Date of Inspection (*must be completed prior to signature)*:

Property to be Inspected:

 Street Address City State Zip

In consideration of the promise and terms of this Agreement, (“Client”) and Home Inspection Services of Lancaster LLC (“Inspector”), collectively referred to herein as the “Parties,” agree as follows:

1. The Client shall pay the agreed upon Inspection Fee on or before the Inspection Date listed above. The Inspection Fee includes the base rate of $ as well as the following additional amounts (not applicable if no value inserted):

WDI Fee: $\_\_\_\_\_\_ Radon Fee $\_\_\_\_\_\_ Mold Air Fee $\_\_\_\_\_\_ Well/Septic Fee $\_\_\_\_\_\_ Infrared Camera Fee $\_\_\_\_\_\_

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. The report will be prepared in accordance with Chapter 4764 of the Revised Code and rules adopted thereunder. Latent and concealed defects and deficiencies are excluded from the inspection. The work to be performed is a home inspection as defined in Ohio Revised Code Section 4764.01(C).

3. The parties agree that the “Standards of Practice” as adopted by the Ohio home inspector board pursuant to R.C. 4764.05 (the “Standards”) shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated as written in Ohio Administrative Code 1301:17-1-17 by reference herein.

4. Limitation of Liability: The parties agree and understand that the Inspector, its employees, agents, providers, members, shareholders, and officers assume **NO LIABILITY** and their collective financial responsibility for any mistakes, omissions, or errors in judgment shall not exceed the **INSPECTION FEE INCLUDED IN PARAGRAPH ONE OF THIS INSPECTION AGREEMENT.** This limitation of liability shall include and apply to all damages including loss of use of the property, repair, replacement cost, consequential or punitive damages, bodily injury, property damage, attorneys’ fees, or court cost of any nature, whether arising from current or future unreported defects or deficiencies. Client further agrees that the Inspector shall not be liable to the Client for any claim, loss, or damage if the Client alters, tampers with or repairs or replaces the condition which is the subject matter of the Client’s claim before the Inspector has an opportunity to inspect the alleged defective condition.

Client Initial:\_\_\_\_\_\_ Client Initial:\_\_\_\_\_\_

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, Client represents that this obligation is a family obligation incurred in the interest of the family.

7. This Agreement 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 Ohio, and if the laws or regulations of the State of Ohio are contrary to or inconsistent with the terms of this Agreement, the State laws or regulations shall apply.

8. Systems, items, and conditions which are not within the scope of the inspection include those listed in the Standards of Practice contained in Ohio Administrative Code section 1301:17-1-17.

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, agents, providers, members, shareholders, or officers 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 or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

11. Notice: In the event that Client wishes to make a claim based on professional services that were rendered or that should have been rendered by the Inspector, Client shall notify the Inspector of the alleged deficiencies and shall allow the Inspector the opportunity to review and remedy the alleged deficiencies. Furthermore, any legal action for damages based on professional services that were rendered or that should have been rendered by the Inspector must be brought within one (1) year from the date of the inspection.

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

13. Severability: Should an Arbitrator or any other court of competent jurisdiction determine and declare that any portion of the Agreement is unenforceable, the remaining provisions and portions shall remain in full force and effect.

14. Exclusions of systems normally inspected \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

15. The Parties mutually understand and agree that the Inspection Date listed above was selected after Client, or Client’s real estate agent, contacted the seller of the home or his or her real estate agent and obtained his or her consent. Client agrees that it is Client’s obligation to obtain the Seller’s permission if Client wishes to attend the Inspection without his or her real estate agent being present. Client agrees to provide Inspector with written confirmation of Seller’s consent to the Inspection Date and/or buyer’s attendance at the Inspections upon Inspector’s request. If Client should fail to provide written confirmation of either item before the Inspection Date, Inspector may refuse to perform the scheduled Inspection and will not be held responsible for any damages caused by a delay of the Inspection.

Client(s): Inspector:

Signature Date Signature Date

Printed Name: Printed Name: Merwyn Bowdish

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Address: Inspection Number:

Address: 1449 Rainbow Dr NE

Email: Lancaster, OH 43130

Phone:

**Electronic Agreement**: Client agrees by sending this agreement electronically to Home Inspection Services of Lancaster, LLC, the client agrees to all terms and conditions of this agreement. **Yes 🞎 No 🞎**

Client agrees to release reports to REALTOR® **Yes 🞎 No 🞎**
Agent’s Name and Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and contact information for any additional authorized recipients: