

# Morlin Home Services, LLC

## INSPECTION AGREEMENT

**THIS AGREEMENT** is made and entered into by and between **Morlin Home Services, 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 \_\_\_\_\_ for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at:

2. The Inspector will perform a visual inspection 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.

3. The Parties agree the ASHI® Standards of Practice (the "Standards") shall define the standards of duty and the conditions, limitations, and exclusions of the inspection and is incorporated by reference herein. A copy of the Standards is included in this report.

4. 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 current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement is done without giving the inspector the required notice, the Inspector will have no liability to the Client. The client further agrees that the Inspector is liable only up to the cost of the inspection.

5. 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.

6. If Client is married, Client represents that his obligation is a family obligation incurred in the interest of the family.

7. This Agreement, including the terms and conditions on the second page, 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. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. Client acknowledges receipt of the standards of practice, which applies.

(X) SIGNATURE: \_\_\_\_\_ (X) Date: \_\_\_\_\_ (X) Time: \_\_\_\_\_

(X) Current Mailing Address:: \_\_\_\_\_

(X) City/State/Zip: \_\_\_\_\_

(X) Email Address: \_\_\_\_\_

(X) Telephone Number: \_\_\_\_\_

Agent(s) present: Yes \_\_\_ No \_\_\_ Buyer Present: Yes \_\_\_ No \_\_\_

Agents Name: \_\_\_\_\_

Inspector's Name: Richard Morse Date: \_\_\_\_\_

Inspector's Signature: \_\_\_\_\_

Inspection #: \_\_\_\_\_

Check here if Client does not want report released to Buyer/Realtor \_\_\_\_\_

Check here if Client does not want report released to Sellers/Realtor \_\_\_\_\_

**SEE SECOND PAGE FOR ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS**

### **Additional Terms, Conditions, and Limitations**

8. 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, molds, fungi or 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 equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; heating systems accessories; heat exchangers; solar heating systems; sprinkling systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae, lightning arrestors, trees or plants; governing codes, or ordinances, statutes and covenants. Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions and the Remark section of the written report are informal only and DO NOT represent an inspection.

9. 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. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by the Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such claims.

10. The inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulation of any kind.

11. 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, the Client agrees to notify the Inspector at least 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 INCLUDED IN THE REPORT. Furthermore, any legal action must be brought within two (2) years from the date of the inspection or will be deemed waived and forever barred.

### **DEFINITIONS**

1. Apparent Conditions: Systems and components are rated as follows:

**SATISFACTORY** (Sat.) - Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.

**MARGINAL** (Marg.) - Indicates the component will probably require or replacement anytime within five years.

**POOR** - Indicates the component will need repair or replacement now or in the very near future.

2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.

3. Readily accessible systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.