

\$ _____ Basic Visual Home Inspection and Written Report
\$ _____ Indoor Air Quality Sampling (Additional Forms) *
\$ _____ Bio-Growth/Mold Contact Sampling (Additional Forms) **
\$ _____ Radon Testing***
\$ _____ Other _____

\$ _____ Total Fee due at Inspection

Property Address: _____.

THIS AGREEMENT made this _____ day of _____, 20____, by and between **Nolan Swanson Inspections, LLC** (Hereinafter “**INSPECTOR**”) and the undersigned (hereinafter “**CLIENT**”), collectively referred to herein as “the parties.” The Parties Understand and Voluntarily Agree as follows:

1. **INSPECTOR agrees** to perform a **visual inspection** of the home/building and to provide **CLIENT** with a written inspection report (electronically delivered) **identifying** the issues that **INSPECTOR** both observed visually and deemed material (to the point of effecting function.). **INSPECTOR** may offer comments of his opinion as a courtesy, but these opinions/comments should be considered incomplete and subject to change until the Inspector has considered the data gathered “on site” and the bargained-for written report has been delivered. **INSPECTOR** is in no way obligated to give his opinion of the cause, effects or cures of the issues identified. The **CLIENT** acknowledges that a “Full Understanding” of the issues identified will take further evaluation by themselves and/or qualified contactors/professionals. The report is only supplementary to the seller’s disclosure. Future requests for a copy of the report may or may not be available. After 14 days, a \$45.00 administrative/research fee will be payable in advance for requested copy availability research and/or delivery. Data gathered “on site” is the property of Nolan Swanson Inspections, LLC.
2. Unless otherwise inconsistent with this Agreement or not possible, **INSPECTOR** agrees to perform the inspection in accordance to the Standards of Practice of the National Association of Certified Home Inspectors posted at www.nolanswansoninspections.com. **CLIENT** understands that these standards contain certain **limitations, exceptions, and exclusions**. **CLIENT** understands the home inspection **will not reveal every problem that exists or ever could exist**, but only those material defects observed and/or manifest on the **day of** the inspection. **CLIENT** understands intermittent issues may not appear the **day of** inspection and subsequently may not be reported. (Example: Water/moisture intrusion issues that are not manifest **day of** inspection.).
3. The inspection and report are performed and prepared for the use of **CLIENT**, who gives **INSPECTOR** permission to discuss issues/observations with real estate agents, owners, repairpersons, and other interested parties. Data gathered “on site” is the property of Nolan Swanson Inspections, LLC. **INSPECTOR** accepts no responsibility for use or misinterpretation by third parties. **INSPECTOR’S** inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement. **INSPECTOR assumes no liability** for the cost of repair or replacement of unreported issues, defects or deficiencies either current or arising in the future. **CLIENT** acknowledges that the liability of **INSPECTOR**, its agents, employees, 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 in an amount equal to the fee paid to the **INSPECTOR**, and this liability shall be exclusive. **CLIENT** 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 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 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.

4. INSPECTOR holds a TN Home Inspection License (#045) and **does not perform** engineering, architectural, contracting, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place. The following Terms of Service for Air/Bio-Growth/Radon sampling/Etc. will be added or apply when a "\$Dollar Amount" is entered on corresponding line(s) of the Work Order/Contract. Note; With regards to "Sampling", the Inspector is acting as a "Sample Tech" and "Courier". **Inspector is not responsible for the interpretation of Lab findings.** Because conditions conducive to Bio-Growth in a building can vary greatly over time, the lab results can only be relied upon as "one part" of an overall analysis, on "The Day Of" the Inspection..

* **Air Quality Sampling:** The Inspector agrees to take an Indoor and Outdoor sample. Lab results will be delivered to the Client electronically. Sampling may not yield evidence of inactive or slightly active Bio-Growth and cannot predict future Bio-Growth. High Outside spore levels can affect Lab conclusions.

** **Bio-Growth Contact Sampling.** The Inspector agrees to take "Contact" sample. Lab results will be delivered electronically to the Client.

*** **Radon Sampling.** The Inspector agrees to test for Radon (48 hour test inside the Home).

5. . In the event of any claim(s) including refund and/or complaints against INSPECTOR, CLIENT agrees to "right of discovery" and will supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

6. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

7. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. **Payment of the fee to INSPECTOR is due upon completion of the on-site inspection.** The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

10. **Arbitration Clause:** Any dispute, controversy, interpretation or claim including claims 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, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to the final and binding arbitration "**under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc.**". The decision of the Arbitrator appointed there under shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. Rev 02-7-04

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Nolan Swanson

Client