMATIZATION OF VALUE. SHOULD CLIENT WANT AN INSPECTION THAT DOES NOT LIMIT THE LIABILITY TO A REFUND OF THE FEE PAID FOR THE INSPECTION AND REPORT, CLIENT CAN OBTAIN A TECHNICALLY EXHAUSTIVE INSPECTION REPORT WITHOUT LIMITATION OF A REFUND OF THE FEE PAID. CLIENT EXPRESSLY AGREES THAT HE/SHE DOES NOT WANT A TECHNICALLY EXHAUSTIVE INSPECTION WITHOUT THE LIMITATIONS OF LIABILITY INDICATED HEREIN.
13. DEFENSE AND INDEMNIFICATION: CLIENT FURTHER AGREES TO INDEMNIFY AND DEFEND INSPECTOR FROM ANY AND ALL CLAIMS OR ACTIONS COMMENCED AGAINST INSPECTOR BY THIRD-PARTIES WHICH ALLEGE ANY NEGLIGENCE OF INSPECTOR OR ALLEDGED BREACH OF ANY OBLIGATION, DUTY, FAULT, MISREPRESENTATION, OR FRAUD OF INSPECTOR ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ALLEDGED ERRORS OR OMISSIONS IN THE INSPECTION OR THE REPORT UNDER THIS AGREEMENT, WHETHER IN TORT OR CONTRACT, INCLUDING ANY ALLEDGED PERSONAL INJURIES.
14. WAIVER OF JURY TRIAL: CLIENT, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY COURSE OF CONDUCT, ACTION, STATEMENT, WHETHER ORAL OR WRITTEN OF INSPECTOR.
15. DISCLAIMER OF WARRANTIES: PURSUANT TO S.C. CODE ANN § 36-2-316, INSPECTOR DISCLAIMS ANY WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE SERVICE, AND WARRANTY AGAINST LATENT DEFECTS. CLIENT AGREES THAT THE HOME INSPECTION REPORT IS NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY INSPECTED BUILDING IMPROVEMENTS, MECHANICAL SYSTEM, CONDITION, OR APPLIANCE.
16. The provision of this Agreement applies to Client and anyone making a claim on Client's behalf or benefit, including Client's estate, or otherwise arising out of this Agreement. The undersigned Client represents that he/she is duly authorized to execute this Agreement and that the terms and conditions of this Agreement will be binding on any agent, partner, spouse, child, co-owner, co-occupier, co-inhabitant, grantee, assign, guest, licensee, or invitee of Client at the Property Address or premises.
17. This Agreement shall be deemed binding and enforceable whether or not the Agreement is executed between the parties, in whole or part, before, after or during the actual inspection or the tendering of the Home Inspection Report.
18. Client agrees that this Agreement has been entered into voluntarily and by his/her own free will and accord. Client agrees that the terms and conditions of this Agreement are negotiable and Client has the opportunity to select additional services beyond a standard home inspection. Client expressly acknowledges that the terms and conditions of this Agreement are not unconscionable or oppressive and that he/she/they selected Inspector to perform this service without duress, coercion, or undue influence. Client understands and agrees that he/she/they could engage other home inspectors or home inspection companies who may provide a more comprehensive and technically exhaustive report.
19. If any Court declares any provision of this Agreement invalid or unenforceable, the Parties agree that the remaining portions will remain in effect.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL PAGES OF THIS CONTRACT, THAT I WILL READ THE HOME INSPECTION REPORT AND ALL ATTACHMENTS AND THAT I UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

CLIENT NAME: _____

PROPERTY ADDRESS: _____

DATE: _____ INSPECTION FEE: _____ PAYMENT METHOD: ___Cash or Check___

by: Benjamin C. Mechling

Client