

INDY INSPECTION SERVICE, INC.

INSPECTION AGREEMENT

(Please read carefully)

THIS AGREEMENT is made and entered into by and between **INDY INSPECTION SERVICE, INC.**, 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 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.
4. The parties agree and understand 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 either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. Notwithstanding any contract, tort, or other claim that Indy Inspection Service, Inc. shall not have properly performed its duty to Client, Indy Inspection Service, Inc.'s sole responsibility in the event of a proven claim is a refund of the cost of the inspection. Client expressly releases Indy Inspection Service, Inc. and agrees to indemnify Indy Inspection Service, Inc. with regard to any claim by Client.
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 or has a domestic partner, Client represents that this obligation is a family/partners obligation incurred in the interest of the family/partners, and its terms and conditions inure to the benefit of and are binding upon Client as well as their spouse or partner.
7. This agreement, including the terms and conditions on the reverse side, 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 INDIANA, and if that State laws or regulations are more stringent than the forms of the agreement, the State law or rule shall govern.

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: _____

Signature: _____ Date: _____

Street Address: _____ City, State, Zip _____

Buyer Present: Yes ___ No ___ Agent's Name: _____ Agent present: Yes ___ No ___

Inspector's Signature: _____ Date: _____ Inspection # _____

Inspector's Address: P. O. Box 199300 Day: _____ Time: _____

City, State, Zip Code: Indianapolis, IN 46219 License # HI00500075

Client agrees to allow inspector to disclose, discuss, and /or distribute reports to seller buyer REALTOR® Yes ___ No ___

Ancillary inspections/testing provided in addition to the Home Inspection: WDI (wood destroying insect inspection) radon testing
 well testing septic testing water testing for: bacteria lead nitrates/nitrites outbuilding inspection(s)
(additional fees for these items are listed on receipt)

SEE REVERSE SIDE FOR ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS

ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS

GENERAL INSPECTION EXCLUSIONS

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, wood destroying organisms, pesticides, treated lumber, mercury, carbon monoxide, other environmental hazards; 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. Client 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 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 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 a claim.

10. 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.

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 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. The venue for such legal action is agreed to be solely in the Superior Courts of Marion County.

12. This inspection does not determine whether the property is insurable.

13. The following systems or components normally inspected are excluded form this inspection. _____

DEFINITIONS

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

SATISFACTORY – Functionally consistent with its original purpose, but may show signs of normal wear and tear and deterioration.

MARGINAL – Performing some or all of its functions, but not as intended, and/or its condition is not appropriate for its age and use. Repair is recommended, but not required for continued use.

LACKS MAINTENANCE – Currently functioning, but normal maintenance is recommended.

HAZARDOUS – A potential or current safety hazard. Correction of condition is recommended.

SIGNIFICANTLY DEFICIENT – Unsafe, not functioning, or not performing some or all of its intended function(s) to a point that damage could occur to itself or other components, and/or repair or replacement is required.

DEFERED COST ITEM – Nearing the end of item's useful life. May require replacement within 5 years.

RECOMMENDATION – Recommended to enhance safety and/or functionality, but not required.

N/A – Not applicable or Not accessible.

N/V – Not visible.

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: 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.