

INSPECTION #

HOMETEAM® INSPECTION AGREEMENT

This agreement is between _____ d.b.a. THE HOMETEAM INSPECTION SERVICE® ("The HomeTeam Inspection Service") and _____ ("Client").

1. _____ The HomeTeam Inspection Service shall inspect the structure located at _____ (the "Property") on _____, and provide Client with a written inspection report (the "Report") in compliance with the Standards of Practice and Code of Ethics of the State of Tennessee as modified by this Agreement. The purpose of the inspection is to identify systems and components of the Property that, in the professional opinion of the inspector, are significantly deficient. The inspection and Report will be limited to visible and readily and safely accessible areas and components of the Property. The inspection is limited to the apparent condition of the Property at the time of the inspection.

2. _____ Client shall pay The HomeTeam Inspection Service an inspection fee of _____ payable before the inspection. Client shall pay a \$25.00 charge for any dishonored check.

3. _____ LIMITATION OF LIABILITY. UNLESS PROHIBITED BY THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, CLIENT EXPRESSLY AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES AND LITIGATION COSTS) RELATING TO THIS AGREEMENT OR THE INSPECTION AND REPORT PROVIDED BY THE HOMETEAM INSPECTION SERVICE, IS LIMITED TO LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO THE INSPECTION FEE PAID BY CLIENT. CLIENT HEREBY WAIVES AND RELEASES ALL OTHER CLAIMS IT MAY HAVE NOW OR IN THE FUTURE AGAINST THE HOMETEAM INSPECTION SERVICE, ITS INSPECTORS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PRINCIPALS, PARTNERS, AFFILIATES, SUCCESSORS, HEIRS, ASSIGNS AND LEGAL REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, PROMISSORY ESTOPPEL, NEGLIGENCE, PROFESSIONAL MALPRACTICE, OR OTHER TORT. CLIENT HEREBY WAIVES AND RELEASES ANY CLAIM ARISING UNDER THIS AGREEMENT OR THE REPORT, UNLESS THE HOMETEAM INSPECTION SERVICE IS NOTIFIED OF THE CLAIM WITHIN ONE YEAR AFTER THE DATE OF THE INSPECTION. EACH PARTY HEREBY WAIVES THE RIGHT TO OR ANY CLAIM FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, MULTIPLE, OR PUNITIVE DAMAGES AGAINST THE OTHER (EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF), AND AGREES THAT, IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH PARTY WILL BE LIMITED TO ACTUAL DAMAGES. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY.

4. _____ The inspection WILL INCLUDE all of the following systems and components of the Property unless otherwise indicated:

- Foundation (Excluded)
- HVAC Systems (Excluded)
- Plumbing System (Excluded)
- Electrical Systems (Excluded)
- Structural System (Excluded)
- Roof (Excluded)

5. _____ The inspection WILL NOT INCLUDE the following systems or components, whether or not they are visually accessible, and they are hereby specifically excluded unless otherwise indicated:

- Underground Utilities (Excluded)
- Intercom Systems (Excluded)
- Tennis Courts (Excluded)
- Solar Heating Systems (Excluded)
- Personal Property (Excluded)
- Water Softeners (Excluded)
- Playground Equipment (Excluded)
- Security Systems (Excluded)
- Swimming Pools (Excluded)
- Wells / Springs (Excluded)
- Cesspools (Excluded)
- Drainfields (Excluded)
- Septic Tanks (Excluded)
- Trash Compactors (Excluded)
- Detached Buildings (Excluded)
- Water Analysis (Excluded)
- Lead Based Paint (Excluded)
- Elevators (Excluded)
- Generator Systems (Excluded)
- Diving Boards / Slides (Excluded)

6. _____ Notwithstanding anything to the contrary in this Agreement or in the Standards of Practice and Code of Ethics of the State of Tennessee, the purpose and scope of the inspection and Report are limited to the identification and disclosure of "major defects" only. A "major defect" is any single defect in a system or component of the Property that cannot be corrected, repaired or replaced for \$1,000 or less. Although the inspector and the Report may nonetheless identify non-major defects, The HomeTeam Inspection Service does not undertake, and is not required, to identify or report any defect that could be corrected, repaired or replaced for \$1,000 or less, or any system or component that could be rendered safe or functional for \$1,000 or less, all of which are specifically excluded from the scope of the inspection and Report.

7. _____ The inspection and Report WILL NOT INCLUDE the following systems, components, conditions, or substances, whether or not visually-observable, and they are hereby specifically excluded from the scope of the inspection unless otherwise specifically indicated: (a) latent or concealed defects; (b) non-built-in appliances; (c) the adequacy or efficiency of any system or component; (d) compliance with past or present building, fire, or other governmental codes or regulations; (e) the operation of security locks, devices, or systems; (f) the presence of or damage caused by termites, rodents, ants, birds, or other wood-boring organisms; (g) survey, appraisal, or flood plain certification; (h) matters of title, zoning, or compliance with restrictive covenants; (i) property boundaries, encroachment, adverse possession, and the placement of fences and walls; (j) the presence of or danger from asbestos, radon gas, lead paint and lead exposure hazards, carbon monoxide, urea formaldehyde, toxic or flammable chemicals, water or airborne related illness or disease, mold, mildew or fungi, moisture content of walls, floors, ceilings, or siding, or any other substance not visually detectible; (i) water and air quality, soil, and geological site engineering conditions; (j) exterior insulated finishing systems (EIFS); (k) product recalls relating to any system or component of the Property; and (l) cosmetic items. Client is urged to contact a reputable specialist if information, identification, or testing for any of the foregoing conditions or substances is desired or indicated.

8. _____ Inspectors are not required to move or open debris, furniture, equipment, carpeting, walls, floors, ceilings, water, ice, snow, soil, vegetation or other materials, objects or personal property that may impede access or limit visibility. Inspectors are not required to enter any area that may contain hazardous or unsafe materials. No invasive or destructive testing will be conducted. No equipment or systems will be dismantled. Inspectors are not required to enter attic spaces that are unsafe or if access might damage ceilings or insulation. Inspectors are not required to walk on or access a roof if doing so might damage the roof or roofing materials or be unsafe for the inspector. Inspectors are not required to enter crawl areas where the headroom is less than three feet or where adverse conditions exist. Inspectors are not required to test the function or operation of shutters, awnings, window coverings, or similar accessories. Thermostats and timers are not checked for accuracy or calibration. Inspectors will not activate heating and cooling systems that have been shutdown or taken out of service. Air conditioners cannot be safely checked when the outside temperature has been below 60° within 24 hours. Pressure gauges are not used to test air conditioners. Garbage disposals are checked for operation only. Dishwashers are checked only for their ability to fill and drain properly. The absence of visible indications of water penetration in an attic or basement at the time of the inspection is NOT conclusive evidence that the roof or basement is free from leakage. The inspector may observe actual water penetration in these

areas only if the inspection is conducted during a prolonged period of heavy rainfall.

9._____ The services listed below are specifically excluded from the inspection unless otherwise indicated. In order to receive the additional services listed below (notwithstanding the limitations of Sections 4 and 5 herein), Client must pay additional fee(s) and initial the service(s) below.

_____ a. **Pest (Included).** This inspection, if included, is an examination to identify the presence or absence of wood-destroying insects and organisms such as termites, carpenter ants, powder post beetles, carpenter bees, or wood decay fungus. The inspection WILL attempt to identify any visually apparent major structural damage caused by such organisms. The inspection WILL NOT include an examination to identify the presence or absence of rodents or other vermin or insects not expressly included above. All pest examinations WILL be performed by inspectors who meet all state standards for performing pest inspections in the state in which the Property is located. The pest inspectors may not be employees of The HomeTeam Inspection Service.

_____ b. **Radon Gas (Excluded).** This inspection, if included, is an examination to identify the presence of radon gas. All radon gas examinations will be performed by inspectors who meet all state standards for performing radon gas inspections in the state in which the Property is located. The radon gas inspectors may not be employees of The HomeTeam Inspection Service. (The EPA recommends that all homes be tested for the presence of radon gas.)

_____ c. **Mold (Excluded).** This inspection is a test to identify the presence, different types, or level of mold or mold spores in the home. A mold test will NOT be included in the inspection or Report unless Client executes a separate Mold Test Agreement.

10._____ THE INSPECTION AND RESULTING REPORT ARE NOT INTENDED AS A GUARANTY, WARRANTY, OR INSURANCE POLICY. THE HOMETEAM INSPECTION SERVICE MAKES NO EXPRESS OR IMPLIED GUARANTIES OR WARRANTIES REGARDING THE CONTINUED ADEQUACY, PERFORMANCE, OR CONDITION OF ANY STRUCTURE, ITEM, COMPONENT OR SYSTEM AFTER THE INSPECTION, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES.

11._____ Client shall provide The HomeTeam Inspection Service with written notice of any unreported defect or deficiency, of any damage or injury caused by The HomeTeam Inspection Service, its employees or agents, or of any other claim ("Claims"), within ten business days after Client discovers or reasonably should have discovered the Claim. Client shall not commence any legal proceeding relating to the Claim for thirty days after The HomeTeam Inspection Service's receipt of notice of the Claim, during which time Client shall provide The HomeTeam Inspection Service with reasonable access to the Property and opportunity to investigate and cure the Claim. If Client fails to provide The HomeTeam Inspection Service with the notice or cure period, or alters, repairs or replaces any system or component of the Property that may have a bearing upon the Claim, thereby preventing The HomeTeam Inspection Service from independently verifying the existence or extent thereof, then Client shall be deemed to have irrevocably waived and released the Claim against The HomeTeam Inspection Service, its inspectors, employees, agents, officers, directors, shareholders, members, principals, partners, affiliates, successors, heirs, assigns and legal representatives.

12._____ The inspection and Report are intended for Client's sole, confidential, and exclusive use and benefit. The Report is not intended for the benefit of, and may not be relied upon by, any other party. The disclosure or distribution of the Report to the current owner(s) of the Property or real estate agents will not make such persons intended beneficiaries of the Report. Client shall indemnify and defend The HomeTeam Inspection Service, its inspectors, employees, agents, officers, directors, shareholders, members, principals, partners, affiliates, successors, heirs, assigns and legal representatives, and hold each of those parties harmless, from and against all losses, damages and expenses (including, without limitation, attorney fees) arising from any claim asserted by any third party relating to this Agreement or the Report.

13._____ This Agreement represents the entire agreement between the parties, and any prior agreements and understandings are hereby superseded and merged into this Agreement. All rights, duties, obligations and remedies of either party relating to the subject matter of this Agreement shall arise from and be governed solely by this Agreement, and each party expressly waives and relinquishes all claims in tort (whether based upon statute, common law, or otherwise) it may have, now or in the future, against the other party relating to the subject matter of this Agreement. Any change, modification, or amendment to this Agreement must be in writing and signed by all parties. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, successors, and assigns. If any provision of this Agreement is illegal, invalid or unenforceable, that provision will be deemed to be modified or eliminated to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will not be affected thereby. The laws of the state in which the Property is located govern all aspects of this Agreement.

14._____ Client acknowledges and agrees that: (i) The HomeTeam Inspection Service, Inc. d.b.a. The HomeTeam Inspection Service® is an independently-owned and independently-operated franchisee of The HomeTeam Inspection Service, Inc.; (ii) _____ is not an employee, partner or agent of The HomeTeam Inspection Service, Inc.; (iii) The HomeTeam Inspection Service, Inc. is not authorized to make any contract, agreement, warranty or representation on behalf of The HomeTeam Inspection Service, Inc.; and (iv) Client will have no recourse against The HomeTeam Inspection Service, Inc., and The HomeTeam Inspection Service, Inc. will not be not liable to Client, for any obligation, act or omission of, or for any breach of this Agreement by

_____ d.b.a. The HomeTeam Inspection Service®

I _____ do _____ do not want HomeTeam to send a copy of the inspection report to my real estate agent(s): _____

By: _____ Date: _____

Signed: _____ CLIENT Date: _____

Signed: _____ CLIENT Date: _____