

CFM Home Inspections' Pre-Inspection Agreement

This contract limits the liability of CFM Home Inspections
Please Read it Carefully, You May Wish to Have it Reviewed by Legal Counsel First
THIS DECLARATION CONTAINS AN ARBITRATION AGREEMENT SUBJECT TO THE
SOUTH CAROLINA ARBITRATION ACT, SECTION 15-48-10. et. seq.,
CODE OF LAWS OF SOUTH CAROLINA, 1999

This agreement is made and entered into by and between CFM Home Inspections (hereinafter "Inspector"), and _____ (hereinafter "Client"). In consideration of the promise and terms of this Agreement, the parties agree as follows:

The Client will pay the sum of \$_____ for a general home inspection of the "Property," being the residence and one garage or carport, if applicable located at (Address):
_____.

The Inspector will perform a limited visual inspection of, and prepare a written report on, the apparent condition of the readily accessible installed systems and components of the Property existing at the time of the inspection. The inspection is essentially visual, is not technically exhaustive, and does not imply that every defect will be discovered. Latent and concealed defects and deficiencies are excluded from the inspection. Cosmetic flaws and defects will not be a part of this inspection. Upon request, a sample of the Inspection Report may be reviewed prior to executing this agreement.

The Client is strongly encouraged to participate in this inspection and accepts responsibility for incomplete information should the Client not participate in the inspection. The Client's participation shall be at the Client's own risk for falls, injuries, property damage, etc.

CFM Home Inspections does not research product recalls or notices of any kind. A basic home inspection does not include the identification of, or research for, appliances and other items installed in the home that may be recalled or have a consumer safety alert issued about it. Any comments made in the report are regarding well known notices and are provided as a courtesy only. We recommend visiting the following internet site if recalls are a concern to you.
www.cpsc.gov

The parties agree that the "Standards of Practice: (hereinafter "the Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. The inspection and report will be performed according to the Standards of both the American Society of Home Inspectors (ASHI) and the State of South Carolina. A copy of these Standards can be provided at Client's request.

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. _____
(Client's Initials)

Systems, items, and conditions which are NOT within the scope of the inspection include, but are not limited to: the possible presence of or danger from any potentially harmful or hazardous substance or environmental hazards such as radon gas, urea formaldehyde, lead based paint,

asbestos, toxic or flammable materials, carbon monoxide, molds, fungi, or other environmental hazards; the presence of, or damage caused by, termites or any other wood damaging insects or organisms; the presence of rodents and/or other pests or animals; portable household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational or leisure equipment or facilities such as swimming pools or swings; underground storage tanks; energy efficiency measurements; security and fire protection systems; water wells and septic systems; heating systems accessories; solar heating systems; sprinkling systems and landscape watering systems; water softener; central vacuum systems; telephone, intercom or cable TV systems and antennae; lightning arrestors; trees, plants and other vegetation; compliance with governing codes, regulations, ordinances, statutes, covenants and manufacturer specifications. Client understands that these systems, items and conditions are excepted from this inspection. Any general comment about these systems, items and conditions in the written report are informal or informational only and DOES NOT represent inspection.

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.

The Inspector will not include an appraisal of the value or a survey of the property. The written report is not a compliance inspection or compliance certification for past or present governmental codes or regulations of any kind.

Any controversy or claim between the parties arising out of or relating to the interpretation of this Agreement, the services rendered hereunder or any other matter pertaining to this Agreement, except for fee payment, will be submitted in accordance with the Rules & Procedures of the Inspection Arbitration Service (IAS). Complaints may be filed online at www.inspectionarbitrationservice.com The IAS shall appoint an arbitrator who is knowledgeable and familiar with the professional home inspection industry and who is knowledgeable about the Standards of Practice of the American Society of Home Inspectors and the S.C. Standard's of Practice for Home Inspectors. Judgment on any award may be entered in any courts having jurisdiction and the arbitration decision shall be binding on all parties. Disputed property and equipment must be made accessible for re-inspection during the settlement process. Secondary or consequential damages are specifically excluded. All claims must be presented within one year from the date of inspection. The Inspector is not liable for any claim presented more than one year after the date of inspection. In the event the Client commences arbitration and is unsuccessful in it, the Client will bear all of the Inspector's expenses incurred in connection therewith including but not limited to, attorney's fees and a reasonable fee to the employees of the Inspector to investigate, prepare for or attend any proceeding or examination. Client may not present or pursue any claim against the Inspector until (1) written notice of the defect or omission is provided to the Inspector and (2) the Inspector is provided access to, and the opportunity to cure, the defect.

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 any such system or component. The Client must allow the Inspector to re-inspect the installed system

before any repairs or replacement is started, unless such repairs or replacement must be made immediately for safety reasons. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards included in the report or state law.

The parties understand and agree 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. If repairs or replacement is done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client further agrees that the Inspector is liable only up to the cost of the inspection. _____
(Client's Initials)

FEE AND PAYMENT TERMS: Client agrees that the fee for this inspection is \$_____ and Client agrees to pay in full at the conclusion of the inspection and acknowledges this fee does not include any re-inspections. If payment is not made at the time of the inspection, i.e. payment mailed, report will not be released until payment is received. If the inspection fee is not paid in full, the inspection and this agreement are deemed null and void.

SEVERABILITY: Should any provision of this contract be held to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect. If Client is married, Client represents that this is a family obligation incurred in the interest of the family. Client agrees to release copies of the home inspection report to:

Client agrees that Inspector may advise seller or seller's representatives of safety hazards found during the inspection at the sole discretion of Inspector.

By affixing my signature to this document, I acknowledge that I have read and understand this entire Agreement.

Client Signature : _____ Date

Street Address

City/State/Zip Phone

Email Address

Inspector Signature: _____ Date

Thermal Imaging Addendum to Inspection Contract

This is an addendum to the Agreement regarding the property at:

_____.

Thermal imaging is a technology that allows the ASHI INSPECTOR to show you things about your home that no one can show you using other inspection methods. Thermal imaging produces images of invisible heat energy emitted from objects and allows us to measure it. Thermal imaging helps to diagnose the problem rather than merely identify symptoms. The visual documentation is included within your inspection report providing hard proof in color. Thermal imaging can sometimes, but not always, identify and document: Electrical faults before they cause a fire, overloaded and undersized circuits, circuit

breakers in need of immediate replacement, missing, damaged, and/or wet insulation, heat loss and air infiltration in walls, ceilings, floors, windows and doors, water and moisture intrusion that could lead to mold, possible pest infestation, hidden roof leaks, before they cause serious damage, air conditioner compressor leaks, under fastening and/or missing framing members, structural defects, broken seals in double pane windows, energy loss and efficiency, dangerous flue leaks, damaged and/or malfunctioning radiant heating systems, unknown plumbing leaks, overheated equipment. A picture is worth a thousand words.

1. CLIENT requests and authorizes INSPECTOR to perform a thermal imaging scan on the structure _____. (Clients Initials)

The fee for this additional service will be \$0.

2. INSPECTOR's liability arising for any damages allegedly arising out of any aspect of the thermal imaging service shall be limited to the additional amount paid for the thermal imaging scan. CLIENT voluntarily waives any claim for consequential, exemplary or incidental damages to the fullest extent allowed by law.

3. The thermal imaging scan will be limited in scope to the equipment used by INSPECTOR. The inspection will be a non-invasive and non-destructive examination of the visible, safely accessible and readily accessible portions of the interior and/or exterior of the structure for atypical temperature/thermal variations conditions which may be consistent with the presence of moisture or atypical thermal performance. **NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES REGARDING FUTURE USE, HABITABILITY, OPERABILITY, SUITABILITY, OR MERCHANTABILITY WITH RESPECT TO THE SUBJECT PROPERTY ARE PROVIDED.**

4. Thermal imaging services do NOT include any inspections, examinations, or evaluations for harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to: mold or other bio-aerosols, radon or other gases, lead, asbestos or other non-biological airborne particulates, or contaminants, petroleum products or petrochemicals, radioactive materials, non-ionizing electromagnetic radiation, or plant, animal, or insect secretions or excretions. Infrared cameras are not moisture meters but can aid in identifying areas that warrant further investigation. If INSPECTOR offers any information or opinions about any of the forgoing, this information shall be deemed to be informational only and supplied as a courtesy to the CLIENT and shall not be deemed to be an amendment to or waiver of the foregoing exclusions.

5. CLIENT agrees to indemnify and hold harmless INSPECTOR, its agents, employees, and inspectors for the presence of any environmental hazards and any harmful, dangerous, or toxic substances or materials at the subject property as well as for any and all damages and liability for any mitigation, construction, or any other costs associated with the presence of any such hazards or substances or materials.

6. If CLIENT desires to obtain information regarding the presence of any environmental hazards or harmful, dangerous, or toxic substances or materials, it is solely the responsibility of the CLIENT to

contact and engage the services of qualified individuals or companies that specialize in the areas of specific interest or concern. Such qualified individuals or companies may include, but are not limited to, those specializing in geo-technical engineering; moisture testing; environmental surveying, testing, and analysis; industrial hygiene; mold testing and analysis; and radon gas testing.

7. All of the other terms of the Agreement (Inspection Contract) are incorporated herein by reference.

I have carefully read the foregoing and I understand, accept, and agree with all of the terms and conditions of this addendum.

CLIENT

(Date)