

QUIN HOME INSPECTION

P.O. BOX 617
MAULDIN, SC 29662
864-228-8360

INSPECTION AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY.

PROPERTY ADDRESS: _____

DATE: _____ TIME: _____ REPORT # _____

CUSTOMER(S): _____

Generalist Inspection Fee _____ = _____

Additional Fees: _____ = _____

Paid Cash Ck# _____ TOTAL: _____

CUSTOMER (named above) hereby requests a generalist's visual inspection of the primary building(s) at the above address, to be conducted by the above inspection company, herein to be referred to as the INSPECTOR, for CUSTOMER'S sole use and benefit. CUSTOMER warrants that they will carefully read the entire inspection report when they receive it and will promptly call the INSPECTOR with any questions they may have. CUSTOMER warrants that all approvals necessary have been secured for INSPECTOR's entrance onto property. CUSTOMER and INSPECTOR understand that they are bound by all terms of this agreement.

SCOPE OF INSPECTION

The property inspection to be performed for customer is a non-invasive physical examination of the visible portions of the primary building(s) on the property. The subsequent inspection report will inform the CUSTOMER of MAJOR VISIBLE DEFECTS AS THEY EXIST ON THE DATE OF THE INSPECTION. Minor defects are reported as a courtesy only. The inspection will be performed in accordance with the Standards of Practice of the organization(s) named on the cover page of this report. Copies of these standards will be provided upon request.

This inspection is limited to a visual examination of the exposed and readily accessible areas of the building, and to this extent includes an evaluation of the following major components:

Foundation	Electrical	Exterior	Walls	Doors	Fireplaces
Sub-floor Framing	Plumbing	Roofing	Ceilings	Windows	Water Heaters
Site Drainage	Heating	Attic	Floors	Venting	Built-in Appliances
<i>if near building:</i>	<i>Paving</i>	<i>Decks</i>	<i>Fencing</i>		

The inspection to be performed is a visual inspection only and does not contemplate or involve the dismantling or moving of any object or portion of the premises. Latent and concealed defects and deficiencies are excluded from the inspection. INSPECTOR shall have no liability for conditions which are concealed from view or inaccessible to the INSPECTOR. The inspection and report thereon is not a warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures which may be required by law. Home warranty policies, which include coverage for appliances, electrical, plumbing and heating are available, if desired. For further information, consult a licensed real estate professional.

This inspection is limited to the real property and does not include personal property unless so indicated in this inspection report. A random sampling of items such as anchor bolts, window operation, safety glass, cabinetry and electrical outlets are checked. No representation is made as to how long any equipment will continue to function. Maintenance conditions may be discussed, but they are not a part of this inspection.

CONDITIONS OUTSIDE THE SCOPE OF THIS INSPECTION INCLUDE BUT ARE NOT LIMITED TO:

- Code or zoning violations; permit research; easements; rights of way; boundaries; condition of title; previous use; occupancy designation; compliance with manufacturer's specifications.
- Obtaining or reviewing information from any third parties, including but not limited to: sellers, occupants, contractors, consultants, attorneys, agents or homeowner associations.
- Evaluating fire-resistive qualities of any system, structure or component of the building.
- Common areas, or systems, structures, or components thereof including, but not limited to, those maintained by a Homeowner Association.
- Examination of conditions related to animals, rodents, insects, wood-destroying insects or organisms, mold and mildew or damage(s) caused thereby.
- Any form of engineering analysis, such as structural, geological, and hydrological stability or soils conditions or wave action evaluations; land surveying or architectural examinations.
- Unique and/or technically complex systems or devices, such as heat exchangers, remote controls, motion sensing or photoelectric devices, alarm systems, fire detection systems (other than smoke alarms), solar systems, air quality control systems, radio or computer controlled devices, automatic timer controls, elevators, dumbwaiters, satellite dishes, automatic gates, etc.
- Low voltage electrical systems, such as TV antenna, TV signal cables, telephones, intercoms, security systems, speaker wires, automated equipment, landscape lighting, etc.
- Environmental and health hazards or conditions, including, but not limited to toxic, reactive, combustible and corrosive contaminants. Also wildfire, flood, and geological conditions.
- Private water or private sewage systems or related equipment, such as wells, septic systems, sewage pumps, water softeners, water purification systems, etc.
- Swimming pools, hot tubs, spas, waterfalls, ponds, fountains, saunas, steam baths, or similar fixtures and related equipment.
- Building or property measurements, value appraisal, and costs for corrective work.
- Electrical load calculations; testing of gas shutoff valves; testing for gas leaks.
- Latent defects or predictions of life expectancy of components or systems.
- Window-mount or wall-mount air conditioners or gas-powered air conditioners.
- Detached ancillary buildings (except for parking structures).
- Gas and electrical appliances such as fire pits, barbecues and outside heaters.
- Systems, structures or components which are not permanently installed.
- Adequacy, efficiency, durability or quality of components.
- Advisability of purchase.
- Requirements of Americans with Disabilities Act (A.D.A).
- Noise transmission; determination of odors.
- Cosmetic finishes and conditions; landscaping and foliage.
- Fire sprinklers; landscaping sprinklers except as otherwise noted.
- Items specifically noted as excluded or items not specifically identified in the written report.
- Technically exhaustive inspections, evaluations or tests of any type.
- Notification of product recalls, defects or similar notices.

Services for inspecting or evaluating some of the excluded items listed above may be available from INSPECTOR for an additional fee.

Inspection Agreement

----- Contract Continued -----

CONFIDENTIALITY OF REPORT

The inspection report is confidential and is for the exclusive private use of the CUSTOMER. It is not to be copied or disseminated to any other party without the expressed written consent of the INSPECTOR. Use of all disclosures contained in the report is specifically restricted to the transaction for which the inspection was performed. Use of or reliance upon the report by other parties, or for other transactions, is strictly prohibited.

Note: THIS REPORT IS COPYRIGHTED.

SEVERABILITY

CUSTOMER and INSPECTOR agree that should a court of competent jurisdiction determine that any portion of this contract is void or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTE RESOLUTION

CONTACT: CUSTOMER understands and agrees that any claim for failure to accurately report the major visual defects of the subject property, as limited herein above, shall be made in writing and reported to the INSPECTOR within 10 business days of discovery. INSPECTOR agrees to respond promptly to any legitimate complaint. CUSTOMER further agrees that CUSTOMER or CUSTOMER'S agents, employees or independent contractors will make no alterations, repairs or replacements to the claimed condition that is the subject of the "claimed failure to report" prior to a reinspection by the INSPECTOR. CUSTOMER waives any and all claims relating to conditions that are altered or repaired without said notice or reinspection.

ARBITRATION: Any dispute, controversy, interpretation or claims of any kind or nature whatsoever, including, but not limited to, claims for breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to this contract or arising out of, from, or related to the inspection and inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The ARBITRATOR shall be knowledgeable in the business of building inspections, shall have at least five (5) years experience as a home and building inspector, and be a member in good standing of the organization(s) named on the cover page of this report, as evidenced by his/her date of full membership. An arbitrator must be selected within one (1) month's time. The accepted standard against which the inspection shall be judged is the "Standard of Practice" of the Association(s) named on the cover page. The decision of the ARBITRATOR shall be final and binding, and judgment on the award may be entered in any Court of competent jurisdiction. CUSTOMER agrees herewith to waive the right to a trial.

/_____
Initials

ACCEPTANCE OF REPORT AND FEE PAYMENT:

The fee for this inspection is due at the time of the inspection. If CUSTOMER does not attend the inspection, the fee is due upon receipt of the report. If the CUSTOMER has not signed this agreement, the acceptance of this report shall constitute agreement with all of the terms of this contract. The written report to be prepared by INSPECTOR shall be considered the final and exclusive findings of the INSPECTOR regarding the inspection of the property. CUSTOMER shall not rely on any oral statements made by the INSPECTOR prior to issuance of the written report.

STATUTE OF LIMITATIONS

The parties agree that no action may be brought to recover damages against the "INSPECTOR" or Inspection Company, or its officers, agents or employees more than one year after the date of the subject inspection. Time is expressly of the essence herein. This time period is shorter than otherwise provided by law in some states.

GENERALIST VISUAL INSPECTION

"CUSTOMER" understands that the "INSPECTOR" is a generalist, that the "GENERALIST" type inspection and report is an UNBIASED OPINION BASED UPON THE EXPERIENCE OF the individual "GENERALIST" INSPECTOR, and that the "INSPECTOR" is NOT AN EXPERT IN EVERY CRAFT OR PROFESSION. If your inspector recommends consulting other specialized experts, "CUSTOMER" must do so at "CUSTOMER'S" expense. If "CUSTOMER" fails to consult specialized experts as recommended by "INSPECTOR," the "INSPECTOR" shall be absolved of liability.

I/We request a "Generalist Visual Inspection" as described above.

/_____
Initials

ACCEPTANCE OF THIS AGREEMENT:

This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, agents, and representatives of any kind whatsoever. This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.

PERMITS

_____/_____/ I do NOT agree _____/_____/ I do agree to pay an additional fee of \$_____ for inspector to research and provide all building permits that appear on the municipal records for the above property.

I/WE HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS. I/WE ALSO AGREE TO CAREFULLY READ THE ENTIRE INSPECTION REPORT. I/WE ALSO AGREE TO PAY THE FEES LISTED.

CUSTOMER(S): _____ DATE _____

DATE _____

INSPECTOR: _____ DATE _____

INTRODUCTION

We have inspected the major structural components and mechanical systems for signs of major defects, excessive or unusual wear and general condition. The following report is a list of the conditions observed on the date of the inspection. When repair or replacement is recommended, the determination of appropriate corrective action must necessarily be left to the professionals retained for detailed evaluation and repair. Minor deficiencies, provided as a courtesy only, are reported to provide a better understanding of the structure(s) and to give some direction for ongoing maintenance needed.

In this report, there may be specific notes regarding areas or items that were inaccessible. We can make no representations regarding conditions that may be present but were concealed or inaccessible at the time of our inspection. If inspection of the inaccessible areas is desired, it will be performed upon arrangement at an additional cost after access is provided.

The POWER INSPECTOR™ Report lists the components and systems inspected by this company. Components not found in this report are considered beyond the scope of this inspection. Items found in "functional" or "satisfactory" condition are defined as capable of being used, although they may show wear and tear. Items needing repair and/or further evaluation are checked in the report where applicable. PLEASE READ THE ENTIRE REPORT FOR ALL ITEMS CHECKED. It should be noted that some items listed on this report only apply to specific regions of the country and may not be applicable in your area.

NOTE: This report contains technical information that may not be easily understandable to the lay person. THEREFORE, A VERBAL CONSULTATION WITH THE INSPECTOR IS ESSENTIAL. If you choose not to consult with the inspector, the inspection company cannot be held liable for your uninformed interpretation of the report's contents. If you were not present during the inspection please call the office for your verbal consultation.

The following "Legend" explains how repair or maintenance items are classified.

LEGEND READ CAREFULLY

Items followed by A, B, C, D, E, F, G, and H designate the following:

- A Health and Safety Item.** Recommend evaluation and repair as needed by a qualified licensed contractor or specialty tradesperson dealing with that specific component or system PRIOR TO CLOSE OF TRANSACTION.
- B Defect or Functional Concern.** Recommend evaluation and repair as needed by a qualified licensed contractor or specialty tradesperson dealing with that specific component or system PRIOR TO CLOSE OF TRANSACTION.
- C Routine Maintenance Item.** This work can be performed by a knowledgeable home owner or handyman.
- D Recommend Upgrade to Increase Safety or Improve Function.** Present condition may have been standard at time of installation but does not meet the latest building or safety standards. Upgrade is suggested but not required.
- E Recommend Evaluation by Structural and/or Geotechnical Engineer Prior to Close of Transaction.**
- F Recommend Evaluation by a Certified Asbestos Specialist.** An Asbestos Specialist should determine the presence of asbestos and make recommendations for remediation PRIOR TO CLOSE OF TRANSACTION.
- G Recommend Evaluation of the Entire Property by a Licensed Pest Control Operator Prior to Close of Transaction.** By law, only licensed pest control operators can determine the presence of wood destroying organisms.
- H Refer Condition to the Homeowner's Association Prior to Close of Transaction.** Such conditions are typically the responsibility of the Homeowner's Association and any comments regarding such conditions have been made as a courtesy only. This company will not be responsible for any communal components, systems, or areas.

I have read and understand the Legend to the Power Inspector™ Report.

Client's Initials _____

Representative / Agent's Initials _____

Client not present