



## Pre-Inspection Agreement

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the Property at:\_\_\_\_\_ . The terms below govern this Agreement.

1. The fee for our inspection is \$\_\_\_\_\_, payable in full at least 3 days prior to the appointment.
2. We will perform a visual inspection of the home/building and provide you with a written report identifying the defects that we (1) observed and (2) deemed material. The report is only supplementary to the seller's disclosure.
3. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the State of South Carolina, and the International Association of Certified Home Inspectors ("InterNACHI") posted at [www.nachi.org/sop](http://www.nachi.org/sop). If your jurisdiction has adopted mandatory standards that differ from InterNACHI's SOP, we will perform the inspection in accordance with your jurisdiction's standards. You understand that InterNACHI's SOP contains limitations, exceptions, and exclusions. You understand that InterNACHI is not a party to this Agreement, has no control over us, and does not employ or supervise us.
4. Whether or not they are concealed or inaccessible, the following items and systems are not within the scope of the inspection service provided under this Agreement:
  - Engineering analysis of any kind including structural integrity, system design problems, functional adequacy, operational capacity, quality or suitability for a particular use.
  - Geological stability or ground condition of site.
  - Soils or soil contamination.
  - Scientific or specialized technician tests, readings or evaluations.
  - Fireplace draft.
  - Cosmetic items, including without limitation, paint, scratches, scrapes, dents, cracks, stains, or faded surfaces, flooring, wall coverings, carpeting, paneling, lawn and landscaping.
  - Condominium or co-op common areas or areas under the management of the condominium or co-op association.
  - Telephone, Intercom, antennae, lightning arrestors and cable TV cables.
  - Cisterns,
  - Fountains,
  - Low voltage lighting and electrical systems,
  - Electrostatic precipitators,
  - Electronic air cleaners or filter systems,
  - Free standing appliances such as Washers, Dryers, window air conditioning units, and other personal property,
  - Fencing,
  - Tennis courts, playground, or other recreational or leisure appliances or equipment.
  - Water volume or flow,
  - Water conditioning/softening systems,
  - Security system,
  - Central vacuum system,
  - Landscaping,
  - Irrigation systems,
  - Automatic gates, elevators, lifts, dumbwaiters,
  - Solar Heating Systems,
  - Inspector does not address conditions relating to animals, rodents, or other household pests or the damage caused thereby.
5. We do not turn on, ignite or inspect any utility service, major system, item or component that is shut down or not connected to a functioning system at the time of the inspection. All utility services and major systems must be turned on to perform the inspection. Therefore, the Client agrees not to hold Inspector and Reality Check Home Inspections responsible for future failure and repair, or for the non-discovery of any patent or latent defects in material, workmanship, or other conditions of the property which may occur or become evident after the inspection date, nor for any alleged non-disclosure of conditions that are the express responsibility of the seller of the property. The Client agrees to assume all the risk for conditions, which are concealed from view or inaccessible to the Inspector at the time of the inspection.



6. Unless you have paid an additional fee and the specific item is noted and initialed by you and the inspector in this Agreement, the following items are also excluded under this agreement and not within the scope of the inspection:

- Septic system,
- Wells or well pump,
- Water Quality,
- Swimming pools, saunas, hot tubs, spas/whirlpools, jet tubs or attached equipment,
- Mold/mildew/fungus or spores thereof or conditions related to mold, mildew or fungus.
- Detached buildings or Equipment,
- Environmental hazards including, but not limited to, Asbestos, Radon, Lead and Lead based paint, formaldehyde, Electro-magnetic fields (EMF's), microwaves,
- Wood destroying organisms including concealed but not limited to, Termites, Carpenter Ants, Wood boring beetles, and fungal rot.

Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent inspection.

7. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

8. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that this liquidated damages is not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee.

9. The Inspector will promptly disclose to the client any interest in a business which may affect the client. The Inspector will not allow an interest in any business to affect the quality or results of the inspection work, which the inspector may be called upon to perform. The Inspector may not perform any work or improvement to a residence upon which the Inspector performed a home inspection within the previous 12 months.

10. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

11. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. You agree that the exclusive venue for any legal action against InterNACHI itself, allegedly arising out of this Agreement or our membership in InterNACHI, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with 30 days' written notice of the nature of the claim in sufficient detail and with sufficient supporting documents that InterNACHI can evaluate it. In any action against us or InterNACHI, you waive trial by jury.

12. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.



13. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.
14. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.
15. You may not assign this Agreement.
16. **HOLD HARMLESS AGREEMENT:** CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.
17. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.
18. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.
19. **If you would like a large print version of this Agreement before signing it, you may request one by emailing us.**

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
(Date)