THIS AGREEMENT is made between **Array Home Inspection, LLC** (referred to as “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 the sum of **$ \_\_\_\_\_\_\_\_\_**  (Note: There will be a $75.00 charge for returned checks) for the inspection of the “property”, being the residence and the garage or carport, if applicable, located at**:**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Please Note: Fees for re-inspections of completed repairs (if desired) start at $125.00. Fee is dependent on amount and type of repairs to be re-inspected).**

1. The inspector will perform a visual inspection in accordance with the state of South Carolina Standards of Practice and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.
2. The parties agree 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.
3. The inspection will not include an appraisal of 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. Refer to ADDITIONAL TERMS, CONDITIONS and LIMITATIONS FOR A LIST OF SYSTEMS, ITEMS AND CONDITIONS excluded from this inspection and written report.
4. The parties agree and understand the inspector is not an insurer or guarantor 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.
5. If client is married, the client acknowledges his/hers representation is a family obligation incurred in the interest of the family.
6. This agreement, including the terms and conditions outlined in the ADDITIONAL TERMS, CONDITIONS and LIMITATIONS FOR A LIST OF SYSTEMS, ITEMS AND CONDITIONS represents the entire agreement between the parties and there are no other agreements either written or oral between them. This agreement shall be amended only by written agreement signed by both parties. Disputes, should they arise, are to be conducted by a mutually agreed upon (both client & inspector)third party arbitratorand will be final and binding. The cost of the third party arbitrator will be split equally between client and inspector.
7. The client agrees that payments not received within five (5) days of agreed date below will have a late fee of **$25.00** per month from agreed date. The client further agrees to pay all collection fees if necessary. The client also authorizes our company to be paid immediately by the escrow/good faith deposit if contract is terminated for any reason.

**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 costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In the event of a claim by the client that an installed system or component on the premises which was inspected by the inspector was not in the condition reported by the inspector, the client agrees to notify the inspector at least seventy-two (72) hours of possible claim found and also seventy-two (72) hours prior to repairing or replacing such system or component. The client further agrees that the inspector is liable only up to the cost of the inspection and only if there has been a complete failure to follow the Standards of Practice for the State of South Carolina. If the repair or replacement is done without giving the inspector the required notice, the inspector will have no liability to the client. Furthermore, any legal action must be brought within ninety (90) days from the date of the inspection or will be deemed waived and forever barred. **Client’s Initials \_\_\_\_\_\_\_\_\_\_\_\_**

Systems, items and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, other environmental hazards, pest infestation, security and fire protection systems, household appliances, humidifiers, paint, wallpaper and other treatments to windows, interior walls, ceilings and floors, recreational or playground equipment or facilities, underground storage tanks, energy efficiency measures, portable appliances (washers, dryers, window a/c units, etc.), internal or underground drainage or plumbing, any systems which are shut down or otherwise secured, water wells (water quality & quantity) zoning ordinances, concealed or private secured systems, heating system accessories, solar heating systems, sprinkling systems, water softener, central vacuum systems, telephone, intercom or cable TV systems, antennae, heat sensors, lighting arrestors, trees or plants, governing codes, ordinances, statues and covenants for cosmetics or code conformity. The client understands that these systems, items and conditions are accepted from this inspection and that, any general comments about these systems, items and conditions on the written report or photographs are informal only and DO NOT represent an inspection. **Client’s Initials \_\_\_\_\_\_\_\_\_\_\_\_**

The inspection report should not be construed as a compliance inspection of any government or non-governmental code or regulations. The report is not intended to be and does not constitute any warranty or guarantee (express or implied) of the present or future adequacy or performance of the structure, its systems or their component parts. Any opinions expressed regarding adequacy, capacity or expected life of components are general estimates based on information about similar components and occasional wide variations are to be expected between actual and estimations. The inspector will not be held responsible for these opinions. **Client’s Initials \_\_\_\_\_\_\_\_\_\_\_\_**

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. The client further agrees that the inspector is liable only up to the cost of the inspection and only if there has been a complete failure to follow the State of South Carolina’s Standard of Practice (provided with this agreement). Also , that if the inspector has missed an area that can be inspected visually, without going outside of the South Carolina’s Standard of Practice, a claim can be filed with their insurance claim only after another follow up inspection on said claimed area that has been reported within the 72 hour notice after the initial inspection. **Client’s Initials \_\_\_\_\_\_\_\_\_\_\_\_**

Areas of inspection are: Installed systems and components, structural components, exterior, interior, roofing, plumbing, electrical, heating/cooling (weather permitting), attic, crawlspace, kitchen appliances (that are fixed), insulation and ventilation, structure, bathrooms, and garage. Readily 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 herself in personal danger. **Client’s Initials \_\_\_\_\_\_\_\_\_\_\_\_**

May I discuss the content of this and share the inspection report with your realtor/other? (Please circle your choices). Note: if other is circled, please indicate who here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Client’s Initials \_\_\_\_\_\_\_\_\_\_\_\_**

Signature of Client \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_ Payment Agreement Date **\_\_\_\_\_\_\_\_\_\_\_\_\_**

Client Name (Print) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Contact #’s (H)**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  (C) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Inspection Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_**Email Address **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Current Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Closing Attorney Name/Address/Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How did you hear about Array Home Inspection? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Realtor / Realty Company:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**