

HOME INSPECTIONS BY SP&D;

HOME INSPECTION AGREEMENT

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

1. PARTIES AND PROPERTY

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: \$ _____

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 benefits from or relies upon the Inspection Report, whether intended or not. 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:

- Is based solely on conditions visible and accessible at the time of inspection
- Is performed by a generalist, not a specialist in any trade or profession
- Is not technically exhaustive and does not include dismantling, calculations, testing, or measuring beyond the Standards of Practice

The Client acknowledges that the Tennessee Standards of Practice define both what is included and what is excluded from a home inspection and agrees that this inspection is governed by those standards.

3. NO WARRANTY OR GUARANTEE

The Inspection Report is not a warranty, insurance policy, or guarantee. The Inspector makes no express or implied warranties, including but not limited to:

- A guarantee that all defects have been identified
- A guarantee of the future condition, performance, or remaining life of any system or component; or any obligation to repair or pay for repairs

4. ITEMS, SYSTEMS, AND CONDITIONS NOT INSPECTED

The inspection does not determine the insurability, value, durability, or future performance of the property.

Excluded items and conditions include, but are not limited to:

- Code compliance, zoning, permits, ordinances, statutes, or covenants
- Environmental and health hazards including, but not limited to asbestos, radon, lead, mold, fungi, urea-formaldehyde, creosote, toxic or flammable materials
- Pests, insects, rodents, and wood-destroying organisms unless separately contracted
- Underground, concealed, or inaccessible systems or components
- Household appliances, security systems, fire protection systems, pools, spas, irrigation systems, water treatment systems, solar systems, low-voltage systems, and central vacuum systems
- EIFS, stucco, and composite siding systems and any concealed moisture damage associated with them
- Soil conditions, subsurface conditions, or structural engineering analysis
- Minor maintenance items, cosmetic defects, and normal wear and tear

The inspection is not:

- A building code or permit inspection
- An energy audit or product recall search (except as noted under Third Party Services)
- An invasive or engineering inspection
- A determination of whether prior repairs or remodeling were performed correctly or with permits

5. CLIENT RESPONSIBILITIES AND NOTICE REQUIREMENTS

The Client agrees to:

- Read this Agreement and the Inspection Report in their entirety
- Seek clarification from the Inspector prior to closing if any portion of the report is unclear
- Understand that only the written Inspection Report represents the Inspector's opinions

Notice of Claim:

The Client must notify the Inspector in writing within ten (10) days of discovering any condition believed to relate to the inspection. The Client agrees not to repair, alter, or disturb the condition before allowing the Inspector an opportunity to re-inspect.

Failure to provide timely written notice constitutes a complete waiver of all claims, including claims based on negligence.

6. SPECIALIST AND THIRD-PARTY EVALUATIONS

If the Inspection Report recommends further evaluation by a licensed contractor, engineer, pest inspector, or laboratory, the Client agrees to obtain such evaluation prior to the expiration of any inspection contingency or closing.

Failure to obtain recommended evaluations releases the Inspector from all liability related to the referenced system or condition, including undiscovered defects.

7. NON-ASSIGNABILITY AND RELIANCE

This Agreement and the Inspection Report are non-transferable. Only the Client may rely upon the Inspection Report. Any unauthorized reliance or assignment voids all claims against the Inspector.

8. STATUTE OF LIMITATIONS

Any action arising out of this inspection must be commenced within one (1) year from the date of inspection, as required by Tennessee law.

9. LIMITATION OF LIABILITY

The Client agrees that the Inspector's maximum aggregate liability, including legal fees, is limited to two (2) times the inspection fee paid. This limitation is an essential part of this Agreement and reflects the fee charged for the inspection.

10. DISPUTE RESOLUTION – MEDIATION AND ARBITRATION

Any dispute arising out of or relating to this Agreement, the inspection, or the Inspection Report shall first be submitted to non-binding mediation. If mediation is unsuccessful, the dispute shall be resolved by binding arbitration administered by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc., under their applicable rules.

All mediation and arbitration shall take place within the State of Tennessee, Sumner County. The arbitration award may be entered in any court of competent jurisdiction.

NOTICE: The parties understand they are waiving the right to litigate disputes in court and to have a judge or jury decide the matter.

11. REINSPECTIONS

If areas or systems were inaccessible during the initial inspection, the Client is responsible for requesting a reinspection. Any reinspection is subject to this Agreement. The Inspector may charge a reinspection fee not to exceed 50% of the original inspection fee.

12. SEVERABILITY AND GOVERNING LAW

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, with venue in Sumner County, Tennessee.

13. THIRD PARTY SERVICES

Your INSPECTOR has an affiliation with:

Inspector Services Group (ISG), a third-party service provider, to offer you additional value-added services including a complimentary RecallChek to help determine if the inspected property has any potentially dangerous recalled appliances, as well as a complimentary Home Warranty. By entering into this agreement, you (a) authorize your inspector to provide your contact information (including telephone number) to ISG and/or its affiliate, (b) waive and release any restrictions that may prevent ISG and/or its affiliate from contacting you (including by telephone using automated dialing technology), and (c) authorize ISG and/or its affiliate to contact you regarding home services. ISG assumes all responsibility for fulfillment of the 90-day home warranty, subject to the limitations of the warranty.

Middle Tennessee Extermination LLC, a third-party provider, may provide termite and W.D.O. inspections and lender-required letters. They assume all liability for their inspection report.

Independent certified laboratories may be used for environmental testing when separately contracted. Home Inspections by SP&D; assumes no liability for services or results provided by

third parties.

14. ELECTRONIC SIGNATURES

This Agreement may be executed electronically and in counterparts. Electronic signatures, including those executed through DocuSign or similar platforms, shall be deemed original and binding.

SIGNATURES

Client Signature: _____

Client Printed Name: _____

Date: _____

Inspector Signature: Robert M. Schumacher

Date: _____