

## Inspection Agreement

This agreement is made and entered into by and between Michael J. Jones Sr., Genesis Home Inspections, LLC, hereinafter referred to as "Inspector", and \_\_\_\_\_, hereinafter referred to as "Client".

This inspection is performed according to standards and practices of the state of South Carolina Residential Builders Commission. The comments made in this report are based on the condition of the home at time of inspection. As the home ages, the condition of the home and its components are likely to change and some building components will decline.

The purpose of this inspection is to identify and disclose visually *observable* major deficiencies of the inspected systems and items at the time of the inspection only. It is not the purpose of the inspection to determine who is responsible for repairs as this inspection is a disclosure of *visible* observable deficiencies. Detached buildings are not included.

This inspection report is not intended to be technically exhaustive nor is it considered to be a GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE CONDITIONS OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED ON AS SUCH. The Inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components, or the contents therein. Company is neither a guarantor nor insurer. It is highly recommended that licensed competent contractors be used in your repairs or further inspection as it relates to the comments in this report. For a fee, our company can return and review the inspection, or inspect the home again. The inspection company and inspector(s) are not responsible for any discoveries included in this report or not found during the inspection.

THE INSPECTION AND REPORT DO NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS CODE AND REGULATION COMPLIANCE, THE POSSIBLE PRESENCE OF OR DANGER FROM MOLD, ASBESTOS, RADON GAS, LEAD PAINT, UREA FORMALDEHYDE, SOIL CONTAMINATION AND OTHER INDOOR AND OUTDOOR SUBSTANCES.

Any matter concerning the interpretation of this agreement, of the Inspection Report, or any claim based upon either of them shall be subject to mediation between the parties or failing such mediation shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, except for the rules pertaining to the arbitrator selection. The three (3) arbitrators should have knowledge of the home inspection industry and one arbitrator must be a member of ASHI with at least five (5) years of Home Inspection experience.

The inspection service was conducted physically at the property. The physical on-site inspection of the property is a very valuable time of exchange of information between the Inspector and the Client. Any particular concern of the Client must be brought to the attention of the Inspector before the inspection begins. The written report will not substitute for Client's personal presence during the inspection. It is virtually impossible to fully profile any building with any reporting system. Unless Client attends and participates in the inspection process itself, the Client will have no chance of gaining all of the information that is offered.

The Inspectors and/or Inspection Company's liability is not to exceed the cost of the inspection. The inspector and/or Inspection Company are not liable for items discovered or not discovered before, during, or after the inspection.

A copy of this report and photos is supplied to the client and their representative.

Clients Name \_\_\_\_\_ Clients Signature \_\_\_\_\_ Date \_\_\_\_\_