

INSPECTION AGREEMENT

Existing Home

Page 1 of 2



John Doe (“Client”) is a prospective buyer of the single-family residential structure located at 987 A Boulevard, Histown, GA 30084 (the “Property”). Home Precepts, Inc. (“HPI”) is a firm that engages in the business of Home Inspections. Client and HPI (the “Parties”) hereby enter this agreement (the “Agreement”) pursuant to a Home Inspection of the Property.

The Parties agree as follows:

1. **Terminology:** Terminology used herein shall be governed by the following sources of definition, listed in order of precedence: 1) the Agreement, 2) The SoP (defined below), 3) the Georgia State Minimum Standard One and Two Family Dwelling Code and 4) common usage.
2. **Scope.** HPI agrees to perform a single visual, non-invasive inspection of readily accessible areas, systems, and equipment of the Property (“Home Inspection”). The purpose of the Home Inspection is to determine the general condition of the Property at the time of the inspection. Although the resultant Inspection Report may reference building codes and standards, the Home Inspection is not an inspection for compliance with local residential construction requirements.
3. **Standard.** The Home Inspection will be conducted in good faith and substantially follow the Georgia Association of Home Inspectors (“GAHI”) Standards of Practice (“SoP”). The SoP is a document developed and maintained by GAHI that establishes a uniform procedure for the performance of a professional home inspection. The SoP sets forth minimum requirements for conducting inspections and describing and reporting conditions observed. The SoP defines and clarifies terms, procedures, scope, conditions and limitations as they relate to a home inspection. A copy of the SoP has been provided to Client. CLIENT UNDERSTANDS THAT THE SoP EXCLUDES CERTAIN SYSTEMS AND CONDITIONS FROM INSPECTION AND THAT THEY ARE THEREFORE EXCLUDED FROM THIS HOME INSPECTION.
4. **Certification.** HPI agrees that its inspector performing the Home Inspection will be certified by the International Code Council (ICC) as a Residential Combination Inspector and that the certification will be current and active at the time of the Home Inspection. On request, HPI will provide Client with sufficient information whereby this certification can be validated.
5. **Report.** HPI further agrees to provide Client with a written document that expresses the opinion of HPI as to the conditions found in, at and on the Property as a result of the Home Inspection (the “Inspection Report”). The Inspection Report will NOT be a home warranty, guarantee, insurance policy or substitute for real estate disclosures which may be required by law. Client elects that the Inspection Report shall be delivered as indicated by one or more “X” marks in paragraphs 5a and 5b below:

- a. electronically and/or
- b. as a bound, hardcopy document in 1 copy.

The Inspection Report will be provided to Client in a timely manner after completion of the Home Inspection. The Inspection Report will be prepared exclusively for Client and will not be otherwise used by HPI without the written consent of Client. Client may copy the Inspection Report WITHOUT MODIFICATION and distribute it in whole or in part however HPI accepts no responsibility for the Inspection Report if used by third parties.

6. **Fee.** Client agrees to pay HPI in the amount of \$300.00 for the Home Inspection and the resultant Inspection Report (the “Inspection Fee”). The Inspection Fee is due on signature of this Agreement and the Home Inspection is contingent on full and satisfactory receipt of the Inspection Fee by HPI.
7. **Follow-up.** HPI will provide Client up to two hours phone consultation with regard to the content of the Inspection Report at no additional cost during the thirty (30) calendar days immediately following the Home Inspection.
8. **Limited Liability.** HPI will NOT be held responsible for any repairs, replacements, consequential damages or injuries. It is understood and agreed by Client that if, within one year from the date of this agreement, HPI or any of its agents or employees shall be found liable for any loss or damage resulting from the Home Inspection or this Agreement, or a failure to perform any part of the Home Inspection, including but not limited to negligence, gross negligence, breach of contract or otherwise, the liability of HPI shall be limited to an amount equal to the Inspection Fee actually received by HPI.

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Existing Home

Page 2 of 2

- 9. **Indemnity.** In the event any person, not a party to this agreement, shall make any claim or file any lawsuit against HPI for failure of its services hereunder in any respect, Client agrees to indemnify, defend and hold HPI harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys fees.
- 10. **Arbitration.** Any dispute concerning the interpretation of this agreement or arising from the Home Inspection and Inspection Report, except one for failure to pay the Inspection Fee, shall be resolved informally between the Parties or by arbitration conducted in accordance with the rules of a recognized arbitration association except that the Parties shall select an arbitrator who is familiar with the residential construction industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.
- 11. **Attorneys' Fees.** If a dispute arises out of this contract, or the services performed hereunder, the prevailing party shall be awarded all attorneys' fees and costs related to the resolution.
- 12. **Complete Agreement.** This writing includes the entire agreement between the Parties. This agreement can only be modified by a written amendment executed by the Parties subsequent to this Agreement. This agreement shall be binding upon the Parties and their respective heirs, legal representatives and successors in interest.
- 13. **Governing Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia. CLIENT AGREES THAT ANY LAWSUIT FOR THE COLLECTION OF FEES MAY BE FILED IN DEKALB COUNTY AND BY SIGNING BELOW HEREBY WAIVES ANY RIGHT TO BE SUED IN THE COUNTY IN WHICH CLIENT RESIDES SHOULD THAT BE OTHER THAN DEKALB COUNTY.
- 14. **Severability.** The Parties agree that should a Court of competent jurisdiction determine and declare that any portion of this contract is void, avoidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

Agreed, this 1st day of January, 2007.

HOME PRECEPTS, INC.

By (signature): _____

Name (printed): Ron Utterback

its: President / General Manager

Suite E / PMB337
3939 LaVista Road
Tucker, GA 30084
Tel: (678) 575 9280
Fax: (678) 623 0500

Client (signature)

Name (printed): John Doe

Address: 123 Some Street

City/State/Zip: Town, GA 30341

Tel: (770) 555-5555

Fax: _____

Email: johndoe@yahoo.com

If Representative: I am authorized to enter
into this Agreement on behalf of Client.

Signature: _____

Name (printed): _____