

# DuBose Home Inspection, Inc.

## Inspection Agreement

The address of the property is: \_\_\_\_\_  
Fee for the home inspection is \$ \_\_\_\_\_  
THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between \_\_\_\_\_ DuBose Home Inspection, Inc. \_\_\_\_\_  
(hereinafter "INSPECTOR") and the undersigned \_\_\_\_\_ (hereinafter "CLIENT").

### The Parties Understand and Agree as follows:

1. INSPECTOR GUARANTEES to perform a visual inspection of the home and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. The inspection will be of clearly visible and readily accessible areas of the house. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
2. INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the State of South Carolina along with the Standards of Practice of the American Society of Home Inspectors (ASHI).
3. CLIENT understands that the inspection will be performed in accordance to the aforementioned Standards, which contain certain limitations, exceptions, and exclusions. The INSPECTOR does not claim expertise in specific home components or systems and the CLIENT should not expect that the INSPECTOR will find every problem that exists or ever could exist, but only the INSPECTOR will report deficiencies the INSPECTOR both observed and deemed a significant material defect. The inspection is not intended to be technically exhaustive and equipment and systems will not be dismantled.
4. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties.
5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place.
6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations.
7. The CLIENT agrees and understands that the maximum liability incurred by INSPECTOR for errors and omissions shall be limited to the amount paid for this basic home inspection. The CLIENT understands a comprehensive home inspection is available for additional fees.
8. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, then the CLIENT will pay all legal costs, expenses and fees of INSPECTOR in defending said claims.
9. If any provision of this Agreement is declared invalid or unenforceable by any court, the remaining provisions will remain in effect. This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assigns. CLIENT shall have no cause of action against INSPECTOR after one year after from the date of the inspection.
10. CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected, harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees for the purpose of inspecting the subject home.
11. Payment is due upon completion of the on-site inspection. By paying for this inspection with a check, you are accepting our check acceptance policy. In the unlikely event your check is returned unpaid, you understand and agree that your check may be electronically re-deposited or if necessary re-deposited by paper draft. You understand and agree that we may collect a return check processing charge of \$30 by the same means and allowable by state law. If the CLIENT wishes to defer payment to closing, then the CLIENT agrees to furnish the INSPECTOR with a valid credit card, and in the event the closing isn't completed by the date stated below, then the INSPECTOR is allowed to charge the inspection fee to the credit card. The CLIENT agrees to pay all legal and time expenses incurred plus 1½% per month finance charge in collecting due payments.  
CLOSING DATE \_\_\_\_\_

THE ABOVE IS UNDERSTOOD AND AGREED TO, AND CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

\_\_\_\_\_  
INSPECTOR

\_\_\_\_\_  
CLIENT OR REPRESENTATIVE

\_\_\_\_\_  
DATE