

# Inspection Contract Agreement

Between IES Services, LLC (Inspector) and Client

**This contract limits our liability. Please read carefully.**

## SCOPE OF INSPECTION

The scope of the inspection is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report that may be in need of immediate major repair. The inspection will be performed in accordance with generally accepted standards of practice. The scope of the inspection is limited to the items listed in the report pages and readily accessible to the Inspector.

The Inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If the Inspector recommends the Client consult with specialized experts, the Client must do so at the Client's expense. This inspection is intended to reduce the risk of finding unforeseen problems, not to eliminate that risk.

## NOT INCLUDED IN THE SCOPE OF THE INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furniture, or any other thing is not included in this inspection.

The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection.

This is not a home warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures which may be required by law.

Some specific items not included in the scope of this inspection include, but are not limited to:

Asbestos, Formaldehyde, Mold or Fungi, Radon, or bio-aerosols  
Soil or geological conditions  
Building code or zoning ordinance violations  
Engineering analysis of any system  
Pests, Termites, or other wood destroying organisms  
Swimming Pools or spas or related equipment  
Items noted as being excluded in the Inspection Report  
Elevators, automatic gates, radio-controlled devices  
Telephone, cable, satellite, security systems, intercom, water filtration systems  
Freestanding appliances  
Efficiency of any installed system  
Condition of detached buildings  
(Note: Some of these items may be included for additional fees. Talk with your Inspector.)

**IES SERVICES, LLC MUST RECEIVE A COPY OF THIS AGREEMENT SIGNED BY THE CLIENT PRIOR TO THE INSPECTION. Please sign and fax a sign copy to: 864-585-7394**


Inspection Location: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

**I have read, understand, and agree to all the terms and conditions of this contract.**

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Inspector's Signature:   
George L. Evans, IES Services, LLC

**Client hereby grants permission for the following to receive a copy of the inspection report:**  
Client Initials / Agents' Name and E-mail address:

Client's Real Estate Agent: \_\_\_\_\_

Seller's Real Estate Agent: \_\_\_\_\_

## DISPUTES

Any dispute arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the recognized Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorneys' fees, arbitrator, and other costs.

Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

## LIMITATION ON LIABILITY

**Inspector's liability for mistakes or omissions in this inspection report is limited to a refund of the fee paid for this inspection and report.** The liability of Inspector's principals, agents, and employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability limitation is binding on Client and Client's spouses, heirs, principals, assigns, and anyone else who may otherwise claim through Client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims which may ever arise from this inspection.

## CONFIDENTIAL REPORT

The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part to any other person. Client may choose to distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client and Inspector do not in any way intend to benefit said seller or real estate agents directly or indirectly through this Agreement or the inspection report. Client agrees to indemnify, defend, and hold Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

Heated Square Footage:	_____
Inspection Fee:	_____
_____ Fee:	_____
TOTAL Inspection Cost:	_____