

ANY DISPUTE, CONTROVERSY, INTERPRETATION OR CLAIM INCLUDING CLAIMS FOR, BUT NOT LIMITED TO, BREACH OF CONTRACT, ANY FORM OF NEGLIGENCE, FRAUD OR MISREPRESENTATION OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF, FROM OR RELATED TO THIS CONTRACT OR ARISING OUT OF, FROM OR RELATED TO THE INSPECTION OR INSPECTION REPORT MAY BE SUBMITTED TO FINAL AND BINDING ARBITRATION UNDER THE RULES AND PROCEDURES OF A COMPETENT AND APPROPRIATE ARBITRATOR OR ARBITRATION PANEL. THE DECISION OF THE ARBITRATOR APPOINTED THEREUNDER SHALL BE FINAL AND BINDING AND JUDGEMENT ON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

## Residential Inspection Agreement

**ADDRESS OF PROPERTY INSPECTED:** \_\_\_\_\_

**FEE FOR THIS INSPECTION:**        \$ \_\_\_\_\_ (Payment is due upon completion of the on-site inspection.)

CLIENT NAME:

ADDRESS:

CITY/ST/ZC:

PHONE#:

\_\_\_\_\_

This is an INSPECTION AGREEMENT of a visual inspection of the readily accessible areas of this building. Please read this agreement carefully so that you are fully aware of the terms of the inspection. This agreement contains an arbitration clause.

BOYSIA HOME INSPECTION SERVICES, INC. (INSPECTOR) agrees to conduct an inspection for above CLIENT for the purpose of informing the CLIENT of any major deficiencies noted in the property. The inspection will be performed in accordance with the *Standards of Practice of the State of South Carolina*, and standard industry practices. Any items on the STANDARDS OF PRACTICE OF THE STATE OF SOUTH CAROLINA that are not contained in the report will be noted on the report. INSPECTOR will provide CLIENT with a written inspection report identifying defects the INSPECTOR both observed and deemed material. This report is performed and prepared for the sole and confidential use of the CLIENT, who gives the INSPECTOR permission to discuss observations with real estate agents, owners, repair persons and other interested parties. 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 written report will include:

- |  |   |
|--|---|
| * Structural Inspection                            | * General Interior Inspection           |
| * Limited shingle inspection                       | * Kitchen & Appliance Inspection        |
| * Condition & Estimated life stages of major items | * General Exterior & Grounds Assessment |
| * Limited Electrical & Plumbing Inspection         | * Attic Inspection when accessible      |
|  | * Crawlspace Inspection                 |

It is agreed that the inspection is of readily accessible areas of the home and is limited to the visual observations of the apparent conditions during the time of the inspection only. Latent and concealed defects are excluded from the inspection. Insulation will not be removed and component items will not be dismantled.

Repairs can be discussed but INSPECTOR does not offer repairs for properties we inspect.

This inspection does not include items typically found on HVAC inspections or CL-100 (wood infestation) inspections. This inspection also does not address the integrity of any shower pan and we cannot guarantee that a shower pan or shower will not leak in any areas. Any items contained in the report on items typically found on these inspections above are considered to be observational in nature only and do not represent an inspection.

This inspection does not address the possible presence of dangerous or potentially harmful substances and environmental hazards such as lead paint, asbestos, urea formaldehyde, toxic or flammable chemicals, and water or airborne hazards, bedbugs or other pests etc. This inspection also does not address water damage or elevated moisture readings in the crawlspace. Also not included are swimming pools, wells, septic, intercom, stereo, yard light, and security systems. Comments about any of these conditions are informational only and do not constitute an inspection of such.

This inspection does not address mold, fungus, mildew or organic growths in any areas of the house. Moisture equals mold. Moisture may be found in the structure during our visual inspection. If moisture is found, then it is scientifically know that moisture and mold are inter-related. We do not claim to have the background, education, or experience necessary to formulate an opinion as to the existence of non-existence of mold. Because moisture is prevalent in South Carolina, we want our clients to understand that at least some amount of mold is likely to be present in their house and that they should meet with the experts of their choice who have the background, education, and experience to help them.

