



## HEART OF GEORGIA HOME INSPECTIONS, LLC

### INSPECTION AGREEMENT

(PLEASE READ CAREFULLY)

THIS AGREEMENT is made and entered into by and between you, the undersigned Client, and Heart of Georgia Home Inspections, LLC, the Inspector.

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of \$\_\_\_\_\_, payable in full prior to performance of the home inspection 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 provide you with 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. The report is only supplementary to the seller's disclosure.
3. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). If your jurisdiction has adopted mandatory standards that differ from InterNACHI's SOP, we will perform the inspection in accordance with your jurisdiction's standards. You understand that InterNACHI's SOP contains limitations, exceptions, and exclusions. You understand that InterNACHI is not a party to this Agreement, has no control over us, and does not employ or supervise us.
4. 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; pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating system's accessories; solar heating systems; heat exchangers; lawn sprinkler systems; water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arrestors, load controllers; trees or plants; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, and EIFS. 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.
5. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.
6. **LIMITATION ON LIABILITY AND DAMAGES.** We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future or any property damage or bodily injury or any nature. If repairs or replacement are done without giving the inspector the required notice, the inspector will have no liability to the client. In all cases, our liability is limited to liquidated damages in an amount not greater than 1.5 times the inspection fee. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that this liquidated damages is not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee.
7. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.
8. 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. Failure to comply with these conditions releases us from liability. The client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report of State/Province law. Furthermore, any legal action must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred.
9. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. You agree that the exclusive venue for any legal action against InterNACHI itself, allegedly arising out of this Agreement or our membership in InterNACHI, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with 30 days' written notice of the nature of the claim, in sufficient detail and with sufficient supporting documents that InterNACHI can evaluate it. In any action against us or InterNACHI, you waive trial by jury.
10. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.



11. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.
12. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.
13. You may not assign this Agreement.
14. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.
15. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

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CLIENT PRINTED NAME

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CLIENT SIGNATURE

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DATE

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CLIENT PRINTED NAME

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CLIENT SIGNATURE

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DATE