

Stellar Inspections, Inc.

INSPECTION AGREEMENT

(Please Read Carefully)

THIS AGREEMENT is made and entered into by and between **Stellar Inspections, Inc.** referred to as “Inspector”, and _____ referred to as “Client”.

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The Client will pay the sum of \$_____ for the inspection of the “Property”, being the residence, and garage, drive or carport, if applicable, located at _____
_____ + Optional Charges: Radon Test / Septic System Test \$_____ = Total of \$_____
2. The Inspector will perform a visual inspection and prepare a written “Report” of the apparent conditions of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.
3. The Parties agree the ASHI ® Standards of Practice (the “Standards”) shall define the standards of duty and conditions, limitations, and exclusions of the inspection and is incorporated by reference herein. A copy of the Standards is included in this report.
4. 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 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 to the cost of the inspection or optional charge for applicable test.
5. 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.
6. If Client is married, Client represents that his/her obligation is a family obligation incurred in the interest of the family.
7. The inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for present governmental codes or regulation of any kind.
8. This Agreement, including the terms and conditions on the second page, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.
9. THE CLIENT FURTHER AGREES THAT THE INSPECTOR IS LIABLE ONLY UP TO THE COST OF THE INSPECTION AND ONLY IF THERE HAS BEEN A COMPLETE FAILURE TO FOLLOW THE STANDARDS INCLUDED IN THE REPORT. Furthermore, any legal action must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. Client acknowledges receipt of the ASHI Standards of Practice, which applies.

(X) SIGNATURE: _____ (X) Date: _____

(X) Email Address: _____

(X) Current Street Address: _____

(X) City/ State/ Zip: _____

Buyer present during Inspection: Yes _____ No _____ Agent(s) present during Inspection: Yes _____ No _____

Inspector’s Name: Norman B. Ellis, President Date: _____

Inspector’s Signature: _____

Check here if Client does not want report released to Buyer’s Realtor _____, Seller’s Realtor _____

SEE BACK PAGE FOR ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS

Stellar Inspections, Inc.

INSPECTION AGREEMENT

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Additional Terms, Conditions, and Limitations

10. Systems, items and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, mold, fungi or other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers, paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; outbuildings, fences and gates, underground storage tanks, energy efficiency measurements, concealed or private secured systems; water wells; heating system accessories; heat exchangers; solar heating systems; sprinkling systems; water softener; central vacuum systems, telephone, intercom, satellite, or cable TV systems; antennae, lighting arrestors, trees or plants; governing codes, or ordinances, statutes and covenants. Any general comments about these systems, items and conditions and the Remark section of the written report are informal only and DO NOT represent an inspection.
11. 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 the 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 claims.
12. 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 such system or component. Your notice or other correspondence must be in writing and should be given to: Stellar Inspections, Inc.
5185 Stefan Ridge Way
Buford, GA 30519
Telephone: 770 565-0994
13. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR IN THE REPORT, THE REPORT WILL ONLY GIVE INSPECTOR OPINION OF THE FUNCTIONALITY OF SPECIFIED SYSTEMS, COMPONENTS AND FEATURES OF THE BUILDING AS REQUIRED BY THE STANDARDS AND NOTHING MORE. NEITHER THE INSPECTION, THE REPORT, NOR THIS AGREEMENT WILL BE A WARRANTY, GUARANTEE, INSURANCE POLICY OR SUBSTITUTE FOR ANY REAL ESTATE TRANSFER DISCLOSURES REQUIRED BY LAW.
14. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to, this contract or arising out of, from related to the inspection or inspection report involving the PROPERTY shall be submitted to BINDING ARBITRATION administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The decision of the Arbitrator appointed thereunder shall be final and binding judgment on the Award may be entered in any Court of competent jurisdiction.

DEFINITIONS

1. Apparent Conditions : Systems and components are related as follows:
 - a. **NO DISCERNABLE VISIBLE DEFECTS NOTED** – Indicates the item appears acceptably and is functioning.
 - b. **MAJOR CONCERNS** – Item(s) that have failed or have potential of failing soon. Conditions that present safety issues. Items or conditions that require repair, replacement, or further evaluation by a specialist. Items that were inaccessible during inspection.
 - c. **SAFETY CONCERNS** – Item(s) that are unsafe in present state but may be considered as upgrades (not noted in Major Concerns).
 - d. **MINOR CONCERNS** – item(s) that are functional but have reached or are reaching the end of their normal life expectancy or may show indications that they may require repair or replacement currently or anytime during the next three to five (3 to 5) years by a competent or qualified handy man.
2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.
3. Readily accessible systems and components pertain to where Inspector is not required to remove personal items, furniture, equipment, soil, snow or other items which obstruct access or visibility. At least 3' clearance in crawlspaces and visible from the ground in relation to roof areas.