



THIS AGREEMENT is made and entered into by and between Certified Home Inspection LLC, referred to as "CHI" or "Inspector" and _____, referred to as "Client".

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The Client will pay Certified Home Inspection the sum of \$_____ for the inspection of the "Property", being the residence, and only an attached garage, if applicable (ALL detached structures are additional fees), located at _____.
2. The purpose of this inspection is to identify and disclose visually observable major deficiencies of the inspected systems and items that were visible at the time of the inspection only. Latent and concealed defects and deficiencies that could only be found through invasive or destructive means are excluded from the inspection. This inspection pertains only to conditions as existing at the time of the inspection. CHI is not an insurer against any future changes of condition. By signing this agreement, the Client understands changes in future conditions (e.g. rainfall, snowfall, lack of maintenance) may reveal problems that were not visible at time of inspection.
3. The Client understands that it is the goal of the inspection to put the Client in a better position to make a buying decision. Not all improvements or defects will be identified during the inspection. Unexpected repairs should still be anticipated. This inspection 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 UPON AS SUCH**. CHI shall not be held responsible or liable for any repairs or replacements with regard to the property, systems, components, or the contents therein. CHI is neither a guarantor or insurer. Claims against CHI shall be limited to the cost of the inspection.
4. The parties agree that the "Standards of Practice" (the Standards), as defined by the State of Tennessee Department of Commerce and Insurance, shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and incorporated by reference herein. The Standards can be viewed here: <http://publications.tnsosfiles.com/rules/0780/0780-05/0780-05-12.20141104.pdf>. Specific systems covered under this inspection are: roof, exterior wall coverings, grading, drainage, and vegetation against structure, plumbing, electrical, heating and cooling, interiors, foundation and structure, insulation and ventilation, fireplaces, and major household appliances.
5. The Client understands that areas or components that were not readily accessible, blocked by personal belongings, or inaccessible due to clearance or safety issues are excluded from this inspection.
6. Systems, components, and conditions which **are not** within the scope of this include, but are not limited to: radon, mold, formaldehyde, lead paint, asbestos, mercury, carbon monoxide, chinese drywall, treated lumber, pesticides, toxic or flammable materials, other environmental hazards, pest/termite infestation, cockroaches, rodents, security and fire protection systems, treatments to windows, interior walls, ceilings and floors (wallpaper, paint, carpet, floor tile, blinds and drapery), recreational equipment or facilities, private well and septic systems, solar heating systems, sprinkler systems, fences and gates, water treatment systems, telephone, intercom, cable TV or electronic cabling systems, antennae, lighting arrestors, electric generators, hot tubs, steam bath/showers, swimming pools, barbecues, or engineering survey of geological conditions. Client understands that these conditions, systems, and related components are exempt from this inspection. Any general verbal discussions about these systems, components, and conditions are only informal and are not to be relied upon by Client. Any observations made of the possible presence of mold, asbestos, or insect infestations are provided as a courtesy and are outside the scope of the inspection. Client understands that follow up evaluations on such referenced conditions should be made by qualified contractors performing inspection and corrections within the scope of these conditions.
7. The Client is required to have a Pest/Termite inspection and a clearance letter stating that no WDO (wood destroying organism) activity was present at the home, as CHI does not report on the presences of WDO infestation or related damage that may be concealed or latent.

8. The inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. CHI accepts no responsibility for use or misinterpretation by third parties. In the event that any person, not party to this Agreement, makes any claim against CHI, its employees or agents, arising out of the services performed under this Agreement, the Client agrees to indemnify, defend and hold harmless CHI from any and all damages, expenses, costs and attorney fees arising such a claim. You give CHI permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties.
9. The information provided in the Inspection report is based upon the opinion and conviction of CHI. The report should not be considered to be an all-inclusive list of conditions in the home, some of which could be missed by the inspector, nor is the inspection intended to eliminate all risk on the Client's behalf. The report shall not be considered to be a compliance inspection or certification for past or present governmental code or zoning regulations of any kind. Verbal comments made during the inspection are considered a courtesy and will be superseded by comments made in the actual bargained-for Inspection report. This report, in its entirety, consists of the Inspection Report and the Home Inspection Agreement. The report is only supplementary to the seller's disclosure.
10. CHI reserves the right to make revisions or to add an addendum to the original report up to two (2) business days after the inspection, or before the end of the contingency period, whichever is later.
11. We do not perform engineering, architectural, plumbing or any other job function requiring an occupational license in the jurisdiction where the property is located.
12. If you believe you have a claim against CHI, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery in sufficient detail and with the sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from any and all liability. If any such repairs or other work is commenced without giving CHI the required notice, CHI will have no liability to the Client.
13. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in Washington County, TN and judgement upon the award rendered may be entered in any court having jurisdiction. The cost of arbitration shall be borne equally between CHI and Client. Any award of damages to Client shall be limited to the cost of the performance of this inspection.
14. In the event that the Client fails to prove any adverse claims again CHI in a court of law, the Client agrees to pay all legal costs, expenses, and fees of CHI in defending said claims.
15. CHI shall not be liable under any circumstances for any exemplary, consequential or punitive damages or bodily injury of any nature. Furthermore, any arbitration or legal action must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. In the event that any of the individual paragraphs of this Agreement are declared to be unenforceable, the remaining provisions shall remain in full force and effect. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be more strictly against the party that prepared it.
16. This Agreement contains the entire agreement between the parties, and applies to both the initial inspection performed and any re-inspections, if applicable. Any modification thereto must be in writing and signed by all the parties hereto.

CLIENT HAS READ THIS ENTIRE AGREEMENT AND ACCEPTS AND UNDERSTANDS IT AS HEREBY ACKNOWLEDGED.

This agreement must be signed prior to the inspection.



Inspector

Client Signature

DATE