

## **Inspection Agreement**

**This agreement limits our Liability – Please Read It Carefully**

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the Property at: \_\_\_\_\_

### **The terms below govern this Agreement.**

1. THIS AGREEMENT made \_\_\_\_/\_\_\_\_/ 20\_\_\_\_, by and between 1A Home Inspections (hereinafter “INSPECTOR” or “WE”) and the undersigned (“CLIENT” or “YOU”), collectively referred to herein as “the parties.”

The Parties understand and voluntarily agree as follows:

2. We will perform a visual inspection of the home/building and provide you with a written report identifying the defects that we (1) observed and (2) deemed material. The report is only supplementary to the seller’s disclosure.

3. Unless otherwise noted in this Agreement or it is not possible, we will perform the inspection in accordance with the current Standards of Practice of the Oklahoma Construction Industries Board. You understand that these standards contain limitations, exceptions, and exclusions. This is not an exhaustive inspection where the inspector will physically take apart systems/components. THIS IS A VISUAL INSPECTION ONLY. You understand that the we are not experts in any field. Inspector may not detect intermittent occurrences and cannot see beyond finishing’s of the house (i.e. beyond sheet rock walls or floor coverings). The inspector is not responsible to turn on any main valve for utilities or light any pilot lights for gas.

4. Unless otherwise indicated in writing, we will NOT test for the presence of radon – a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated in writing, we will not test for mold. Unless otherwise indicated in writing, we will not be looking for, or testing for, the presence of wood destroying insects. Unless otherwise indicated in writing, we will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, formaldehyde, soil contamination, and other environmental hazards or violations. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

5. Our inspection and report are for your use only. You give us permission to discuss 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 for any liability 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. We assume no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. You agree that in all cases our liability shall be limited to liquidated damages in an amount not greater than the fee you paid us. 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 the liquidated damages are not a penalty, but that we intend them to (i) reflect the fact that actual damages may be difficult and 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. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of adverse conditions within seven days of discovery; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability. 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. Should a dispute arise related to the inspection, report, or interpretation of report, CLIENT agrees to undertake only emergency measures and will not alter, repair, replace, correct, or modify any disputed component without first giving Inspector right to re-inspect. Furthermore, You agree to first attempt to resolve any dispute informally. Should such an attempt fail, You agree to submit the dispute to binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Incorporated, and that the decision of the appointed arbitrator shall be honored and binding on the parties and entered in any Court of competent jurisdiction. Should You initiate either arbitration or court action without first attempting mediation, You shall not be entitled to recover attorney fees and costs that might otherwise be awarded to the Inspector through arbitration or court action.

10. You agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction 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 fees incurred in defending that claim.

11. 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 or promises other than those set forth herein. 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.

12. Payment of the inspection fee (less any deposit noted above) is due when we complete the inspection. You agree to pay all costs and attorney's fees incurred in collecting the fee owed to us. If the Client is a corporation, LLC, or similar entity, You agree to pay all fees.

13. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

14. You may not assign this Agreement.

15. If a court finds any term of this Agreement ambiguous or that it otherwise requires 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 Agreement.

16. 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.

\_\_\_\_\_  
CLIENT (Date)

\_\_\_\_\_  
CLIENT (Date)

INSPECTOR: \_\_\_\_\_

OK Lic #70001424

\_\_\_\_\_  
(Date)