

# Systems Inspection Contract

P.O. Box 9774  
 Columbus, GA 31909  
 706-565-0333

|                   |            |
|-------------------|------------|
| Property Address: | Date:      |
|                   | Time:      |
|                   | Invoice #: |

**Client Information:**

|                  |        |
|------------------|--------|
| Name:            | Phone: |
| Mailing Address: |        |

Total Inspection Fee: \$

The Client requests the inspection of the building's systems (Electrical, Plumbing, Heating and Air Conditioning, and Kitchen Appliances) located at the above property subject to the following limitations and conditions:

**1) Visual Inspection:** The inspection conducted by Professional Inspection Services, LLC pursuant to the Contract is based on a visual examination of the readily accessible features of the building based upon the Standards and Practices of the American Society of Home Inspectors (ASHI). The inspection is not technically exhaustive. The Client is hereby put on notice that not all deficiencies will be revealed from a visual inspection. The Client is advised more comprehensive inspections are available and the Client is encouraged to consider the merits of more comprehensive inspections. Professional Inspection Services, LLC makes no representations as to compliance, infraction or breach of any building, plumbing, electrical or other code(s), zoning, land use or by-law(s) of municipal, regional, provincial or federal government/statutes including, but not limited to, any/all environmental and conservation authorities, preservation and/or historical plans or flood plans or flood plain areas.

**2) Purpose:** The purpose of a home inspection is to examine the building, to evaluate the condition of the components and to educate the Client about the general condition of the building. The quality of indoor air and the presence of irritants, pollutants, contaminants, toxic materials or organisms (e.g. mold, mildew) are not in the scope of this inspection. Professional Inspection Services, LLC may use the visible presence of mold to aid in its evaluation of the building itself. No claim is expressed or implied that all problems in the building will be discovered by the inspection.

**3) Inspection Report:** The inspection report provided after the inspection is an opinion of the present condition of the building. The inspection report, issued by Professional Inspection Services, LLC, is prepared with due skill and care and is subject to the limitations contained herein. The inspection report is limited to the physical evidence that is visually accessible at the time of the inspection. Emphasis is placed on identifying major problems. While some minor problems may be noted, an all-inclusive list of deficiencies will not be provided as part of a visual inspection..

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**4) Limitations:** In addition to, and not to limit the above, the following are not the responsibility or the subject matter of an inspection or report:

i) The inspection and inspection report excludes and does not intend to cover any areas, items and conditions, which by their nature are, concealed, not accessible, not visible, cosmetically altered, not conveniently located, otherwise difficult to inspect, or require the relocation, removal or displacement or any material, object or thing being a precondition to such inspection or inspection report;

ii) The inspection and inspection report excludes and does not intend to cover swimming pools, whirlpools, spas, hot tubs, well, water potability, septic systems, tennis courts, playground equipment or household appliances including but not limited to kitchen, leisure and laundry equipment. Also excluded are all fixtures and cosmetic conditions such as wallpapering and paint except where a visual inspection clearly indicates a significant flaw or defect;

iii) THE INSPECTION AND INSPECTION REPORT IS NOT INTENDED OR TO BE CONSIDERED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF

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MERCHANTANBILITY, REGARDING THE CONDITON OF THE PROPERTY, BUILDINGS, ITEMS CONTAINED IN THE BUIDLING, STRUCTURAL, MECHANICAL AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED UPON AS SUCH;

iv) The inspection and inspection report are based on observations of the conditions that existed at the time of the inspection only;

v) Professional Inspection Services, LLC does not warrant, represent or inspect for any hazardous materials, substances, contaminants, pollutants, toxic gases or wastes, of any kind, including those as defined in applicable statutes, regulations, orders and bylaws enacted or adopted for the protection and conservation of the natural environment including but not limited to, urea formaldehyde foam insulation (UFFI), lead asbestos, radon and gamma carbon monoxide and polychlorinated biphenyls (PCB's) wherever they may be located. Professional Inspection Services, LLC does not inspect or monitor any geological or soil conditions;

vi) Although Professional Inspection Services, LLC may look for termites and other wood damaging or non-wood damaging insect infestations, Professional Inspection Services, LLC does not assume any liability or responsibility for determining their presence, in the past present or future; and,

vii) Professional Inspection Services, LLC has limited its inspection of heating, ventilating, air conditioning, electrical and plumbing systems to their visible components and the matters specifically noted in the Inspection Report.

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**5) Limitation of Liability:** The inspection and the inspection report are furnished on an "opinion only" basis. Professional Inspection Services, LLC assumes no liability or responsibility for the cost of repair or replacing any reported and/or unreported defects or conditions. The Client agrees that the maximum aggregate liability to the inspector or Professional Inspection Services, LLC for this inspection shall be limited to the amount of the inspection fee agreed to in the Inspection Contract. The Client understands that this visual inspection report cannot accurately or completely assess risk, detect all flaws, predict all occurrences or make assurances. The Client understands that the inspection report is not a warranty, guarantee, or insurance policy.

**6) Right of Entry:** The Client warrants that they or their real estate agent have made all necessary arrangements with the selling party for the inspector or Professional Inspection Services, LLC to enter and inspect the Subject Property.

**7) Participation:** The Client acknowledges that they have been encouraged to participate in the inspection and accepts responsibility for incomplete information should they not participate in the inspection. The Client's participation shall be at their own risk for injuries, property damages, and any other damages.

**8) Expenses and Repairs:** Cost estimates on future expenses, if provided in the inspection report, are minimums and provide an order-of-magnitude estimate only. Contractors or relevant experts should be contacted for specific quotations. The Client is aware that resultant damages may occur to the building systems or components if the recommended repairs in the inspection report are not carried out in a timely manner.

**9) Eligibility and Compliance:** The inspection report does not take into account eligibility or compliance for mortgage, insurance, building or homeowners insurance or suppliers for the property (e.g. fuel or telephone companies). The inspection report does not cover code compliance issues set by insurance companies, government or other regulatory authorities.

**10) Third Parties:** The client requests this inspection and inspection report for their confidential use only. The Inspection Contract, any interest herein or claims hereunder including those for money or payments, shall not be transferred or assigned by the Client. The Client promises to indemnify and hold harmless the inspector and Professional Inspection Services, LLC for any damages and/or expenses involved in addressing or defending claims made by others in relation to this report. The information provided in the inspection report will be the Clients property solely for this transaction. The inspector or Professional Inspection Services, LLC will disclose the inspection report to real estate agents, sellers, lenders or other parties intimate to the particular transaction for the purpose of clarification and facilitation of repairs only with the client's permission.

**11) Arbitration:** Client and Professional Inspection Services, LLC agree to submit all disputes related in any way to obligations arising under this contract for binding arbitration to the American Arbitration Association and to use the "Standards or Practice" of the American Society of Home Inspectors as the gauge. All expenses associated with the arbitration will be assumed by the party requesting the process.

**12) Severability:** If any provision of this Inspection Contract is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part or such provision and all other provisions hereto shall continue in full force and effect.

**13) Binding:** This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heir, executors, administrators, successors, assigns and legal representatives.

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| <p><b>I have read, understand and accept the terms of this Inspection Contract</b></p> <p><b>Client Signature:</b> _____</p> | <p><b>Date:</b> _____</p> |
|--|---------------------------|