

BG Home Inspection, LLC

PO Box 972
Corydon, IN. 47112
PH: (812) 225-0110
Fax: (812) 738-7252

THIS AGREEMENT LIMITS OUR LIABILITY ----- PLEASE READ CAREFULLY

1. I (client) request a limited visual inspection of the residential structure identified on page 2 of this agreement by the listed inspector of the above company, here in after collectively referred as the "Company" and Client hereby represents and warrants that all approvals necessary have been secured for company's entrance onto the property.
2. Client warrants: 1, they will read the entire inspection report when received and promptly call the Company with any question they may have. 2, they have read the following agreement carefully. 3, they understand they are bound by all the terms of the contract.
3. Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. Client agrees to indemnify, defend and hold harmless the Company from any third party claims relating to this inspection or inspection report.
4. Company agrees to perform a limited visual inspection of the residential structure identified on page 2 and to provide Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies, as they exist at the time of inspection. The inspection will be performed in a manner consistent with the Standards of Practice set by the American Society of Home Inspectors.
5. The inspection only includes those systems and components expressly identified in the inspection report. Any areas which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or any other thing, or those areas/items which have been excluded by the agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions, which are concealed from view at the time of the inspection, or exists in any area excluded from inspection by the terms of this agreement. Maintenance and other items may be discussed but will not form a part of the inspection report. The following areas/items, systems and components are among those not included in the inspection:
 - Building code or zoning ordinance violations.
 - Geological stability or soils condition.
 - Structural stability or engineering analysis.
- Termites, pests or other wood destroying organisms.
- Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards.
- Building value appraisal or cost estimates.
- Condition of detached buildings.
- Pools or spas bodies and underground piping.
- Specific components noted as being excluded on the individual system inspection forms.
- Private water or private sewage systems.
- Saunas, steam baths, or fixtures and equipment.
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls.
- Water softener/ purifier systems or solar heating systems.
- Furnace heat exchangers, freestanding appliances, security alarms or personal property.
- Adequacy or efficiency of any system or component.
- Prediction of life expectancy of any item.
- (If inspection is desired of any of the areas/items, systems of components listed above, then client shall contract the appropriate professionals. Some of the above items may be included in this inspection for additional fees-check with your inspector)
6. This is not a home warranty, guarantee, insurance policy or **substitute for real estate transfer disclosures** which may be required by law.
7. Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, Client must do so at Client's expense.
8. The written report to be prepared by Company shall be considered the final exclusive findings of the Company of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the issuance of the written report. Client further understands and agrees Company reserves the right to modify the inspection report for a period of time that shall not exceed forty eight (48) hours after the inspection report has been delivered to the client.
9. Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the subject property, as limited herein above, shall be made in writing and reported to the Inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed

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discrepancy prior to a re-inspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the Inspection report. Client agrees to indemnify, defend, and hold Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

10. The inspection report to be prepared for client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client and Inspector

11. The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorneys' fees, arbitrator fees and other costs.
 12. Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

Arbitration: Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, 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 home inspection 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.

I have read and understand and agree to the above Arbitration Clause: Client(s) Init _____

Limitation on Liability

Inspector's Liability for mistakes or omissions in this inspection report is limited to a refund of the fee paid for the inspection and report. The liability of inspector's principals, agents, and employees is also limited to the fee paid. This limitation applies to anyone who is damaged and has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability limitation is binding on client and client's spouse, heirs, principals, assigns and anyone else who may otherwise claim through client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims, which may ever arise from this inspection.

I have read and understand and agree to the above Limitations on Liability: Client(s) Init _____

Address and Date to be Inspected: _____ Date _____
 Number/Street: _____
 City: _____ State: ____ Zip Code: _____
 County: _____

FEE for LIMITED LIABILITY INSPECTION \$ _____
 _____ FEE \$ _____
 TOTAL INSPECTION FEE \$ _____

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE SCOPE OF THE INSPECTION AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT. YOU ALSO AGREE TO PAY THE FEES LISTED ABOVE.

CLIENT: _____ **DATED** _____

CLIENT: _____ **DATED** _____

INSPECTOR: _____ **DATED** _____