

HOME INSPECTION AGREEMENT

The address of the property is: _____

Fee for the home inspection is \$ _____

THIS AGREEMENT made this _____th day of _____, by and between **MILESTONE HOME INSPECTION, LLC** (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT").

THE PARTIES AGREE AS FOLLOWS.

- 1 INSPECTOR agrees to perform a visual inspection of the subject house and to provide CLIENT with a written inspection report identifying the deficiencies that INSPECTOR both observed and deemed major. The inspection will be of clearly visible and readily accessible areas of the house. INSPECTOR may offer comments on items or systems as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
- 2 The visual inspection and report is completed when practicable at the site. Some items are checked by taking a sample, which is analyzed and reported later. 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, repair persons and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties.
- 3 **INSPECTOR GUARANTEES** to perform a visual inspection of the home, including the readily accessible components and systems, and to report observed deficiencies, which INSPECTOR deems to be significant material defects.
- 4 **INSPECTOR WANTS THE CLIENT TO KNOW:**
 - INSPECTOR does NOT claim expertise in specific home components or systems.
 - The CLIENT should NOT expect the INSPECTOR will find every problem that exists or ever could exist, but only that INSPECTOR will report deficiencies that INSPECTOR both observed and deemed a significant material defect.
 - The parties agree and understand that the INSPECTOR and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repair or replacement are done without giving the INSPECTOR the required notice, the INSPECTOR will have no liability to the Clients. The Client further agrees that the INSPECTOR is liable only up to the cost of the inspection. This clause may be contrary to local law. Please verify applicability.
 - INSPECTOR will NOT move personal property, debris, furniture, equipment, and carpeting or like materials, which may impede access or limit visibility.
 - The inspection is NOT intended to be technically exhaustive.
 - Equipment and systems will NOT be dismantled.
- 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, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection.
- 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. 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 cost, expenses and fees of INSPECTOR in defending said claims.
- 7 Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, and form of negligence, fraud or misrepresentation arising out of, from, or related to, this contract or arising out of, from, or related to, the inspection or inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Dispute of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be final and binding judgment on the Award may be entered in any Court of competent jurisdiction.
- 8 Payment is due upon completion of the on-site inspection. The CLIENT will pay all legal and time expenses incurred in collecting due payments.
- 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 beyond the earlier of one year after the date of the inspection or the date of this Agreement.

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

FOR INSPECTOR

CLIENT OR REPRESENTATIVE

E-mail: _____