

Playing it safe home inspections Inspection Agreement

This agreement is made between and entered into by Playing it Safe Home Inspection, LLC,

referred to as "inspector" and _____ referred to as "client".

Email
address:

Phone number:

Mailing
address:

City:

State: SC

UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY

Zip:

THIS CONTRACT SUBJECT TO ARBITRATION PURSUANT TO SOUTH CAROLINA
CODE 15-48-10.

Any dispute, controversy, enter interpretation of claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final binding arbitration under the rules and procedures of the expedited arbitration of home inspection disputes of construction arbitration services, Incorporated. The decision of the arbitration appointed thereunder shall be final and binding and judgment on the award maybe entered in any court of competent jurisdiction.

The client(s) agree and understand that Playing it Safe Home Inspection, LLC. is not an insurer and does not insure against defects in the property, and that the maximum liability incurred by the inspection company or the inspector(s) for error and omissions in the inspection, including any liability of any inspector, subcontractor, owner or employee of the inspection company is any, to the clients shall be limited to two times the amount of the fee paid for the applicable inspection as a result of a settlement. Such damages are the sole and exclusive remedy of client(s). Client(s) agreed to pay all legal expenses and reasonable compensation for loss of time that may be incurred by an inspector, subcontractor, owner or employee of the inspection company as a result of any legal action by the client(s) where the client(s) do not prevail client(s) understand that compensation inspections may be available for from other companies.

Client understands that a home inspection is a visual observation, with limited use of mechanical instrument, of readily accessible areas of the building, according to the State standards of practice. The inspection is it intended as a general guide to help the client(s) make his or her own evaluation of the overall condition of the home inspection expresses the personal opinion of the inspector at the time of the inspection. Major and safety conditions should be further evaluated by a structural engineer and or a licensed builder or specialize contractor.

1. The client will pay the sum of \$_____ for the inspection of the property, being the residence, and garage or carport, if applicable, located at:

City: Columbia South Carolina

2. The inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible install system and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.
3. The parties agreed that the South Carolina State standards of practice shall define the standards of duty and the conditions, limitations, and exclusions of the inspection and is incorporated by reference herein.
4. The inspection will not include an appraisal of the value, termite inspection, or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. Referred to the sections of the agreement that list the systems, items and conditions that are not included in this inspection and also to include the report limitations in your report.
5. The parties agree and understand the inspector is not an insurer or guarantee or against defects in the structure, items, components or systems inspected. Inspector makes no WARRANTY, express or implied, as to the fitness for use, condition, performance or adequacy of any inspected structure, item, component, or system.
6. If client is married, client represents that this obligation is a family obligation incurred in the interest of the family.
7. This agreement, including the terms and conditions of the inspection listed on paragraph 10 & 11 and represents the entire agreement between the parties and their are no other agreement either written or oral between them. This agreement shall be amended only by a written agreement signed by both parties.
8. Clients also agreed to obtain authorization if needed for the inspector to take photos of property inspected. Photos will not show entire inspected area. However will show specific inspected areas of concern from the inspection. Also client(s) have read the entire agreement and accepts and understands this agreement as hereby acknowledged. In addition, client(s) agrees to obtain authorization to walk on the roof if required and removal of the electrical panel cover if needed.
9. Client(s) agree in order for the inspector to release any information to any agency or person must first call inspector and give authorization.

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DISCOVERY OF PROBLEMS: the client(s) agreed to notify inspection company in writing of any complaints or items in question within 14 days of discovery and to allow the inspection company and the inspector access to the property to evaluate these items before corrective action is taken. Immediate repair should be made and life-threatening situations. In other than life-threatening situations, client(s) failure to permit the inspection company to reinspect the items in issue shall mean the client(s) has waived any claim against the inspection company and inspector will respect to that item. In no event shall any action be brought against the inspection company or inspector(s) for a breach of this agreement at anytime beyond six(6) months after the date of the inspection and this agreement.

Third Party indemnification: This inspection and report are not intended for the use or benefit of anyone other than the client(s). No third party shall have any right arising from the inspection of this report. In consideration for the inspection Company furnishing the report, client(s) shall indemnify and hold the inspection company and the inspector(s) harmless for any claims, demands, or cost as a result of any third-party demand or claim arising out of the inspection or the report.

Client(s) agrees for the inspector to release reports to any real estate agency that is participating in the buy/sell of the inspected property.

Client(s) understand the inspection fee's are not continuance on the final sale of the home. In the event the home does not close and/or payment is missed at closing, that client(s) is responsible for all fees due and payment will be made in full within 30 days. If payment is not received within 30 days of the agreed-upon date a late fee of of \$25 per month will be assessed for each month. After the agreed upon date. Any legal fees,court cost, collection fees to obtain the inspection fee will be assessed after the 30 day period of the agree upon date.

Agreed payment date:

My client(s) signing below, client(s) acknowledge that both pages have been read of this contract, that client(s) will read the report and all disclaimers attached with the report before purchasing the property, that client(s) understand the terms and conditions and that client(s) agree to be bound by these terms and conditions and to pay the inspection fee. Acceptance and understanding of this agreement are hereby acknowledged;

Realtor
information:

Phone number:

Closing
attorney:

Email:

CLIENT(s) SIGNATURE:

ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS

The parties understand and agree that the inspector and its employees and its agents assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequently damage or bodily injury or any nature. In the event of a claim by the client that an installed system or component of the premises which was inspected by the inspector was not in the condition reported by the inspector.

Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to sit: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, other environmental hazards; pest infestation; security and fire protection system; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational or playground equipment or facilities; underground storage tanks, efficiency energy efficiency measurements; portable appliances eat. (e.g. Washer, dryer's, window air conditioners refrigerators); internal or underground drainage or plumbing, any systems which are shut down or otherwise secured; water wells (water quality and quality); Zoning ordinates; concealed or private security systems; heating systems accessories; solar heating system; sprinkler system; water softener; central vacuum systems, telephone, intercom or Cable TV systems; antenna, heat sensors, lightning arrestors, trees or plants; governing codes, ordinances, statutes and covenants for cosmetics or code conformity.

Areas of inspection are: installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating and cooling (weather permitting); attic; crawlspace; kitchen appliances that are fixed; insulation and ventilation; structural; bathrooms; garage. Relate accessible systems and components; only those systems and components where inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility or put him or her self in personal danger. (I. E. Remove of insulation in the crawlspace)

Client(s) initials: