



Report Prepared For: _____
 (Client) _____
 Property Inspected: _____
 IN 46 _____
 Inspection Date: _____

P. O. Box 3093
 Carmel, IN 46082

INSPECTION AGREEMENT

SERVICES: _____ FEES: _____
TOTAL FEES: _____

The signature below indicates to all parties that the client has read and understands this contract for inspection services.

This agreement is by and between the client (indicated above) and Gibbs & Surette Inspect. (The Inspection Company)

THE INSPECTION REPORT WILL NOT BE RELEASED UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE CLIENT AND ALL SERVICES HAVE BEEN PAID IN FULL.

1. WHAT AN INSPECTION IS: A home inspection is a limited and primarily visual inspection of the readily accessible areas and systems of the property. Readily accessible areas or systems are those available for inspection without (i) requiring moving of personal property, or (ii) taking apart or removing any component, device or piece of equipment that would not be taken apart or removed by a homeowner in the course of normal and routine homeowner maintenance. The purpose of the inspection is to find major defects and inform the client about the condition of the systems and components of the home as inspected at the time of the inspection. The inspection shall be performed in accordance with the Standards of Practice of the American Society of Home Inspectors, Inc., whose terms are incorporated herein by reference. A copy of these standards will be made available upon request.

2. WHAT AN INSPECTION IS NOT: The inspection is not an in depth or technically exhaustive analysis of the property and is not a code inspection or engineering evaluation.

A. THE INSPECTION MAY NOT FIND EVERY DEFECT: Because of the limited visual nature of the services there is a likelihood that the inspection company may not find every defect in the property. The client acknowledges the potential that the inspection company may not find every possible defect and further acknowledges that the inspection company can not be responsible for defects that may exist in the property but can not be discovered through a limited visual inspection of the readily accessible areas of the property. Defects that are hidden, latent, concealed, covered or in any way not discoverable at the time of the inspection are not the responsibility of the inspection company. The inspection is limited by the weather conditions at the time of the inspection. The weather conditions may either help or hinder the inspection company's ability to find defects. The inspection company will not be responsible for defects which could only have been found in weather conditions different than the weather conditions at the time of the inspection.

B. NOT AN INSURANCE POLICY OR A WARRANTY: This inspection is not an insurance policy and/or does not provide a warranty or guaranty of any kind on the property inspected.

3. GREATER PROTECTION: If the client desires greater protection than can be provided in a limited visual inspection then one or both of the following options are available;

- A.** At the clients request a technically exhaustive inspection can be provided for a fee not to exceed 5% of the purchase price of the property. A technically exhaustive inspection would include the extensive use of measurements, instruments, testing, calculations, and other means to develop scientific or engineering findings, conclusions and recommendations. With proper authorization this service would involve limited demolition or destructive testing.
- B.** At the clients request the inspection company will arrange for the purchase of a one year home warranty policy from a third party warranty company. Additional fees for this warranty shall be the responsibility of the client.

4. ITEMS NOT INCLUDED: Items which are NOT part of the inspection include, but are not limited to;

- Environmental: - lead paint, asbestos, toxic materials, mold and radon (unless contracted for separately)
- Appliances: - garage door opener remote transmitters/receivers, refrigerators, freezers, free standing kitchen appliances, laundry appliances, water softeners and filters, and self cleaning or continuous-cleaning capabilities of ovens.
- Equipment: - swimming pools, spas, tennis courts, playground equipment, or other recreational or leisure equipment.
- Cosmetics: - floor coverings, interior paint, nicks and scratches in walls, ceilings, floors and trim or other conditions in the property that would be considered cosmetic only.
- Insects: - any non-wood infesting insects, such as fleas, cockroaches, bees, mites, ticks, flies, etc.
An inspection for wood destroying insects such as termites, carpenter ants, carpenter bees, etc. is not included in the home inspection but can be contracted for separately.

(This agreement is continued on the reverse side)

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5. LIMITATIONS OF LIABILITY:

A. RIGHT OF REINSPECTION: If a component of the home, a system thereof, or any mechanical equipment servicing it inspected and reported by the inspection company is discovered as requiring repairs or replacement which differ from that stated in the inspection company's report and the client believes that the inspection company should be liable for the item, the client will inform the inspection company and allow the inspection company to re-inspect the item before the client repairs or replaces the item. If the client does repair, replace or alters the item before the inspection company has had the opportunity to re-inspect it, the client waives any and all actions against the inspection company.

B. LIMITATION OF INSPECTION COMPANY'S LIABILITY: IF THE INSPECTION COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO ITS PERFORMANCE OR FAILURE OF PERFORMANCE OF THE SERVICES TO BE PROVIDED HEREUNDER, WHETHER DIRECTLY OR INDIRECTLY IN ANY RESPECT, REGARDLESS OF WHETHER CLIENT'S CLAIM IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, THE INSPECTION COMPANY'S LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF MONEY ACTUALLY PAID BY THE CLIENT TO THE INSPECTION COMPANY FOR THE SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT AND SUCH AMOUNT SHALL BE DEEMED LIQUIDATED DAMAGES AND NOT AS A PENALTY AND SHALL BE THE EXCLUSIVE LIABILITY OF THE INSPECTION COMPANY TO THE CLIENT. IN NO EVENT SHALL THE INSPECTION COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE OR FOR ANY CLAIM AGAINST THE CLIENT BY A THIRD PARTY.

6. WORKING ON THE HOUSE: Contractors, repairmen, engineers, architects or homeowners that may work on the property after the inspection may find defects through the course of disassembling components of the property. The inspection company will not disassemble or use any destructive techniques and therefore the inspection company will not be responsible for defects which may be found using destructive measures.

7. STATUTE OF LIMITATIONS: No suit or action shall be brought against the inspection company by the client for any loss, cost, damage, expense, liability, or otherwise arising out of or relating in any way to this agreement and the services to be performed or performed hereunder at any time after one (1) year after the date of the inspection.

8. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the client and the inspection company. Any additional inspections shall be performed subject to the terms and conditions of this agreement, except for any applicable fees for additional inspections.

9. LITIGATION: Should the client make any claim or file any lawsuit against the inspection company, the client shall pay all damages, expenses, costs and attorney's fees of the inspection company if the the client does not win.

10. ARBITRATION: The parties agree to arbitrate any claim which may arise out of the performance of this Agreement. Any such claim shall be waived unless the demand for arbitration shall be made within one year from the inspection date. **THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES IN ACCORDANCE WITH INDIANA LAW.**

11. WRITTEN INSPECTION REPORT: A written inspection report shall be furnished to the client by the inspection company within a reasonable time after completion of the inspection. The client's signature below indicates that the client will read the report in its entirety. No verbal representations shall in any way modify the written report.

COPIES OF THE REPORT:

As a courtesy, the inspection company will distribute copies of the inspection report to the Client's Agent and the Owner's Agent unless otherwise instructed by the Client. (Please write in any different instructions:)

Do NOT distribute the report to: _____

Also distribute the report to: _____

Client

Date:

Time:

Executed as of the date written on page one, Clients signature is acknowledgment that the Client has read the foregoing Agreement and understands its terms and conditions.