

# PRE-INSPECTION AGREEMENT

## Quality Home Inspections

104 Martin Hollow Road  
Harriman, TN 37748  
(865) 297-2642

Property Address: \_\_\_\_\_

Client(s): \_\_\_\_\_

Client Email: \_\_\_\_\_

Inspection Date/Time: \_\_\_\_\_

Attendance: Buyer – Buyers Agent – Seller – Listing Agent – Tenant

Other: \_\_\_\_\_

**\*\*Reports are sent via email in Adobe PDF format unless otherwise requested.**

Quality Home Inspections, hereinafter referred to as “the Inspector” agrees to conduct a visual inspection of the property listed above. A written report summarizing the Inspector’s observations will be provided. This inspection, along with any subsequent re-inspections of the property conditions, is performed in accordance with the STANDARDS OF PRACTICE of The State of Tennessee Home Inspectors License Board.

Please read and sign this Pre-Inspection Agreement. This document explains the Scope of the Inspection, Limits of the Inspection, General Exclusions, Terms and Conditions, and Limitations of Liability. You may call us for an explanation of this agreement or any aspect of the report that you do not fully understand.

### SCOPE OF INSPECTION

The purpose of the inspection is to report the general condition of the home and identify and disclose major defects and deficiencies of the inspected systems and components which exist at the time of the inspection and are evident to the inspector upon ordinary visual observation. Minor and cosmetic defects may be listed in the report for maintenance purposes but it is not the intent, nor will the inspection report identify and list all minor and cosmetic defects.

Systems and components to be inspected include: exposed and visible foundations and structures, exteriors, roofing, plumbing, electrical, attic, interiors, bathrooms, kitchen, basement and crawlspaces, and heating and central air conditioning. The inspection is intended to evaluate systems and components of the primary premises. Included with the inspection is the evaluation of primary attached garages, carports, decks, porches, and patios. The inspection does not include evaluation of detached garages, carports, patios, and decks or other structures unless explicitly specified.

Client participation in the inspection shall be at the client’s own risk for personal injury or damage to person or property for any reason or from any cause. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the client(s). The inspection report is not transferable.

### LIMITS OF THE INSPECTION

The inspection is limited to the readily accessible and visible systems, equipment and components of the home. The inspector will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions. The inspection will not include destructive testing of any kind.

## **GENERAL EXCLUSIONS**

The following conditions are NOT within the scope of the inspection:

- 1) Water quality or air quality
- 2) Presence of toxic or carcinogenic matter emitted from the ground, building materials, in the water or air supply or from the operation of any equipment.
- 3) Items that are obstructed, inaccessible or not in plain view.
- 4) Mold or mold type.
- 5) Animal or insect infestations.

EXAMPLES OF THE CONDITIONS EXCLUDED ABOVE INCLUDE THE PRESENCE OR ABSENCE OF ENVIRONMENTAL HAZARDS, LEAD PAINT, LEAD PIPES, LEAD SOLDER, RADON, UREA FORMALDEHYDE INSULATION, TOXIC WASTES, POLLUTED WATER, MOLD, PEST INFESTATION, RADON, ASBESTOS, COCKROACHES, RODENTS, PESTICIDES, TREATED LUMBER, FUNGUS, MERCURY, CARBON MONOXIDE OR OTHER ENVIRONMENTAL HAZARDS. WOOD DESTROYING INSECTS OR ORGANISMS ARE NOT INSPECTED FOR OR PART OF THIS REPORT. SUBTERRANEAN SYSTEMS OR SYSTEM COMPONENTS (OPERATIONAL OR NON-OPERATIONAL) INCLUDING SEWAGE DISPOSAL, ELECTRO-MAGNETIC FIELDS, WATER SUPPLY OR FUEL STORAGE OR DELIVERY ARE NOT PART OF THIS INSPECTION OR REPORT. IT IS THE RESPONSIBILITY OF THE CLIENT TO CONDUCT FURTHER INSPECTION BY QUALIFIED CONSULTANTS TO DISCLOSE THE PRESENCE OF THESE CONTAMINANTS AND THE MEANS OF REMEDIATION.

Client acknowledges and agrees that this Inspection and the inspection report and findings are limited in nature and scope, and that the FOLLOWING are NOT within the scope of the inspection: appliances that are not built-in, ancillary electrical systems (including: cable TV systems and antennas, intercom systems, lightning protection systems, playground equipment, swimming pools, hot tubs/spas, free standing heating stoves, humidifiers, air purifiers, solar systems, water softeners and filters, wells, septic systems, latent defects, adequacy of system designs, zoning or building code compliance, heating cables, fire escapes, elevator components and shafts, air-quality analysis, concealed wiring, door opening and doorbell systems, fire alarm systems, security systems, telephone systems). Basic operational testing of built-in kitchen appliances is performed (dishwasher/oven/range/microwave/garbage disposal). No determination beyond basic operation is made regarding the performance or service life of appliances.

THE INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY that the items inspected are defect-free, or that concealed defects do not or will not exist. Problems may exist even though signs of such may not be present during the inspection. No representation is made as to how long any equipment will continue to function.

## **TERMS AND CONDITIONS:**

- A. The Client recognizes that this report is solely for the benefit of the Client and that any person or party designated by the Client to receive information in this report shall be subject to the TERMS AND CONDITIONS contained herein. Such designation shall be provided in writing to the inspector.
- B. The client agrees that any claim arising in connection with this agreement shall be made in writing to the Inspector, at the address above, by certified mail, return receipt requested, within 10 days after discovering any problem.
- C. The client agrees to allow the Inspector to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the inspection company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims client may have against the Company.
- D. The Client agrees that, to the extent allowed by law, any errors and omissions, damages or breach of this contract or report are limited to the amount of the inspection fee only. Furthermore, the Client agrees to pay all attorney fees should the Client pursue a civil action against the Company and fail to prevail.

E. The Client agrees that this agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties and supported by valid consideration.

**LIMITATION OF LIABILITY**

It is understood and agreed that the Company (**QUALITY HOME INSPECTIONS**) is not an insurer and that the inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The Client hereby releases and exempts the Company and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature.

Client agrees to pay a fee of \$\_\_\_\_\_at or before the time of the inspection.

**ACKNOWLEDGEMENT:**

I, the undersigned, have carefully read the preceding Inspection Agreement and Description and fully understand and agree with the limitations, exclusions and terms described.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Quality Home Inspections Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tim Frady, Owner/Inspector  
State of Tennessee Home Inspector License ID Number 1236