

## HOME INSPECTION AGREEMENT

THIS IS A BINDING LEGAL CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING.

Inspection Company: Home Inspections by SP&D;

Inspector: Robert M. Schumacher, Tennessee Licensed Home Inspector #1374

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

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

Client Phone: \_\_\_\_\_

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

Inspection Date & Time: \_\_\_\_\_

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

### 1. PARTIES AND PROPERTY

This Agreement is entered into by and between the Client and the Inspector. The term Client includes the undersigned and any person or entity that relies upon the Inspection Report. The term Inspector includes the Inspector, Home Inspections by SP&D;, and all affiliated agents, employees, and representatives.

### 2. SCOPE AND STANDARD OF INSPECTION

The inspection is a limited, visual, non-invasive home inspection performed in accordance with the Tennessee Home Inspector Standards of Practice adopted by the Tennessee Department of Commerce and Insurance (Rule 0780-05-12-.10). The inspection reflects conditions observed at the time of inspection only.

### 3. NO WARRANTY OR GUARANTEE

The Inspection Report is not a warranty or guarantee of any kind. The Inspector makes no express or implied warranties regarding future performance, condition, or life expectancy of any system or component.

### 4. ITEMS AND CONDITIONS NOT INSPECTED

The inspection does not include code compliance, permits, zoning, environmental hazards (including mold, radon, asbestos, or lead), pests, underground systems, appliances, pools, spas, EIFS systems, soil conditions, or engineering analysis.

### 5. CLIENT RESPONSIBILITIES AND NOTICE

The Client agrees to read this Agreement and the Inspection Report fully and to notify the Inspector in writing within ten (10) days of discovering any alleged defect. Failure to provide notice constitutes a waiver of claims.

## **6. SPECIALIST EVALUATIONS**

Failure to obtain recommended specialist evaluations releases the Inspector from liability for those systems or conditions.

## **7. NON-ASSIGNABILITY**

This Agreement and Inspection Report are non-transferable and may only be relied upon by the Client.

## **8. STATUTE OF LIMITATIONS**

Any action must be brought within one (1) year of the inspection date.

## **9. LIMITATION OF LIABILITY**

Inspector's liability is limited to two (2) times the inspection fee paid.

## **10. DISPUTE RESOLUTION**

All disputes shall be resolved through mediation followed by binding arbitration in Sumner County, Tennessee.

## **11. REINSPECTIONS**

Reinspections are subject to this Agreement and may incur a fee up to 50% of the original inspection fee.

## **12. GOVERNING LAW**

This Agreement is governed by the laws of the State of Tennessee.

## **13. THIRD PARTY SERVICES**

Inspector Services Group (ISG) provides RecallChek and a complimentary home warranty and assumes responsibility for those services. Other third-party providers assume liability for their own reports.

## **14. ELECTRONIC SIGNATURES**

Electronic signatures, including DocuSign, are valid and binding.

## **SIGNATURES**

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

Client Printed Name: \_\_\_\_\_

Inspector Signature: Robert M. Schumacher Date: \_\_\_\_\_