



**THI, The Home Inspector, LLC
Inspection Authorization and Agreement /
Scope and Purpose / Limitations and Exclusions**

Today's Date:

Client Name: Property Address:

Inspections Date: Inspection Time:

1. The Customer(s) hereby authorizes and contracts for THI, The Home Inspector to conduct a building inspection on the subject named inspection site property. Legal access to the entire property will be provided to THI, The Home Inspector for the purposes of conducting a limited visual inspection in accordance with the terms and conditions of this Inspection Authorization and Agreement. The Customer(s) agrees to the terms and conditions in the Inspection Authorization and Agreement.

2. The inspection report and its contents are intended for the exclusive use of, and are the non-transferable property of THI, The Home Inspector and the Customer(s).

3. The customer's signature below acknowledges that he/she has read, understands, and accepts the terms, conditions, and limitations as outlined in this THI, The Home Inspector Inspection Authorization and Agreement / Scope and Purpose / Limitations and Exclusions of this inspection. Any acceptance or use of this Inspection Report shall constitute acceptance of all of the terms and conditions as listed below. THI, The Home Inspector reserves the right to supplement any report with an addendum within (3) three business days of the inspection date.

4. The Customer(s) agrees to pay THI, The Home Inspector the fee of: () at the time of the inspection. THI, The Home Inspector reserves the right to "not" release its Inspection Report without payment in full.

Scope and Purpose / Limitations and Exclusions

5. The Scope and Purpose of this inspection is to perform a primarily visual, non-destructive, and nontechnical evaluation (using normal operating controls where appropriate) of the applicable SAFELY and READILY accessible portions, as set forth in the appropriate State for which the inspection was performed, (State of Tennessee Standards of Practice) and/or (Georgia Trade Practice Act - Chapter 3, Title 8), of the structural, heating, cooling, plumbing, roofing, electrical and permanently installed and attached kitchen appliance systems and components of the subject named inspection property specified in this Inspection Authorization and Agreement and the inspection report for conditions which are adversely affecting their normally intended function or operation within the limits set forth in this Inspection Authorization and Agreement and the inspection report. Only the visible and safely and readily accessible portions of the items and components specified in the inspection report shall be inspected. THE INSPECTOR IS NOT EXPECTED OR REQUIRED TO MOVE OR REMOVE ANY PERSONAL PROPERTY FROM OR AT THE SUBJECT PROPERTY IN ORDER TO CONDUCT THE INSPECTION. No other systems, items or appliances, are included in this inspection. The inspection performed by THI, The Home Inspector is supplemental to any real estate transfer or seller's disclose statement and shall not be used as a substitute for such disclosure statements or for a pre-closing walk through.

6. Specifically excluded is the performance of any inspection of any systems, component or items not specifically included in this Inspection Authorization and Agreement, in the Inspection Report, and in accordance with the State of Tennessee Standards of Practice and/or Georgia Trade Practice Act -

Chapter 3, Title 8 including but not limited to the following: any systems that are shut down or inactive; thermal imaging, thermal efficiency or energy audits; any information pertaining to consumer protection bulletins, or notifications, manufacturers' recalls of any component or equipment or "class action" litigation or settlements against contractors or manufacturers; any detached buildings or structures (other than garage or carport), low-voltage systems, swimming pools, saunas, spa (hot tub), or hydro massage systems; recreational equipment; electrostatic precipitators or electronic air filters or cleaners; septic systems, any component or system which is underground, private water systems or equipment, wells and well pumps, cisterns, ponds, fountains, water quality or volume, water conditioning systems; household appliances; elevators, lifts, dumbwaiters; pneumatic equipment and systems; audio and video systems; central vacuum systems; fencing or yard walls or gates, landscaping, landscape or other irrigation systems; active and passive solar space or water heating systems, photovoltaic systems; the function or accuracy of electrical, fuel gas, or water metering devices; electrical system demand control devices; soils, security systems, fire, smoke, treated lumber, fuel, moisture, radon, or any other detection, warning, alarm, or suppression systems; window and door screening, awnings; retaining walls (except with respect to their effect on buildings included in the inspection). Also specifically excluded is any examination or inspection for the presence or absence of, or any sampling, testing or analysis of any suspected harmful, dangerous, or toxic substances or materials or environmental hazards including, but not limited to: Lead-based paint, Radon or other gases except those gases typically used as fuel for home heating and domestic water heating systems, Asbestos, Cockroaches, Rodents, Pesticides, Treated lumber, Fungus, Mold, Mercury, Carbon monoxide or other similar environmental hazards, any bio-aerosols, bacteria, or other non-biological airborne particulates or in situ materials; waterborne, airborne, or soil borne materials or contaminants; volatile organic materials, petroleum products or petrochemicals; radioactive materials, non-ionizing electromagnetic radiation; or plant, animal, or insect secretions or excretions; and any inspection for the presence or absence of any fauna including, but not limited to, rodents, reptiles, vermin, cockroaches, insects and/or any other pests. The inspection and inspection report also does not address subterranean systems or system components (operational or non-operational), including but not limited to: Sewage disposal, Water supply or Fuel storage or delivery. The inspection will not include any area that has access or clearance less than thirty inches in any direction, or is not safely accessible from a twelve foot ladder. In the event that the Inspection Report or oral statements made by the Inspector supply any information (**Property name and address**) about any of the foregoing, this information shall be deemed to be informational only and supplied as a courtesy to the Customer(s), and shall not be deemed to be an amendment to or waiver of the foregoing exclusions.

7. This inspection is not technically exhaustive. No engineering tests will be made. Excluded is the performance of any inspection to determine or calculate the strength, adequacy, or efficiency of any system or component or any effect of any condition on the value, desirability, or safety of the subject property or of any system or component at the subject property. No examination will be made to determine compliance with any governmental ordinance, regulation, acts, protocols, or codes. The Inspection Report is not to be considered an implied or express warranty or insurance on the subject inspected property or its components concerning future use, safety, operability, habitability, or suitability. The sole purpose of the inspection is for the Customer(s) to be informed of as many conditions as possible within the brief period of time allotted for the inspection and the limited access to the subject named property which is made available by the current owner. The Customer(s) has no expectation of being notified of all conditions, and waives any claim to conditions which are not reported. THI, The Home Inspector is not responsible for any condition affecting any system or component which occurs subsequent to the inspection or is intermittent and/or otherwise not detectable for any reason during the inspection.

8. The Customer(s) acknowledges that THI, The Home Inspector warrants that its inspection services will be performed in accordance with the Scope and Purpose of this Inspection Authorization and Agreement and the inspection report only. This is a limited and non-transferable warranty and is the only warranty that is given or made by THI, The Home Inspector and the Customer(s) receives no other warranty, express or implied. All other warranties including warranties of merchantability and fitness for particular purpose are expressly excluded. This stated express warranty is in lieu of all liabilities or obligations of THI, The Home Inspector for damages arising out of or in connection with the performance of the inspection and delivery and use of and reliance on the inspection report. THI, The Home Inspector does not guarantee that the structure inspected will be free from faults or defects. The Customer(s) waives any claim for

consequential, exemplary, or incidental damages, even if the Customer(s) has been advised of the possibility of such damages.

9. In the event of a breach or failure of the foregoing warranty, the Customer(s) agrees that the liability of THI, The Home Inspector, and for its agents, employees and Inspectors, for claims or damages, cost of defense and suit, attorney's fees or expenses and payments arising out of or in any way connected with errors or omissions in the inspection or the Inspection report shall be limited to liquidated damages in an amount equal to all amounts paid for the Inspection to THI, The Home Inspector by the Customer(s). The Customer(s) acknowledges the liquidated damages are not intended as a penalty but are intended to: (1) reflect the fact that actual damages may be difficult and impractical to ascertain; (2) to allocate risk among THI, The Home Inspector and the Customer(s); and (3) to enable THI, The Home Inspector to perform the inspection at the stated inspection fee. In the event of the tender by THI, The Home Inspector of a refund of the inspection fee, such refund shall be full and final settlement of all present and future claims and causes of action and THI, The Home Inspector shall be thereupon generally and fully released.

10. The Customer(s) hereby expressly waives any cause of action against the inspector personally, excluding solely willful misconduct, and agrees to look solely to THI, The Home Inspector for any and all liability related to the inspection including the negligence of the inspector. The Customer(s) hereby agrees to indemnify the inspector personally for any and all causes of action, including costs of defense and attorneys' fees, related to or arising from any claim brought against the inspector.

11. In the event the Customer(s) has a claim of a breach or failure of warranty, or for negligent inspection of any component or item in the inspection, the Customer(s) shall notify THI, The Home Inspector by certified mail/return receipt requested within seven (7) days of discovery of the condition which forms the basis of the claim and THI, The Home Inspector shall have five (5) working days to re-inspect the **Property Name and address** component or item before the Customer(s) repairs or replaces the component or item. This right of reinspection is to protect THI, The Home Inspector and the Customer(s) from the business practices of some contractors who base their recommendations to repair or replace components on incorrect, false, or misleading information. IF THE CUSTOMER(S) FAILS TO COMPLY WITH THE NOTIFICATION AND RIGHT OF Homeland Home Inspectors TO RE-INSPECT REQUIREMENTS AS OUTLINED ABOVE IN THIS PARAGRAPH, THE CUSTOMER(S) WAIVES ANY CLAIM AGAINST THI, The Home Inspector WITH RESPECT TO THE COMPONENT OR ITEM.

12. In the event any dispute arises regarding this Inspection Authorization and Agreement or the contents of the Inspection Report it is agreed that all parties shall attempt, in good faith, to settle such disputes between themselves. In the event such attempts fail to resolve such disputes prior to filing any legal action by the Customer(s), the Customer(s) shall submit to THI, The Home Inspector written notification of the dispute and the Customer(s) intent to file a legal action, and THI, The Home Inspector shall have thirty (30) days to submit to binding arbitration under the Construction Industry Rules of the American Arbitration Association. The parties submitting the dispute, controversy, or claim shall appoint an arbitrator by mutual agreement arbitrator and this arbitrator should have knowledge of the Home Inspection Industry and who will follow substantive rules of law. Each party further agrees to pay its own arbitration costs. Any decision of the arbitrator appointed there under shall be final and binding and judgment of the award may be entered into any court of competent jurisdiction.

13. No action, whether in contract or tort, shall be brought again THI, The Home Inspector in arbitration or a court of law beyond the earlier of one year following the date of the Inspection Report or 120 days after discovery by the Customer(s) of the condition that forms the basis of the action. If a claim is made against THI, The Home Inspector for any alleged error omission or other act arising out of the performance of this inspection, whether in court or in arbitration, and if Customer(s) fails to prove such claim, the Customer(s) agrees to pay all costs and attorney's fees incurred by THI, The Home Inspector and its employees, agents, inspectors, directors, shareholders, successors and assigns.

14. This Inspection Report is not intended for use by anyone other than the Customer(s). No third party shall have any right arising from this Inspection Authorization and Agreement or the Inspection Report. In consideration of the furnishing of the Inspection Report, the Customer(s) agrees to indemnify and hold harmless THI, The Home Inspector, its

agents, employees, inspectors, directors, officers, shareholders, successors and assigns, for all costs, expenses, legal fees, awards, settlements, judgments, and any other payments of any kind whatsoever incurred and arising out of a law suit, cross-complaint, counter suit, arbitration, administrative proceeding, or any other legal proceeding brought by any third party who claims that he/she relied on representations made in such Inspection Report and was damaged thereby. Customer's request that THI, The Home Inspector release copies of the Inspection Report shall be at the Customer's own risk with respect to the contents of this paragraph.

15. The presence of Customer(s) has been requested during the inspection. If Customer(s) is not present at the time of the inspection or for any other reason is unable to sign this Contract at the time of inspection, acceptance of the Inspection Report shall constitute acceptance of the terms and conditions of the Contract as if signed by Customer(s). Acceptance of the inspection report by any party shall constitute acceptance of the terms and conditions of this Inspection Authorization and Agreement as if signed by that party and shall constitute authorization to any person signing as Customer to act as an agent in agreeing to the terms and conditions. This Inspection Authorization and Agreement is binding on the Customer(s), heirs, distributees, guardians, legal representative, successors and assigns.

16. THI, The Home Inspector reserves the right to supplement any report with an addendum within (3) three business days of the inspection date. If THI, The Home Inspector exercises this right to modify the written report within the time specified above, THI, The Home Inspector shall provide telephone, fax or e-mail notification of the need for such addendum to the Customer(s) or Customer(s) authorized agent and the Customer(s) agrees that the Inspection Report is not complete until receipt of the written addendum. Any such written addendum shall be mailed, e-mailed, faxed to the customers(s) or made available for pickup by the Customer(s) within three (3) working days of the date of the Inspection Report.

17. It is the responsibility of the customer(s) to make the subject named property and its components accessible for this inspection. THI, The Home Inspector is not authorized to turn on gas mains or valves, water mains or valves, activate electrical power or pilot lights, nor move items in order to gain access to an area or component. Except for the removal of electrical service panels (where possible without damage to property), furnace and water heater inspection panels, inspectors will not remove panels, or disassemble any item for access to a component which is contained by fasteners that require tools for entry. Areas containing standing water or mud are considered inaccessible. Decisions relating to safety are at the inspector's discretion, but they are specifically prohibited from climbing on roofs during high winds, roofs that are slippery or high pitched or entering areas in which potentially dangerous pets are contained.

18. Additional trips for re-inspection, or to perform or complete an inspection, for reasons beyond the control of Homeland Home Inspectors, (e.g. inaccessibility of the items normal to the inspection, inactive utilities, or an inability to gain access to the Subject named property), will be performed at an additional fee plus an applicable trip charge.

19. The Inspection Report, any addenda, along with the Inspection Authorization and Agreement / Scope and Purpose / Limitations and Exclusions collectively constitute this Service Agreement. In the event any provision is held to be unenforceable, it shall be severed from this Inspection Authorization and Agreement and the remaining provisions shall be fully enforced.

20. The Customer(s) agrees that THI, The Home Inspector is not party to any contracts, negotiations, or agreements between the Customer(s) and any third parties including, but not limited to: sellers, lessors, lenders, appraisers, insurers, or real estate agents. The Customer(s) that THI, The Home Inspector, its agents, employees, and inspectors cannot and will not provide any advice or direction pertaining to the use of any information contained in the Inspection Report with regard to any such contracts, negotiations, or agreements. The Customer(s) also agrees that any decisions regarding consulting with any representatives or other parties are solely the responsibility of the customer(s) and to indemnify and hold harmless THI, The Home Inspector, its agents, employees, inspectors, directors, officers, shareholders, successors and assigns with regard to the Customer(s) decisions pertaining to the use of any of the information contained in the Inspection Report.

21. THI, The Home Inspector and/or its representatives reserve the right to terminate the inspection on site and to return the inspection fee (if paid prior to the inspection), in its discretion, for any reason or for no reason, and at any time prior to the delivery of the Inspection Report. Such termination and refund (if applicable) shall terminate all contractual relationships between THI, The Home Inspector and the Customer(s) with regard to the Inspection and the Customer(s) agrees that THI, The Home Inspector owes no duty whatsoever the Customer(s) and the Customer(s) will not use or rely on any information obtained during the course of the inspection.

22. To reduce the potential for distracting the inspector and interruption of the inspection process, video and/or audio recording of the inspection are expressly prohibited in any manner whatsoever without prior written permission from THI, The Home Inspector.

23. Your inspector has an affiliation with Residential Warranty Services (RWS), a third party service provider, in order to offer you additional value-added services including a complimentary RecallChek to help determine if the inspected property has any potentially dangerous recalled appliances, as well as a complimentary Home Warranty. By entering into this agreement you (a) authorize your inspector to provide your contact information (including telephone number) to RWS and/or its affiliate, (b) waive and release any restrictions that may prevent RWS and/or its affiliate from contacting you (including by telephone using automated dialing technology), and (c) authorize RWS and/or its affiliate to contact you regarding home services.

24. If the terms and conditions of this "Inspection Authorization and Agreement / Scope and Purpose / Limitations and Exclusions" are not acceptable to the Customer(s), the Customer(s) agrees to notify THI, The Home Inspector or THI, The Home Inspector representatives and the inspection shall be cancelled, no fee charged, and the Customer(s) shall be free to seek inspection services elsewhere.

(Inspector's Signature)

Mel Edwards / TN LIC # 1727

(Date)

(Customer's Signature)

(Date)