

## **RESIDENTIAL BUILDING INSPECTION AGREEMENT**

Contract made between \_\_\_\_\_ ("Client") and Best Home Inspection & Construction Co. LLC. ("Inspector").

### **RECITALS**

WHEREAS, Client desires to have a ***visual inspection*** of the building located at

\_\_\_\_\_, and

WHEREAS, Inspector agrees to perform a visual inspection for Client under the terms and conditions set forth in this agreement: In consideration of the mutual promises set forth in this agreement, Client and Inspector agree and covenant as follows:

### **SCOPE OF INSPECTION**

Inspector shall perform a **VISUAL**, inspection of open, accessible and apparent building components which are specifically identified in "Inspector's Report" ("Report"). Inspector shall perform the inspection in a safe, skillful and generally workmanlike manner in accordance with industry standards. Inspector shall in no event alter, build, repair, maintain and/or service any building component which falls within the scope of this agreement. Upon the tender of delivery of the Report, Inspector shall have fully and completely discharged Inspector's duty of performance under this agreement.

### **PAYMENT**

Client agrees to pay Inspector the total sum of \$\_\_\_\_\_ (USD) for the visual inspection to be performed under this agreement.

### **LIABILITY**

INSPECTOR'S LIABILITY FOR ANY MISTAKE OR OMISSION WHICH ARISES WITHIN THIS CLIENT-INSPECTOR RELATIONSHIP ESTABLISHED BY THIS AGREEMENT SHALL BE LIMITED TO A REFUND OF THE FEE PAID FOR THE VISUAL INSPECTION AND REPORT.

Client agrees to assume all risk of loss which exceeds the fee paid for the visual inspection and Report, and to hold Inspector, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including cost, attorney's and expenses incident thereto for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection with this agreement unless caused by gross negligence or willful misconduct of Inspector, its officers, agents or employees.

### **SETTLEMENT AND WAIVER OF POTENTIAL CLAIMS**

Client agrees to immediately accept a refund of the fee paid for the visual inspection and Report as full settlement of any and all claims which may ever arise out of or in connection with this agreement. Wherein Inspector tenders a full refund, Client hereby voluntarily agrees to waive all claims for damage or loss to person or property that may be caused by any representation, act, or failure to act, of Inspector, its officers, agents or employees.

### **DISCLAIMER OF WARRANTIES**

Inspector makes no warranties or guarantees with respect to the building that is the subject of this agreement. Any representation or warranties not included within this agreement whether express or implied are hereby disclaimed. There is no warranty whatsoever on major or minor damage or defects which may develop or become visible at any time subsequent to Inspector's visual inspection.

### **HAZARDOUS SUBSTANCES EXPRESSLY EXCLUDED**

Hazardous substances are expressly excluded from the terms of this building inspection agreement. Hazardous substances include but are not limited to the following: odors, radon, pesticides, fungicides, toxins, carcinogens, all petroleum based chemicals, asbestos, lead, flood plains, noise, contaminants in soil, water and air, electromagnetic fields and formaldehyde.

Acceptance Signature: \_\_\_\_\_