

Sebring Home Inspection Co.
775 Westwood Dr.
Painesville, OH 44077
(440)-942-8768

CONTRACT FOR INSPECTION SERVICES

This Agreement, made this _____ day of _____, 200____, by and between Sebring Home Inspection Co. (S.H.I.Co.) and _____ (“Client”) for an Inspection (as the term is herein defined) of the building(s) and premises located at: _____ (“Property”).

IN CONSIDERATION of the mutual covenants and promises contained herein, it is hereby agreed among the parties as follows:

1. Inspection. S.H.I.Co. hereby agrees to conduct an Inspection of the property on _____, 200____, at _____ am/pm or at other such mutually convenient time, as the parties shall agree. Client hereby agrees to pay S.H.I.Co. at the time of the inspection the sum of _____ Dollars (\$ _____) for such inspection.

The “Inspection” is completed at the property and reported in writing. The term “Report” as used in this agreement means it contains all recommendations and remarks. Any oral representations are not to be relied upon nor form a part of the report. We encourage your attendance and participation and sincerely wish you not delegate this responsibility to others. Accompanying your inspector is at your own risk.

The Client acknowledges that the Inspection pertains only to those conditions that are observable on the property and is limited to visual observations of apparent conditions existing on the date of the Inspection only. Latent and concealed and hidden defects and deficiencies are specifically excluded from the Inspection. S.H.I.Co. recommends a walk through Inspection of the property prior to closing and/or possession, to see that all Owner/ Seller/ Realtor promised repairs have been completed, as well as all S.H.I.Co. Not Visible/ Marginal/ Major Deficiency Items be rechecked, and to check the home for damages that may have occurred from moving, or not visible on the day of S.H.I.Co.’s Inspection. Equipment, items and systems will not be dismantled, nor furniture, appliances or storage be moved to conduct this Inspection. The standards of conduct of the Inspection are governed by the “Standards of Practice and Code of Ethics” of “THE AMERICAN SOCIETY OF HOME INSPECTORS, INC.” whose terms are incorporated herein by reference. Client acknowledges that he has been provided a copy of the Standards of Practice. This report is not intended as a Warranty or Guarantee.

The Inspection and Report do not address and does not include the possible presence of or danger from any potentially harmful substances, items, appliances, accessories, equipment and environmental hazards including but not limited to radon gas, lead paint, asbestos, urea formaldehyde, toxic or flammable materials, refrigerators, freezers, remote overhead door transmitters / receivers, floor appliances, water conditioners, swimming pools, spas, tennis courts, playground equipment, or other recreational or leisure appliances, and self cleaning or continuous cleaning ovens. S.H.I.Co. recommends checking with the product manufacturers and the Consumer Product Safety Commission for recalls and safety notices on products and appliances in your home. Also excluded is an inspection for any wood and non-wood infesting insects, such as termites, ants, beetles, fleas, cockroaches, bees, wasps, mites, ticks, flies, etc.

2. Written Inspection Report. S.H.I.Co. shall furnish a written Report of the Inspection to the Client. within a reasonable time after completion of the Inspection, and Client acknowledges that such report is in no way a written warranty or guarantee of the condition of the property, but only a summation of observations made by the inspector.

3. Disclaimer of Warranty. IT IS UNDERSTOOD AND AGREED UPON BY THE PARTIES INVOLVED THAT S.H.I.Co. IS NOT AN INSURER AND DOES NOT INSURE AGAINST DEFECTS IN THE PROPERTY INSPECTED. S.H.I.Co. MAKES NO GUARANTEE OR WARRANTY EXPRESS OR IMPLIED, INCLUDING A WARRANTY OF MERCHANTABILITY OF FITNESS OF USE AS TO THE CONDITION OF THE PROPERTY.

11/02

X _____
(Client)

4. Limitation of Liability. THE PARTIES AGREE THAT S.H.I.Co. AND ITS AGENTS OR REPRESENTATIVES ASSUME NO LIABILITY OR RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECT OR DEFICIENCY. THE PARTIES FURTHER AGREE THAT SHOULD S.H.I.Co. , ITS AGENTS OR REPRESENTATIVES BE FOUND LIABLE FOR LOSS OR DAMAGE RESULTING FROM A FAILURE TO PERFORM, WHETHER BASED IN TORT OR CONTRACT, THE LIABILITY OF SEBRING HOME INSPECTION Co., ITS AGENTS AND REPRESENTATIVES SHALL NOT EXCEED THE LESSER OF THE ACTUAL CASH VALUE OF THE NON-DISCLOSED MATERIAL DEFECT, OR THE COST TO REPAIR LESS DEPRECIATION. IT IS FURTHER UNDERSTOOD THAT NEITHER SEBRING HOME INSPECTION Co., ITS AGENTS OR REPRESENTATIVES ARE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

5. Statute of Limitations. Any claim must be presented to Sebring Home Inspection Co. within one (1) year from the date of the Inspection. Any claims presented one (1) year or after the date of the Inspection will be time barred and S.H.I.Co., its agents or representatives, shall assume no liability.

6. Indemnity. In the event any person, not a party to this agreement, shall make any claim or file any lawsuit against S.H.I.Co. regarding its Inspection of property hereunder in any respect, client agrees to indemnify, defend and hold S.H.I.Co. harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

7. Right to Examine. In the event of a discrepancy, dispute or claim arising from this Inspection, the client agrees to promptly notify S.H.I.Co. in writing by U.S. Certified Mail. Client Guarantees S.H.I.Co. the right to examine the subject matter of any claim, prior to the client's performance of any remedial action (unless of an emergency nature, or for safety of persons or property). This is a condition precedent to clients claim.

8. Entire Agreement & Amendments. This Agreement constitutes the entire Agreement between the Client and S.H.I.Co. All prior statements and representations, whether made prior to or during the Inspection, shall be merged into the written Agreement and Report and superseded thereby. Any amendment or modification of this Agreement shall be in writing and shall be signed by all the parties hereto. Any additional inspections are to be performed subject to the terms and conditions of this Agreement, except for charges for such additional Inspections.

9. Governing Law. This contract shall be governed by and construed according to the laws of the State of Ohio.

10. Headings. The heading of the several paragraphs hereof are for convenience only and shall not be construed to be a part of this agreement.

11. Arbitration Provision. Any dispute between the parties, including their agents, representatives and/or employees, whether in tort or contract, shall be settled by arbitration before the American Arbitration Association. The standards of practice of The American Society of Home Inspectors shall be the standards used to arbitrate any dispute.

12. Instructions-Remailing Report. The following are the instructions from the client regarding who is to receive a copy of any inspection report and the address where the report(s) is/are to be sent:

Executed as of the date written above, and the signatures below acknowledges that each party has read the foregoing Agreement and understands its terms and conditions.

Sebring Home Inspection Co.

Start of

Inspection

X _____

(Client)

Date Time

S.H.I.Co. Inspector

End of

Inspection

X _____

(Client)

Date Time

11/2002