

INDY INSPECTION SERVICES LLC - INSPECTION AGREEMENT

(Please read carefully)

THIS AGREEMENT is made and entered into by and between INDY INSPECTION 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. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the American Society of Home Inspectors ("ASHI"), posted at <https://www.homeinspector.org/Resources/Standard-of-Practice>. If your jurisdiction has adopted mandatory standards that differ from ASHI's SOP, we will perform the inspection in accordance with your jurisdiction's standards. You understand that ASHI's SOP contains limitations, exceptions, and exclusions. You understand that ASHI is not a party to this Agreement, has no control over us, and does not employ or supervise us.
4. Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, we will not test for mold. Unless otherwise indicated in writing, we will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of formaldehyde, asbestos, lead paint, soil contamination, toxic or flammable materials, molds, fungi, wood destroying organisms, pesticides, treated lumber, mercury, carbon monoxide or other environmental hazards or violations; pest infestation such as cockroaches, rodents, and wood destroying insects; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors; recreational equipment or facilities; pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; 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, statutes, and covenants; subterranean systems and system components, including sewage disposal, water supply, and fuel storage or delivery; and manufacturer specifications, and recalls, and EIFS. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.
5. Discovery of bedbugs, cockroaches, or any serious infestation, or dangerous condition, such as a suspected "meth" lab will be grounds for immediate termination of the inspection. The fee will be prorated at the inspector's discretion.
6. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. This inspection does not determine whether the property is insurable. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.
7. LIMITATION ON LIABILITY AND DAMAGES. The parties agree and understand that the Inspector and its employees and its agents assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In all cases, our liability is limited to liquidated damages in an amount not greater than the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that this liquidated damages is not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee. If you wish to eliminate this liquidated damages provision, we are willing to perform the inspection for an increased fee of \$3,000, payable in advance. Client expressly releases Indy Inspection Services LLC and agrees to indemnify Indy Inspection Services LLC with regard to any claim by Client.
8. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.
9. 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 provide us with the following: (1) written notification of your claim

within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability. 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 two (2) years from the date of the inspection, or will be deemed waived and forever barred.

10. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim.

11. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection

12. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

13. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

14. The Inspection will not include an appraisal of the value of the real property inspected or a survey. The written report is not a compliance inspection or certification for past or present compliance with governmental codes or regulations of any kind.

15. You may not assign this Agreement.

16. If a court finds any term of this Agreement ambiguous or requires judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.

17. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. This report adheres to the ASHI (American Society of Home Inspectors) and State of Indiana Standards, which are available upon request.

Signature: _____ Date: _____

E-mail Address _____

Inspector's Signature: _____ Date: _____ License# HI02100015

Ancillary inspections/testing provided in addition to the Home Inspection: _____

TOTAL AMOUNT DUE _____

DEFINITIONS:

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

Readily accessible systems and components: only those systems and components where Inspector is not required to remove or move personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility, or pull nails to gain access.