

Envision Home Inspections, LLC  
Client Agreement for Home Inspections

The address of the property is:

\_\_\_\_\_

The fee for the home inspection is \$\_\_\_\_\_. INSPECTOR acknowledges receiving a deposit of \$\_\_\_\_\_ from CLIENT. All fees quoted are through website and any changes or modifications to the published website rates/fees must be agreed to by both parties prior to the performance of said inspection by INSPECTOR. The home inspection fee, when added to the services listed below in Section 5 (mold/radon) & Section 11 (re-inspections), cumulates to grand total of \$\_\_\_\_\_.

THIS AGREEMENT is made on \_\_\_\_\_ by and between Envision Home Inspections, LLC/ William N. Boan (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties."

The Parties Understand and Voluntarily Agree as follows:

**1. SCOPE OF WORK:** INSPECTOR agrees to perform a VISUAL INSPECTION OF READILY ACCESSIBLE areas of the home (including attics, crawl spaces, basements) and its systems, which include: built in appliances, electrical, plumbing and mechanical systems, roof coverings, flashing and guttering, doors and windows, interior and exterior building surfaces (except for items which are routinely considered cosmetic), structural components of the visible foundation (crawl, basement or slab) and visible framing, porches, decks, fireplaces, ventilation systems, and the visible insulation system/envelope. INSPECTOR will provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure. The full report should be considered in its entirety, as the full report does include pertinent information not found in the Summary. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the International Association of Certified Home Inspectors and either The State of North Carolina OR The State of South Carolina.

**2. LIMITATIONS:** Although INSPECTOR agrees to follow NACHI's and South Carolina's / North Carolina's Standards of Practice (determined by the property location), CLIENT understands that these state standards contain certain limitations, exceptions, and exclusions. CLIENT also understands that NACHI is not a party to this Agreement and that NACHI has no control over INSPECTOR, does not supervise INSPECTOR or comment on representations made by INSPECTOR.

A) Unless indicated below, CLIENT understands that INSPECTOR will not be testing for the presence of Radon or Mold UNLESS instructed to do so. If CLIENT chooses not to engage in such inspections, INSPECTOR will not be held liable for future evidence of such. If there is uncertainty as to whether CLIENT should elect to have these additional services, please ask INSPECTOR or CLIENT'S Real Estate Agent, as both are licensed professionals acting in CLIENT'S best interest. Both will give professional, educated opinions, however, the election of these services is ultimately CLIENT'S decision.

**B)** Unless indicated below, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, soil contamination, toxic/flammable materials, and other environmental hazards or violations.

**C)** No "disassembly" or activation of "shut down" systems will be performed. No opening of walls, moving of appliances or stored items, or excavation shall be performed. Under no circumstances will INSPECTOR compromise his/her own safety, and if, in the professional opinion of the INSPECTOR, an area which should be readily accessible is deemed inaccessible, the limitation shall be noted in the report and the specific area and its contents will not be inspected.

**D)** Other Systems/Conditions that INSPECTOR will not test include: pest infestation, portable appliances or any appliance which is not an appurtenance to the referenced dwelling, security systems, telephone/TV/audio systems, low voltage lighting or any low voltage systems, fire and lawn sprinklers, swimming pools, spas, jetted tubs (unless appurtenant to said dwelling), playground or other recreational appliances or equipment, septic or well systems, zoning ordinances, or items considered cosmetic in nature.

**NOTE FOR LOG HOMES:** If any structure or portion of any structure that is to be inspected pursuant to this Agreement is a log home, log structure or similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs or similar defects that are not visible by an exterior visual inspection.

**3. CONFIDENTIALITY & WARRANTIES:** The inspection and report are performed and prepared for the use of CLIENT and their representatives. INSPECTOR shall not discuss nor disclose observations with any outside parties unless expressly permitted by CLIENT or their representatives. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR's inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law.

**4. LIMITED LIABILITY:** INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended to (i) reflect the fact that the actual damages may be difficult and impractical to ascertain; (ii) allocate risk among the INSPECTOR and CLIENT; and (iii) enable the INSPECTOR to perform the inspection at the stated fee.

**5. ADDITIONAL SERVICES:** **For NC dwellings:** INSPECTOR cannot perform engineering or architectural services. However, since INSPECTOR is also a licensed homebuilder,

INSPECTOR may offer, only with full disclosure AND approval from said CLIENT, services which would be typical of a licensed homebuilder or remodeler. These services would necessitate and require a separate contract.

**For SC dwellings:** INSPECTOR cannot perform engineering or architectural services, plumbing, electrical, mechanical, or any other job function requiring an occupational license on the home where the inspection is taking place, for a period of twelve months.

**For ALL Homes:** Mold Inspections and Radon Inspections can be performed, as they are considered "ancillary services" running with the basic home inspection services. All fees quoted are verifiable through website and any changes or modifications to the published website rates/fees must be agreed to by both parties prior to the performance of said inspection by INSPECTOR. Any agreement for additional services shall be noted here:

Mold Inspection \$	Radon Measurement \$
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Other Services Listed (or deemed appropriate) Service::

Fee: \$ \_\_\_\_\_

**6. ADDITIONAL TERMS BY REFERENCE:** All of the other terms of the Agreement (Inspection Contract) are incorporated herein by reference.

**7. CLAIMS:** In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

**8. ARBITRATION / LITIGATION:** The parties agree that any dispute arising out of this Agreement shall first go to Arbitration and that every effort be made to settle such dispute as deemed reasonable and justifiable by BOTH parties and said Arbiter. In the event of litigation, a case can only be filed in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against NACHI itself allegedly arising out of this Agreement or INSPECTOR's relationship with NACHI must be brought only in the District Court of Boulder County, Colorado.

**9. ENFORCEABILITY:** If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees.

**9. PAYMENTS / FEES:** Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection, or at closing of said dwelling. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

10. HOLD HARMLESS AGREEMENT: CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claims by reason of acts or neglects of the INSPECTOR, his employees, visitors, or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.

11. RE-INSPECTIONS: If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement, unless expressly agreed to, in writing, by both parties. The fee for re-inspections is \$\_\_\_\_\_. If a/the reported defect(s) has/have been corrected, no warranty shall be implied as relates to workmanship or the corrected defect's "functioning" duration. An exception to this implied warranty is when INSPECTOR is acting as both INSPECTOR & HOMEBUILDER in NC for CLIENT who requested such, and the deficient item(s) in question were derived from the INSPECTOR'S report of the above referenced property. The applicable HOMEBUILDER contract takes precedence over the "implied warranty" verbiage of this paragraph.

12. TRANSFERABILITY/ASSIGNABILITY: This Agreement is not transferable or assignable.

CLIENT HAS READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

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FOR INSPECTOR

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CLIENT OR REPRESENTATIVE

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CLIENT OR REPRESENTATIVE (if dual parties)