

Property Address: \_\_\_\_\_ Inspection Date/Time: \_\_\_\_\_ at \_\_\_\_\_

Client: \_\_\_\_\_, hereinafter called "CLIENT" Attendance: Buyer, Buyers' Agent, Seller, Listing Agent, Tenant or other: \_\_\_\_\_

Fee for the home inspection is \$ \_\_\_\_\_ (including Mold Inspection, travel &amp; reporting time; but excluding mold sampling and lab analysis).

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2007, by and between Jacques Sirvain (hereinafter "INSPECTOR"), and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "Parties." The Parties Understand and Voluntarily Agree as follows:

- INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
- Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.
- The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.
- INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
- INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing or noted here: \_\_\_\_\_ none \_\_\_\_\_
- In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.
- The CLIENT agrees to submit any disputes which may arise in connection with the Inspection of the subject property, to mediation / arbitration under the Rules of the National Association of Certified Home Inspectors' Alternate Dispute Resolution Service ([www.nachiadr.com](http://www.nachiadr.com)). The CLIENT and INSPECTOR acknowledge that they are bound by the Terms and Conditions of the Inspection Agreement, and that the outcome of any mediation and/or arbitration may be based upon those very Terms and Conditions, and in substantial compliance with the Standards of Practice of NACHI. The CLIENT further agrees that they are responsible for all costs associated with the request for mediation/arbitration. The CLIENT understands that, under the Terms of this Agreement, mediation and arbitration proceedings shall be governed and followed as prescribed under the Rules for Mediation, and the Rules for Arbitration, are set forth by ADRS. Proceedings shall first attempt to reach a voluntary settlement under the Rules for Mediation. Should mediation fail to produce a voluntary settlement, and based upon information conveyed during the proceedings, ADRS shall then render a final decision as to the outcome of the action sought under its Rules regarding Arbitration. Both Parties agree to hold the Mediator / Arbitrator, NACHI, and ADRS, harmless from the results of any sought action, or resolution reached through the process. Descriptions of the Service and related fees and processes can be found at [www.nachiadr.com](http://www.nachiadr.com)
- The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, attorney's fees, all other expenses and fees of INSPECTOR in defending said claims.
- If any court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remaining provisions of this agreement will remain in full force effect, unimpaired by the court's holding. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.
- Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.
- CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.
- By signing this agreement, the CLIENT authorizes Brink's Home Security to call at the phone numbers that CLIENT has provided, to discuss a special alarm offer.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.



\_\_\_\_\_  
FOR INSPECTOR

\_\_\_\_\_  
CLIENT OR REPRESENTATIVE

**Disclaimer:** While Jacques Sirvain holds a Master's degree in Architecture and is Associate Member of the American Institute of Architect (AIA), there are no architectural services or calculations offered as part of home/residential inspections. Unless otherwise requires, "architectural services" means any practice involving the art and science of building design for construction of any structure or grouping of structures and the use of space within and surrounding the structures or the design for construction, including but not specifically limited to: schematic design, design development, preparation of construction contract documents and administration of construction contracts.