

Inspection Agreement

THIS AGREEMENT is made and entered into by and between New Season 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 "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 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 that the "Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. If the State where the inspection is performed imposes more stringent standards or administrative rule, then those standards shall define the standard of duty and the conditions, limitations, and exclusions of the inspection.
4. The parties agree and understand that the Inspector assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement are 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. This clause may be contrary to local law. Please verify applicability.
5. The Parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or system 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 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 constructed and enforced in accordance with the law of the state of VA, and if that state law or regulations are more stringent than the forms of the agreement, the state law or rule shall govern.

Additional Terms, Conditions, & Limitations

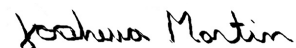
8. Systems, items, and conditions which are not within the scope of the building inspection include but not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, and other environmental hazards; pest infestation; security and fire protection systems; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors; underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; water wells; all overflow drains; heating system's accessories; solar heating systems; heat exchangers; sprinkling systems; water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arrestors, load controllers; trees or plants; governing codes, ordinances, statues, and covenants; and manufacture specifications, recalls, and EIFS. Clients understands that these systems, items, and conditions are excepted from this inspection. Any general comments about these systems, items, and conditions of the written report are informal only and DO NOT represent an inspection.

9. The inspection and report are preformed 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 the inspector arising out of the services performed by the inspector under this agreement the client agrees to indemnify, defend, and hold harmless the inspector from any and all damages, expenses, costs, and attorney fees arising from such a claim.

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

11. In the event of a claim by the client that a 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 if there has been a complete failure to follow the standards adhered to in the report or state law. Furthermore, any legal action must be brought within 1 year from the date of the inspection, or will be deemed waived and forever barred.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. This report adheres to the InterNACHI Standards which is available upon request.



Joshua Martin, Owner New Season Home Inspection