

CENTURION HOME INSPECTIONS, LLC

Pre-Inspection Agreement

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO SC CODE OF LAWS SECTION 15-48-10, ET SEQ. OF THE UNIFORM ARBITRATION ACT

Today's Date: _____ Inspection Number: _____

The address of the property to be inspected is: _____.

Inspection Fee: \$ _____.

THIS AGREEMENT is made by and between **Alan J.P. Miles of Centurion Home Inspection, LLC** (hereafter referred to as "INSPECTOR") and _____ the undersigned, (hereafter referred to as "CLIENT"). Collectively the INSPECTOR and CLIENT are referred to as "THE PARTIES". In order for the INSPECTOR to provide the very best inspection services possible to the CLIENT, the Parties understand and voluntarily agree as follows:

1. **Clients Initials:** _____. The INSPECTOR **agrees** to perform a **Visual Inspection** of the property specified above and to provide the CLIENT with a written inspection report identifying the defects that were observed at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. The inspection is not meant to be technically exhaustive. It is intended to provide a general overview of the reported property. The inspection does not involve removal and inspection behind service door or dismantling that would otherwise reveal something only a licensed contractor would discover. The only areas of inspection are those that are both **visible and accessible** at the time of the inspection. The **INSPECTOR may not** move, relocate, dig, or uncover any item during the inspection with the exception of the service panels and covers on the water heaters, breaker box(es), fuse box(es), heat and air conditioning plants and furnaces and any access panels that serve as inspection/maintenance openings. These items must be readily accessible to the INSPECTOR and are not sealed.
2. **Clients Initials:** _____. The PARTIES **agree** that the South Carolina State Standard of practice shall define the nature and standards of the inspection as well as the limitations, conditions, and exclusions. The South Carolina Standards of Practice can be found in Chapter 106 of the South Carolina Department of Labor, Licensing, and Regulation from the Residential Builders Commission.
3. **Clients Initials:** _____. The PARTIES **agree** that the purpose of the inspection of the property specified above is to identify and disclose the visually observable major deficiencies of the inspected systems and items at the time of the inspection only. Detached buildings are not included unless specified in a rider to this agreement and agreed to by both parties at the time of accepting and signing this agreement. **This inspection does not evaluate or assess any flood zones or areas that can be or subject to flooding now or at anytime in the future by any cause.** Any repair items and areas of concern should be considered before purchasing the property. **In the best interest of the CLIENT, it is always recommended by this INSPECTOR that any and all repairs, as well as items requiring further inspection, only be accomplished by QUALIFIED and LICENSED CONTRACTORS specifically trained and experienced to address those areas of concern.** Furthermore, the CLIENT **agrees and acknowledges that they have been advised to use only qualified and licensed repair contractors.**

4. **Clients Initials:** [REDACTED]. The PARTIES agree that the report is the sole property of the CLIENT and the INSPECTOR and shall not be transferred or used by any other person or company with out the written consent of the PARTIES.

The report will include the inspection of readily accessible components of:

- Mechanical systems: including central heat and air units, ductwork and thermostats.
- Plumbing systems: including fixtures, supply and drain piping, and water heater(s).
- Electrical Systems: including the service entry, breaker panels, grounding, outlets, and fixtures.
- Structural Condition: including foundation, basement (and/or crawl space), and attic
- General Interior: including ceilings, walls, floors, windows, doors, built in appliances, cabinets and a visual inspection of the fireplace.
- General Exterior: including windows and doors, chimneys, roofing, siding, trim, gutters, grounds, patios, porches, driveways, walk ways, and lot grading.

Exclusions:

5. **Clients Initials:** [REDACTED]. The CLIENT specifically acknowledges and agrees that mechanical devices may operate normally at the time of the inspection and malfunction at a later date. The client also acknowledges that this inspection at the above specified property does not address the possible presence of or danger from any potentially harmful item or substance including but not limited to **mold or fungi, asbestos, lead paint, radon gas, urea formaldehyde, toxic or flammable substances, water and airborne hazards, soil contamination, or code and regulation compliance, electrical or mechanical dangers.**

6. **Clients Initials:** [REDACTED]. The CLIENT agrees that the inspection and report will not address or evaluate central vacuum systems, intercoms, security systems, telephone wiring, cable wiring, fire and safety equipment, and other low voltage systems, spas, hot tubs, sprinkler systems, swimming pools, water softeners, humidifiers, wall paper, storage tanks, solar systems, lightning arrestors, trees and shrubs, EIFS Clad homes (Exterior Insulated Finish Systems), wells and septic systems, the presence or absence of rodents, termites, and other wood destroying insects, and portable appliances.

7. **Clients Initials:** [REDACTED]. The CLIENT agrees that the inspector may offer additional comments pertaining to items discovered which he/she feels might be of interest to the client as a courtesy but they are not part of the contracted inspection report. **General comments about these systems, items and conditions, of the written report are informal and do not represent an inspection.**

Limitations of Liability

8. **Clients Initials:** [REDACTED]. The CLIENT acknowledges and agrees that the INSPECTOR is not an insurer nor a guarantor of/or/against any defects found in the structure, systems, components, or items inclusive of the property inspected. The INSPECTOR makes no warranty expressed or implied as to adequacy or performance, or condition, of any inspected structure, item, system, or component. The INSPECTOR will have no liability for failing to detect a malfunction, defect, inoperative condition, or necessity for repair, any item that was concealed or covered up whether intentional or otherwise. The CLIENT agrees that the INSPECTOR will have no liability for incidental or consequential damages caused by these defects, malfunctions, and inoperative conditions.

9. **Clients Initials:** [REDACTED]. The CLIENT acknowledges and agrees that the INSPECTOR, the inspection and the subsequent report are in no way intended to be a guarantee or warranty, expressed or implied, regarding the future use, operability, habitability, or suitability of the home building or its structure, systems, components, or items. Any and all statements or claims of warranty or guarantee, whether expressed or implied as to the merchantability and/or fitness of this property for a particular purpose are expressly excluded by this agreement.

10. **Clients Initials:** [REDACTED]. The CLIENT understands and agrees that the INSPECTOR and/or inspection company will not be held liable nor will assume any liability whatsoever, for the costs of repairing or replacing any defects or deficiencies either current or future of any structure, system, component, or item. This includes but is not limited to any property damage, subsequent or consequential

damages, and bodily injury of any nature including allergies and sicknesses. The CLIENT **agrees** that the liability of the INSPECTOR for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the inspector's negligence or breach of any obligation under this agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages equal to the fee paid to the inspector, and this liability shall be exclusive.

11. **Clients Initials:** [REDACTED]. The CLIENT **agrees and waives** any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the client has/has not been advised of the possibility of such damages. The PARTIES acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that the actual damages may be difficult and impractical to ascertain, (ii) to allocate risk among the INSPECTOR and CLIENT, and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

12. **Clients Initials:** [REDACTED]. In the event of a claim by the CLIENT that a structure, system, component, or item of the inspected premise was not in the condition reported by the INSPECTOR, The CLIENT agrees to notify the INSPECTOR in writing within 72 hours of the discovery and also 72 hours prior to replacing or repairing the discrepancy. 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 of practice for the state of South Carolina. If the repair and/or replacement is/are completed with out giving the INSPECTOR the required notice, the INSPECTOR will have no liability to the CLIENT. Furthermore any legal action must be brought with in 90 days of the inspection date or will be deemed waived and forever barred.

13. **Clients Initials:** [REDACTED]. Any dispute, controversy, interpretation or claim for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to the contract or the inspection or the inspection report shall be submitted to final and binding arbitration under the rules and procedures of the Construction Industry Arbitration Rules of the American Arbitration Association. The decision of the arbitrator appointed will be the final binding judgment on the award.

14. **Clients Initials:** [REDACTED]. The CLIENT agrees to obtain the necessary authorization from the home owner to photograph the property inspected. The photographs will not show the entire inspection only a general view of the home and any areas of concern.

15. **Clients Initials:** [REDACTED]. The CLIENT agrees that the payment will be due at the conclusion of the inspection and before the inspection report is delivered to the client.

16. This agreement shall be governed by the laws of the state of South Carolina.

17. ENTIRE AGREEMENT; MODIFICATION. This written Contract constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in anyway change the terms and conditions herein set forth, and that no modification of the Contract, and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

18. SEVERABILITY; PARTIAL INVALIDITY. If any provision of this Agreement is held to be illegal, invalid or unenforceable (the "Offending Provision"), the Offending Provision shall be fully severable; and this Agreement shall be construed and enforced as if the Offending Provision had never comprised a part of this agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the Offending Provision or by its severance from this agreement. Furthermore, in lieu of the Offending Provision, there shall be added automatically as part of this Agreement a provision as similar in terms to the Offending Provision as may be possible and be legal, valid and enforceable.

[Signatures on Following Page]

Printed Name of CLIENT: _____

Address of CLIENT: _____ city, State, Zip _____

Phone Number of CLIENT: (day): _____ (evenings): _____

CLIENT'S E-MAIL ADDRESS: _____

Client Agrees to release report to Buyer, Seller and/or REALTOR: YES _____ (or) NO _____
Initial Initial

Signature of CLIENT: _____ Date: _____

Agents name: _____ Agents Company: _____

Agents Phone Number: _____

Inspectors Signature: _____ date: _____

Centurion Home Inspections, LLC. License Number : RBI . 2231

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RIDER to Agreement:

Parties, Both Client and Inspector Agree to add the following Additions and/or Stipulations to this Agreement: _____

_____ and no others.

Client: _____

Inspector: _____

Date: _____

Date: _____