

Home Inspection Contract



This agreement is between the client named on page 2 of this contract and EZ Rider Home Inspections LLC.

I (Client) hereby request a limited visual inspection of the structure at the address named on page 2 of this contract, to be conducted by EZ Rider Home Inspections LLC, for my sole use and benefit. I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have.

SCOPE OF INSPECTION

The inspection of the subject property shall be performed by Inspector for the Client in accordance with the Standards of Practice as set forth by the Louisiana State Board of Home Inspectors. The **PURPOSE OF THE INSPECTION IS TO IDENTIFY AND DISCLOSE TO THE CLIENT MAJOR DEFICIENCIES AND DEFECTS OF THE SYSTEMS AND COMPONENTS** of the subject premises, which are visually observable at the time of the inspection. The Inspection Report shall provide the Client with a better understanding of the property conditions as observed at the time of the home inspection. Although minor problems may be mentioned, the report will not attempt to list them all. The inspection will consist of only a visual analysis of major systems and components of the property and comment on those that are in need of immediate repair, replacement, or further evaluation by a specialist. The inspection is not technically exhaustive. The Inspection Report contains information that may or may not be mentioned or discussed during any verbal discussion of the findings of the Inspector. It is agreed that no claim shall be made against Inspector for any verbal representations, which are inconsistent. **The scope of the inspection is limited to the items listed within the report pages .**

LIMITATIONS OF THE INSPECTION: The inspection is limited to readily accessible and visible major systems, components, and equipment located in and attached to the premises. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, wall coverings, floor coverings, ceiling coverings, rugs, carpets, furnishings, or other materials is not to be considered part of this inspection. Weather limitations may affect the extent to which the Inspector may inspect the property, especially in connection with the heating and air conditioning systems. This inspection is not considered to be an expressed or implied guarantee or warranty of any kind regarding the condition of the property, its systems or components. Further limitations described in the report also apply.

INSPECTION EXCLUSIONS: The following items are excluded from any inspection performed by Inspector on the subject property:

- Building code or zoning violations.
- Hidden or latent defects.
- Geological stability or soils condition.
- Structural stability or engineering analysis.
- Termites, pests or other wood destroying organisms.
- Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards.
- Building value appraisal or cost of estimates.
- Condition of detached buildings.
- Pools, spas bodies, underground piping, sprinkler systems.
- Specific components noted as being excluded on the individual system inspection forms.
- Private water or private sewage systems.
- Saunas, steam baths, or fixtures and equipment.
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls.
- Water softener / purifier systems or solar heating systems.
- Furnace heat exchangers, free standing appliances, security alarms or personal property.
- Adequacy or efficiency of any system or component.
- Prediction of life expectancy of any system or component.
- All items listed as excluded in the Standards of Practice of the Louisiana State Board of Home Inspectors a copy of which is included with this report.

LIMITATION OF LIABILITY: The liability of Inspector (its principals, agents, employees, successors in interest, or affiliates) for errors and omissions in the inspection and report is limited a refund to the client of the fee paid for the inspection and report. Client assumes the risk of all losses greater than the fee paid for the inspection and report. Client agrees and understands that this inspection is not a home warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures which may be required by law. Neither Inspector, nor its agents, principals, or employees, shall be liable for any repairs or replacement of any components, systems, structure of the property or the contents therein, either during or after the inspection.

Client agrees and understands that, for the purposes of this inspection, Inspector is acting as a licensed home inspector pursuant to the laws of the State of Louisiana and not as a professional engineer, or plumbing, electrical, HVAC, or other contractor. Any recommendation made by Inspector to client to engage the services of any of the above referenced specialized contractors or engineers for the purposes of inspecting, cleaning, servicing and/or evaluating a specific system, component, and/or structure of the subject property, shall relieve Inspector from any liability to Client for the inspection and report of those components, systems, or structures.

ARBITRATION: Any dispute arising out of the inspection, report or the interpretation of this agreement, except for non-payment of the inspection fee, shall be resolved in accordance with the Louisiana Binding Arbitration Law. The parties shall select a mutually agreed upon arbitrator who is a home inspector licensed by the State of Louisiana. If the parties are unable to agree upon an arbitrator, either party may request that a licensed home inspector be selected by the Louisiana State Board of Home Inspectors to arbitrate the proceedings. Such selection shall be binding upon the parties. The prevailing party shall be awarded all arbitration costs.

CONFIDENTIAL REPORT: The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the inspection report. Client agrees to indemnify, defend, and hold Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

Home Inspection Contract



Home Inspection For Your Protection

111 Amy Lane
Benton, LA. 71006
Phone (318) 364-7218

NOTICE REQUIREMENTS: Client agrees that any claim alleging Inspector's failure to accurately report a visually observable defective condition of the subject property shall be made in writing and delivered to the Inspector within ten (10) business days of discovery. Client further agrees that, with the exception of emergency conditions, neither Client, nor anyone acting on Client's behalf, will make alterations, modifications, or repairs to the subject of the claim prior to a re-inspection by the Inspector. Inspector agrees to re-inspect the alleged condition within 72 hours of receipt of written notice by Client, exclusive of weekends and holidays. Client further agrees and understands that any failure to notify the Inspector as set forth above, shall constitute a waiver of any and all claims for said failure to accurately report the condition.

ATTORNEY'S FEES: In the event that Client files suit in any civil court alleging claims arising out of this agreement or the services performed hereunder, Client agrees to pay to Inspector, all costs, expenses, and attorneys' fees incurred by Inspector, his agents, employees, or insurers in the defense of such suit. This section shall not apply to arbitration proceedings unless the selected arbitrator finds that the claim brought by Client is without merit and the Client has been given written notice of the claim's lack of merit prior to the proceedings.

SEVERABILITY: Client and Inspector agree that should a court of competent jurisdiction determine and declare that any portion of this contract is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

Home Warranty

_____ **Yes**, I want the 90 Day **FREE** Home Warranty, provided by American Home Warranty. By signing this agreement you authorize Brink's Home Security to call you at the phone number you have provided to discuss a special alarm system offer.

_____ **No**, I do not want the 90 Day **FREE** Home Warranty, provided by American Home Warranty.

Inspection Address _____ **Report #** _____

Client _____

FEE MUST BE RECEIVED BEFORE REPORT WILL BE RELEASED.

Inspection Fee _____

Paid By: Cash _____ Check _____ # _____ Bank _____

By signing below you acknowledge that you have read, understand, and agree to the scope of the inspection and agree to all of the terms and conditions of this contract. You also agree to pay the fee listed above.

Client: _____ **Date:** _____

Client: _____ **Date:** _____

Inspector: _____ **Date:** _____

CONTRACT INCLUDES FRONT OF THIS PAGE