

1. This agreement authorizes **Genesis Home Inspections, LLC** (hereafter referred to as COMPANY) to conduct a visual, non-destructive, general home inspection on the house at the **123 Main St., Fakesville, KY 12345** (hereafter referred to as PROPERTY) on **February 13, 2023** and to provide **Demo Dan** (hereafter referred to as CLIENT) with a written opinion as to the apparent general condition of the components and systems observable as they exist at the time of the inspection. This Agreement and any invoice are part of the report. If CLIENT is not present or does not sign this Agreement, receipt of the report and/or payment of fee is to be considered acceptance of this Agreement. CLIENT also agrees to hold COMPANY harmless for any financial losses claimed as a result of the CLIENT not obtaining proper permission to perform a home inspection from owner of property. This report is not to be used to reflect the value, marketability or as a representation as to the advisability to purchase or not to purchase this property.
2. The InterNACHI standards will be used as a guideline in conducting the inspection. If your jurisdiction has adopted mandatory standards that differ we will perform the inspection in accordance with your jurisdiction's standards. This inspection is not a past or present code compliance inspection. The inspection is essentially visual, is not technically exhaustive and does not imply that every defect will be discovered. The purpose of the inspection is to identify visible material defects and/or conditions that are observable at the time of the inspection and in the judgment of the inspector, adversely affects the function of the components and/or systems inspected or may be a safety hazard.
3. The written report to be prepared by the COMPANY shall be considered the final and exclusive findings of COMPANY. CLIENT understands and agrees they will not rely on any oral statements made by the inspector prior to the issuance of the written report. CLIENT further understands and agrees COMPANY reserves the right to modify the inspection report for a period of time that shall not exceed seventy two (72) hours after the time of the inspection as indicated on the report.
4. The fees for this inspection are based upon the size of the property to be inspected, the purchase price of the house, as well as the type of construction. COMPANY and inspector have the right to omit any area or component that is inaccessible, not operational by controls, or a common area of multifamily construction. If the inspection of a component cannot be completed for reasons outside the inspector's control and that component is omitted from report, the full inspection fee is due and payable. Payment is due at the time of inspection or must be received within thirty (30) days of the time of inspection, a late fee of \$5.00 will be charged daily. Payment is due whether CLIENT decided to purchase the property or not.
5. If the COMPANY or inspector recommends any other person or firm, they should not be automatically hired. COMPANY may schedule and order additional services with outside companies on behalf of CLIENT. CLIENT understands that it is still his or her responsibility to determine whom to hire based on CLIENT'S own judgment.
6. Any re-inspection necessary to inspect areas that are inaccessible or inoperable on the date listed on the report or to establish if defect(s) has (have) been repaired properly is not the responsibility of the inspector nor COMPANY. Persons performing repairs on inspected house are to provide the necessary written warranties that their repairs are correct and meet local codes. CLIENT is advised to make his or her own inspection and verification of these matters

before settlement of purchase. COMPANY will charge CLIENT and CLIENT agrees to pay a fee of \$150.00 per hour, including travel portal to portal, for all additional time spent by COMPANY or inspector beyond the scope of this report. This includes all consulting time relating to explanation and/or clarification of report to the CLIENT, seller, buyer, or their agents and return visits to the PROPERTY.

7. In recognition of the relative risks, rewards and benefits of this inspection to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees that to the fullest extent permitted by law, the COMPANY'S total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total amount invoiced for the home inspection fee. CLIENT may elect to increase the COMPANY'S total liability to **\$5000** by payment of **\$500** in addition to the home inspection fee prior to the time of the inspection. Such claims and causes include but are not limited to COMPANY'S negligence, professional errors, omissions, strict liability, breach of contract or breach of warranty.
8. The CLIENT and the COMPANY agree that all disputes between them arising out of or relating to this agreement shall be submitted to mediation within one (1) year from date of the inspection or forever barred. Mediator shall not be a witness in any legal proceedings related to this agreement. If mediation is not successful, CLIENT and COMPANY agree to enter Binding Arbitration. In the event that COMPANY is found to have no liability in the dispute, CLIENT agrees to pay all cost associated with the resolution of the dispute incurred by both parties. Otherwise each party shall pay their own costs that are incurred in this dispute plus 50% of the Mediator and or Arbitrator fees.
9. Unless otherwise expressly agreed to in writing, all opinions of COMPANY and its agents, to include but not limited to any data collected, opinions concerning recommendations, procedures and other information which is provided to the CLIENT pursuant to this Agreement, shall be retained as the property of COMPANY. CLIENT agrees that the consideration paid for use of this information entitles CLIENT to a limited license to use such opinions and information solely for CLIENT'S purposes relating to the real estate transaction pending on the property listed above with copy provided to selling agent listed on Invoice. CLIENT and agent, by payment of consideration to COMPANY, has not acquired any right to distribute or sell those opinions or information to any other person or entity without the express written permission of COMPANY. In no case does CLIENT acquire any right to use the information and opinions provided to CLIENT pursuant to this Agreement until CLIENT has made payment for same in full to COMPANY. COMPANY is not obligated in any way to verbally discuss this report, or repairs requested by CLIENT, with homeowner, listing agent or contractors.
10. CLIENT understands and agrees that COMPANY will transmit and store possibly personally identifiable information with 3rd party software services in the process of generating and delivering the home inspection report. CLIENT also understands and agrees that COMPANY may also choose to use this information to market new or related products to the CLIENT.
11. COMPANY and/or inspector do not evaluate or report on molds, mildews, hazardous materials, toxic substances, radon, or other materials that may be regulated by state, federal or local government agencies. Most houses built before 1978 contain some pollutants such as

friable asbestos, lead paint or UFFI. These are more appropriately dealt with by specialty inspections. Environmental concerns, for the purposes of the home inspection report, are not considered a building component of the house. If the inspector observes a questionable material, he/she is not required to recommend a specialty inspection to confirm its contents nor to remove a sample of any suspect material and have it tested.

12. CLIENT certifies that he or she has read this entire agreement, understands it, and accepts all of the terms and conditions stated. CLIENT further acknowledges receipt of a copy of this AGREEMENT and that the Standards of Practice/Code of Ethics of InterNACHI is available at <https://www.nachi.org/sop.htm>.

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