

# Advantage Home Inspection Services, Inc.

## Real Estate Inspection Agreement

Client(s): \_\_\_\_\_

Client Address: \_\_\_\_\_

Subject Property: \_\_\_\_\_

This Real Estate Inspection Agreement (this "Agreement") is between the client(s) identified above (hereinafter referred to as "Client") and Advantage Home Inspection Services, Inc. (hereinafter referred to as the "Company") and sets forth the terms and conditions by which the Company will provide the inspection services described in this Agreement (the "Inspection Services") on the subject Property identified above (the "Property") and issue an inspection report (the "Inspection Report") to Client.

**1. Inspection Services.** The Inspection Services provided under this Agreement shall be limited to a visual inspection only of the readily accessible areas of the Property. As used herein, the term "Property" is limited to structures within the boundaries of the Property intended to serve as abodes or places of dwelling, and the readily accessible appurtenances thereto (e.g., garages, attics, basements and porches).

**2. Date of Inspection, Fees and Payment.** The Inspection Services described in Section 1 shall be provided on \_\_\_/\_\_\_/\_\_\_ at \_\_\_:\_\_\_:\_\_\_ . The total fee for the Inspection Services described in Section 1 is \$\_\_\_\_\_ (the "Fee"). Client agrees to pay the Fee no later than the date on which the Inspection Services are provided. Without waiving its right to payment of the Fee, the Company may withhold delivery of the Inspection Report until the Fee is fully paid. Failure to pay the total fee for the Inspection Services will result in account being referred to collections. The Client agrees to reimburse the Company for any and all expense of collection including but not limited to court cost, filing fees and attorney fees.

**3. Licensed Inspector; Standards of Practice.** The Inspection Services shall be performed by a licensed home inspector (the "Home Inspector"). The Inspection Services shall be provided in accordance with the Standards of Practice for home inspections promulgated by the Oklahoma Construction Industries Board pursuant to the Act (the "Oklahoma Standards").

**4. Scope of Inspection Services.** This scope of this inspection report is limited to the standards identified in the Oklahoma Construction Industries Board Standards of Workmanship and Practice, Title 158, Chapter 70-1-3. A copy of these standards is available on request. This Real Estate Inspection is limited to those reasonably accessible items (or parts of items) which can be seen or operated by the inspector at the time of the inspection. The purpose of the inspection is to reduce risk, but will not eliminate it entirely. Therefore, the inspection to be performed may not identify all defects or problems. It is understood and agreed by Client that, unless otherwise expressly stated in the Inspection Report, or in Section 1 above, the Inspection Services performed by the Home Inspector under this Agreement will not include inspection for the presence or absence of mold or mildew contamination, any toxic or hazardous waste or substance, including asbestos, lead paint or other pollutants, termites or other wood-destroying insects or organisms, rodents or pest infestation, contaminants or pollutants in drinking water, indoor or outdoor air contaminants or pollutants, radon gas, flood plain or prone areas on or near the Property, and geological, geotechnical or hydrological conditions in close proximity to the Property; nor will the Home Inspector check for the Property's compliance with governmental codes, ordinances, statutes or restrictions or the insurability, efficiency, quality, durability, or future performance of any item inspected. In addition, no inspection of swimming pools, spas, saunas, playground equipment, smoke alarms and other alarm equipment, fire and lawn sprinkler systems, refrigerators, ice makers, washers & dryers, solar heating and cooling systems, underground or under slab drainage or supply plumbing, central vacuum systems, paint, wallpaper, carpeting, or other finish treatments, window treatments, interior of chimneys, elevators, underground tanks and wells, water treatment systems, humidifiers, septic and other sewage disposal systems, low voltage ornamental lighting, fences & gates, storm cellars, outbuildings, retaining walls, sea walls, docks or boat lifts will be included in the Inspection Services, unless expressly agreed otherwise in writing by the Company.

**5. Inspection Report.** Subject to the payment of the Fee by Client, the Company will deliver or make the inspection report available, based on the Inspection Services provided, to the client within 3 business days after the completion of the Inspection Services. The Inspection Report will contain the good faith opinion of the Home Inspector regarding the observable need, as of the day of the inspection, if any, for the repair, replacement, or further evaluation by experts of the items inspected. Unless specifically stated, the Inspection Report will not include, and should not be read to indicate, opinions of the Home Inspector or the Company as to any of the items listed in Section 4 above.

**6. Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT OR IN THE INSPECTION REPORT, NEITHER THE COMPANY NOR THE HOME INSPECTOR MAKE ANY GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, AS TO ANY OF THE FOLLOWING: (A) THAT ALL DEFECTS WITH RESPECT TO THE PROPERTY HAVE BEEN FOUND OR THAT THE COMPANY WILL PAY FOR THE REPAIR OF DEFECTS, WHETHER DISCLOSED OR UNDISCLOSED; (B) THAT ANY OF THE ITEMS INSPECTED WERE DESIGNED OR CONSTRUCTED IN GOOD AND WORKMANLIKE MANNER; (C) THAT THE PROPERTY IS SUITABLE FOR HABITATION OR IS OTHERWISE FIT FOR A PARTICULAR PURPOSE; (D) THAT ANY OF THE ITEMS INSPECTED WILL CONTINUE TO PERFORM IN THE FUTURE AS THEY WERE PERFORMING AT THE TIME OF THE INSPECTION; AND (E) THAT ANY OF THE ITEMS INSPECTED ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE.

**7. No Third Party Beneficiaries; Indemnity.** This Agreement and all rights hereunder are intended for the sole benefit of the parties to this Agreement, and shall not be construed to imply or create any rights on the part of, or obligations, representations or warranties to, any other person or entity. Client shall indemnify, defend and hold the Company, the Home Inspector and their agents, employees, officers, and directors harmless from and against any and all claims, disputes, or causes of action brought by, any and all damages, losses or debts incurred by, and any and all judgments, awards or settlements in favor of, any third party, including all costs and attorney fees incurred in relation thereto, which arises from or is based on this Agreement or the Inspection Report, regardless of whether such claim, dispute, cause of action, damage, loss, debt, judgment or settlement is based in Agreement, tort or strict liability.

**8. Limitation of Liability.** Client agrees and understands that in no event will the Company, the Home Inspector or any of their agents, employees, officers or directors (for purposes of this Section 8, hereinafter all references to the Company includes the Home Inspector and their agents, employees, officers and directors, collectively) be liable to Client for consequential, incidental, indirect, special, punitive or exemplary damages or losses based on the Company's performance, nonperformance, acts or omissions under this Agreement or on the Inspection Report, no matter if the cause of action is based on Agreement breach, strict liability, negligence, gross negligence, recklessness, or intentional or willful conduct or misconduct, and regardless of whether such damages were foreseeable or unforeseeable. Client agrees and understands that the Company's maximum liability for errors and omissions in the Inspection Services, including any incidental services provided by the Home Inspector, or Inspection Report shall be limited to the amount of the Fee paid for the Inspection Services, not to exceed \$500.00. Client agrees to pay all legal expenses, including attorney fees, court costs and witness fees, and reasonable compensation for loss of time that may be incurred by the Company as a result of any legal action by Client where Client does not prevail.

**9. Dispute Resolution.** In the event of a dispute by Client regarding the Inspections Service performed or Inspection Report delivered by the Company under this Agreement, Client agrees to notify the Company within ten days after Client discovers the basis for the dispute, so as to give the Company a reasonable opportunity to remedy the dispute. If, in the sole opinion of the Company, a re-inspection of the Property is called for, Client agrees that the Company may conduct the re-inspection itself, employ others (at its expense) to re-inspect the Property, or both. In the event such a dispute cannot be resolved by Client and the Company, the parties agree to submit the dispute to mediation through a mutually agreeable mediator who is familiar with the home inspection industry; or failing mediation the dispute shall be resolved by binding arbitration by the America Arbitration Association, in accordance with the Construction Industry Rules, except for the rules pertaining to arbitrator selection. The (3) arbitrators should have knowledge of the home inspection industry and (1) arbitrator must be a certified member of the American Society of Home Inspectors with at least (5) years of home inspection experience.

**10. Entire Agreement.** This Agreement contains the entire Agreement and understanding between Client and the Company and supersedes all prior Agreements, understandings and representations between the parties, whether written or oral. No modification or alteration of this Agreement will be valid or enforceable unless such modification or alteration is agreed to in writing by both parties.

**11. Miscellaneous.** Client gives the Company permission to discuss the findings of the Inspection Report with real estate agents, specialists and repair persons for the sake of clarification. This Agreement is to be interpreted under the laws of Oklahoma. No action, regardless of form, may be brought by either party more than one year after the delivery of the Inspection Report to Client.

**CLIENT HEREBY ACKNOWLEDGES AND REPRESENTS THAT THEY/HE/SHE HAVE/HAS REVIEWED THIS AGREEMENT, UNDERSTAND(S) ITS CONTENTS AND AGREE(S) TO THE TERMS AND CONDITIONS CONTAINED HEREIN, INCLUDING THE LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY PROVISIONS.**

CLIENT(s) \_\_\_\_\_ DATE \_\_\_\_\_  
(If this is a joint purchase, signee represents actual authority to sign for all parties)

CLIENT(s) \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY \_\_\_\_\_ LIC \_\_\_\_\_ DATE \_\_\_\_\_  
(Advantage Home Inspection Services, Inc.)