

NAME OF CLIENT: _____
Current Street Address: _____
City, State, Zip Code: _____

RESIDENCE TO BE INSPECTED:
Street Address: _____
City, State, Zip Code: _____



Inspection Date: _____ **Inspection Time:** _____
The fee for this inspection is \$ _____
payable (check one) [] at the time of inspection [] at closing
 If fee is to be paid at closing, please include the closing date and closing attorney below:

LEGAL CONTRACT

This is a legal contract that should be read thoroughly before signing. Should you have any questions as to the inspection, please make those inquiries before signing this inspection contract. Should you sign this inspection contract without requesting any clarification, the home inspector can only assume you understood the inspection contract and agree with the terms and conditions set forth therein.

The Client desires to retain the services of Residential Inspection Consultants, LLC ("Company") to conduct an inspection of the Residence referenced above and to provide a written inspection report as to the apparent physical condition of the residence at the time of inspection, and the Company agrees to provide these services. The employment and the written inspection report shall be subject to this Agreement. In consideration of these premises and the mutual covenants contained herein, the parties agree to the following terms and conditions

TERMS AND CONDITIONS

1. **Services:** The Company shall make a limited, noninvasive, visual examination of the combination of mechanical, electrical, or plumbing systems or the structural and essential components of the residence only as expressly and specifically indicated in the written inspection report in order to identify material defects in those systems and components. The inspection report is a reasonable effort to assess the apparent physical condition of the property at the time of inspection. The inspection is limited to the visible and accessible areas of the residence and is not conducted to detect every minor problem or condition that may exist in the residence.
2. **Entrance onto Property:** Client represents and warrants that all approvals necessary have been secured for entrance by the Company's inspectors at the residence to be inspected.
3. **Client's Presence on Site at Time of Inspection:** Client agrees to be on the premises at the time of the inspection or to arrive in time for the inspector to review the inspection report with the Client. Client's absence shall constitute forfeiture of the oral review. Clients who fail to view the residence should not rely exclusively on the report in making decisions about the residence.
4. **Standard of Inspection:** The inspection will be performed in a manner consistent with the laws of South Carolina. It will be consistent with the Standards of Practice of the American Institute of Inspectors except as otherwise indicated by this Agreement.
5. **Scope of Services:** The following limitations on services apply:
 - a. The inspection and inspection report do not cover areas, components, systems, or conditions that are (1) not exposed to view, (2) concealed, (3) inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other things; or (4) subjected to changes after inspection.
 - b. Inspection and analysis include only areas, systems, components, and conditions expressly identified in the inspection report. No Company statement, express or implied, shall be construed to imply that every area, component, system, or condition was inspected or that every defect was discovered.
 - c. The inspection and inspection report do not include areas, systems, components, or conditions excluded from inspection by the standards of the State of South Carolina or by agreement of Client and Company.
 - d. The Company provides no repair estimates and no opinions on quality of materials. No Company statement, express or implied, shall be construed as a repair suggestion, or requirement or as implying legality to any building improvements, additions, or alterations.

ADDITIONAL TERMS AND CONDITIONS THAT ARE A PART OF THIS LEASE ARE PRINTED ON THE REVERSE SIDE.

 THE UNDERSIGNED HAS READ, UNDERSTOOD, AND HEREBY AGREES TO ALL THE TERMS AND CONDITIONS SET FORTH ON BOTH PAGES OF THIS AGREEMENT.

 ACCEPTED BY CLIENT: _____, DATE: _____

The inspection and inspection report shall not cover: systems or component installation; private water or sewage systems; swimming pools or other recreational improvements or equipment; permit research; radio-controlled devices; automatic gates; elevators, lifts, dumbwaiters; thermostatic or time control clocks; water softeners or purifiers; radiant heat systems; furnace heat exchangers; solar heating systems; gas appliances and main gas shut-off valves; gas leaks; odors or noise; seismic safety; freestanding appliances: security or fire safety systems; personal property; outbuildings; proximity to railroad tracks or airplane routes; boundaries, easements, or rights-of-way; unique, technically complex systems or components; system or component life expectancy; adequacy or efficiency of any system or component; structural, geological soil, wave action, or hydrological stability, survey, engineering, analysis, or testing; termites or other wood-destroying organisms, rodents, or other pests; dry-rot or fungus; latent or concealed defects; manufacturer's recalls, if any, that may be related to the structure, its components, or equipment; cosmetic items, including but not limited to, paint, other finish treatments, floor coverings, minor cracks in walls or windows, and window treatments; possible presence or danger from any potentially harmful substances and environmental standards, including, but not limited to, asbestos, radon gas, lead, urea formaldehyde, toxins, carcinogens, flammable substances, and contaminants in soil, water, or air; or any adverse condition that may affect the desirability of the property.

- e. The Company does not provide opinions as to the existence or non-existence of mold, nor does it claim the expertise and professional training necessary to provide such an opinion. In the event of discovery of moisture at the residence, Client shall bear full responsibility for seeking the opinion of an expert of Client's choice who has the professional training necessary to provide such an opinion as to mold.
- f. The inspection and the inspection report shall not be construed as covering compliance or non-compliance of the property with any governing codes, laws, ordinances, restrictive covenants, or statutes past or present, including but not limited to building codes, zoning, land use, and fire codes.
6. **Exclusive Findings:** The inspection report shall constitute the final and exclusive findings of the Company. Our analysis is limited to the contents of the report. The Company reserves the right to modify the report for up to forty-eight hours after the delivery of the report to the Client.
7. **Customer Claims and Reinspection:** Any claim arising out of or related to any act or omission of the Company in connection with the inspection shall be in writing and shall be reported to the Company within 10 business days of discovery. Company shall have the right to reinspection to the extent necessary to investigate the claim.
8. **No Warranty or Guarantee:** The inspection and inspection report shall not constitute a guarantee or warranty, either expressed or implied, including any implied warranty of merchantability or fitness for use, regarding the property inspected or its various systems and components, or insurance policy, nor does it constitute a substitute for real estate transfer disclosures which may be required by law.
9. **No Appraisal:** Neither the inspection nor any statement of the Company, express or implied, including the inspection report, shall be construed as an appraisal of market value or any recommendation, warranty, or guarantee as to advisability of purchase or sale.
10. **Liability:** The Company does not assume liability and shall not be liable, beyond the cost of the inspection report, for any mistake, omission, or error in judgment of its duly constituted representatives. This limit of liability shall include and apply to all consequential damages, bodily injury, property damage, or any other damages arising out of the inspection or the inspection report. Client shall assume all risks for conditions that are (1) concealed, (2) not exposed to view, (3) inaccessible, (4) subjected to changes after inspection, or (5) located in areas excluded from inspection by the standards of the State of South Carolina or by agreement of the Client and Company.
11. **Client's Use of Inspection Report:** Client agrees Company shall conduct the inspection and prepare the inspection report for Client's sole, confidential and exclusive use. Client shall indemnify, defend, and hold harmless Company from any third-party claims relating to the inspection report. Client shall not transfer or disclose any part of the report to any other person, subject to the following exceptions:
 - a. Client may provide one copy to the current seller(s) of the property, but only upon the express condition that the seller(s) shall use the report only in connection with Client's transaction and that the seller(s) shall not transfer or disclose it to persons other than their real estate agent.
 - b. Client may provide one copy to the real estate agent representing the Client and/or a bank or other lender for use in Client's part of the transaction only.
 - c. Client may provide one copy to the insurance company of the Client to secure insurance.
12. **Choice of Law:** This Agreement will be construed in accordance with and governed by the laws of the State of South Carolina, without regard to principles of conflicts of law.
13. **Severability of Agreement:** In the event any provision of this Agreement is found to be unenforceable, such unenforceability shall not prevent enforcement of any other provision of this Agreement.
14. **Attorney Fees Provision:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.
15. **Arbitration:** Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled by binding arbitration in Greenville, South Carolina. Such arbitration shall be conducted in accordance with the Standards of Practice of the American Institute of Inspectors. Property or equipment in the dispute shall be available for viewing and arbitration. IF FOR ANY REASON THIS APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.
16. **Entire Agreement:** This Agreement constitutes and contains the entire Agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements. This Agreement may not be amended except in writing signed by both parties.
17. **Authorization to Sign:** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.