



A Superior Inspection LLC Home Inspection Agreement

1. Client Name: John Doe, Jane Doe	2. Address to Be Inspected: 122 Lyman St. Suite 60 Asheville NC 28806												
3. Date of Home Inspection*: Saturday, January 9, 2021	4.												
5. Inspection Fee: <table border="1"> <thead> <tr> <th>Service</th> <th>Price</th> </tr> </thead> <tbody> <tr> <td>Basic Inspection</td> <td>\$495.00</td> </tr> <tr> <td>Water Test</td> <td>\$220.00</td> </tr> <tr> <td>Mold Test</td> <td>\$250.00</td> </tr> <tr> <td>Travel Fee</td> <td>\$14.00</td> </tr> <tr> <td>Total:</td> <td>\$979.00</td> </tr> </tbody> </table>	Service	Price	Basic Inspection	\$495.00	Water Test	\$220.00	Mold Test	\$250.00	Travel Fee	\$14.00	Total:	\$979.00	6. This agreement dictates the minimum standards required by the State of Arkansas for Home Inspections. A Superior Inspection exceeds these standards when possible. If you have a specific concern, please contact us to discuss.
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Basic Inspection	\$495.00												
Water Test	\$220.00												
Mold Test	\$250.00												
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Total:	\$979.00												
* NOTE: Inspection is not guaranteed on or before the indicated date. Many factors affect actual inspection date. Inspector shall have no liability if inspection is not performed or report completed before closing date. Inspector will schedule an inspection date, convenient to the parties and occupants of the residence.	FOR OFFICE USE ONLY (Do Not Mark In This Area)												

For and in consideration of the terms of this contract for home inspection service, A Superior Inspection LLC and the Client Agree as follows:

1. A Superior Inspection LLC agrees to perform a visual inspection of the subject property and to provide Client with a written inspection report identifying visually observable major deficiencies of the inspected systems and components as they exist at the time of the inspection. The written report will comply with the applicable Standards of Practice as provided by the Arkansas Home Inspector Registration for a **STANDARD RESIDENTIAL HOME INSPECTION**.

2. Systems and items which are excluded from this inspection and report include, but are not limited to the following enumerated items: recreational facilities, geological issues, sub service soil characteristics, sprinkler systems (fire and lawn), solar systems, forced air heat exchangers, wiring which is not part of the electrical distribution system, including but not limited to intercoms, cable TV, security systems, audio and computer systems, portable air conditioning units, and other items which are purely cosmetic in character. Also excluded are the presences of **MOLDS, FUNGI, DRYWALL MANUFACTURED IN CHINA**, other environmentally hazardous substances, un-installed household appliances, paint, wallpaper, treatments of windows, interior walls ceilings, and trees or plants. The inspection and report do not address possible presence of, or danger from, asbestos, radon, gas, lead paint, urea formaldehyde, soil contamination, absence, presence, or condition of buried oil or gasoline storage tanks, pesticides, toxic or flammable chemicals, water or airborne related illness or disease, and all other similar or potentially hazardous, substances or conditions. Presence of pests, other visible wood destroying insects, is excluded from this inspection except where noted for informational purposes. The Client is urged to contact a reputable and licensed specialist if identification, information, testing or remediation of any of the above substances or conditions is suspected or if identification and extermination of excluded pests is desired.

3. The inspection and report will be performed according to the Standards Of Practice of the Arkansas Home Inspector Registration Board ("AHIB") posted at <http://www.ahib.org/pdfs/standards.pdf>, and the terms of this agreement shall be the same meaning given them in the cited standards. A copy of the standards will be provided at the Client's request. The inspection and report are performed for the sole, confidential and exclusive use and possession of the Client. A Superior Inspection LLC will not release a copy of the inspection report to a third party (besides the client's real estate representative) without the express permission of the Client. In the event that any person, not a party to this agreement, makes any claim against A Superior Inspection LLC under this agreement, its employees or agents, arising out of the services provided by A Superior Inspection LLC, under this agreement, the Client agrees to indemnify, defend and hold harmless A Superior Inspection LLC, its employees and agents, and all damages, costs and attorney fees arising from such a claim.

4. A Superior Inspection LLC is not required to move personal property, debris, furniture, equipment, carpet or other floor covering, or similar materials which may impede or limit visibility. **Concealed or latent defects are excluded from the scope of this inspection.** Equipment and systems will not be dismantled for inspection. The scope of this inspection is not intended to be technically exhaustive, nor is it a compliance inspection for conformity with building code standards or other governmental rules or regulations.

5. NEITHER THE INSPECTION NOR THE INSPECTION REPORT IS A WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY INSPECTED STRUCTURE, SYSTEM, OR ITEM. THE CLIENT ACKNOWLEDGES THAT THE CONDITION OF AN INSPECTED STRUCTURE, SYSTEM, OR ITEM IS SUBJECT TO CHANGE AFTER THE REPORT HAS BEEN ISSUED. THE INSPECTION AND REPORT ARE NOT INTENDED TO REFLECT THE VALUE OF THE

PREMISES, OR TO MAKE ANY REPRESENTATION AS TO THE ADVISABILITY OR INADVISABILITY OF PURCHASE OR SUITABILITY FOR USE. THE INSPECTION AND REPORT ARE ONLY INTENDED TO EXPRESS THE OPINION OF **A Superior Inspection LLC** OR ITS AGENT, BASED ON A VISIBLE INSPECTION OF ACCESSIBLE PORTIONS OF THE STRUCTURE, SYSTEMS, AND ITEMS, OF EXISTING CONDITIONS, AT THE TIME OF THE INSPECTION.

6. **DISPUTE RESOLUTION:** Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by Inspector, the Inspection Report provided to the Client by Inspector, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the Inspector hereunder, shall be submitted to **Small Claims Court**. If the alleged damages exceed the jurisdictional limit for **Small Claims Court**, the dispute shall then be submitted to **BINDING ARBITRATION** before Construction Dispute Resolution Services (“CDRS”). If CDRS is unavailable, then by Resolute Systems. If repairs or replacements are done without giving the Inspector a minimum of **3-day** notice to allow for re-inspection, the Inspector will have no liability to the **CLIENT**. Any **Arbitration** or **Legal Action** related to the services performed under this contract must be filed within **one (1) year** of the date of the inspection or be forever barred.

7. **ENFORCEMENT FEES AND COSTS:** Any party failing to follow the DISPUTE RESOLUTION process identified above, shall be **liable for all fees and costs** associated with compelling/enforcing compliance with the DISPUTE RESOLUTION process.

8. **LIMITATION OF LIABILITY:** The parties agree that the Inspector and its employees are limited in liability to **two (2x) times the fee paid** for the inspection services and report in the event that Client or any third-party claims that the Inspector is in any way liable for negligently performing the inspection or in preparing the Inspection Report. At the client’s option, a **comprehensive inspection** without limitation of liability is available. A comprehensive inspection includes a contractor, engineer and architect review of the property for a minimum fee of **\$2,500**. A comprehensive inspection requires a separate contract.

9. Client acknowledges that he/she has read and understands the limitations of this contract.

10. **Severability:** If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

11. This agreement represents the entire agreement between **A Superior Inspection LLC**, and the **Client**. **No changes or modifications shall be enforceable against either party unless such change or modification is in writing and signed by all parties. You may not assign this Agreement. 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 for all Clients and/or intended beneficiaries.**

12. **Client agrees that this report is prepared solely for the benefit of the Client, and no third party may rely on it without written permission of A Superior Inspection LLC.**

*3rd Party Digital Storage of Personally Identifiable Information: My company uses a third party (HomeGauge) to store the report information and it will be kept private.