



P.O. Box 416
Munford, TN 38058
901. 584.0792

Client Name: _____

Address: _____

City, ST, Zip: _____

Residential Pre-Inspection Agreement (PLEASE READ CAREFULLY)

THIS AGREEMENT made this ____ day of _____, by and between N-Sight Home Inspection LLC (hereinafter "N-Sight") and the undersigned (hereinafter "Client"), collectively referred to here as "the parties." This agreement pertains to our inspection of the property at: _____. The Parties Understand and Voluntarily Agree as follows:

The fee for our inspection is \$ _____, payable in full at the time of the appointment.

The inspection and report will be performed in accordance with the Standards of Practice promulgated by the Commissioner of Commerce and Insurance, State of Tennessee and prepared for the sole, confidential and exclusive use and possession of the Client, unless specific permission is given below. N-Sight accepts no responsibility for use or misinterpretation by third parties.

SCOPE OF INSPECTION The purpose of the inspection is to report the general condition of the home and identify and disclose major defects and deficiencies of the inspected systems and components which existed at the time of the inspection and which are evident to the inspector upon ordinary visual observation. Minor and cosmetic defects may be listed in the report for maintenance purposes but it is not the intent, nor will the inspection report identify and list all minor and cosmetic defects.

The inspection is intended to evaluate systems and components of the primary premises. Included with the inspection is the evaluation of primary attached garages/carports/decks/porches/patios. The inspection does not include evaluation of detached garages/carports/patios/decks or other structures unless explicitly specified.

The client is encouraged to accompany the inspector during the inspection. Client participation shall be at the client's risk for personal injury or damage to person or property for any reason or from any cause. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the client(s). The inspection report is not transferable. Systems and components to be inspected include: exposed and visible foundations and structures, exteriors, roofing, plumbing, electrical, attic, interiors, bathrooms and kitchen, basement and crawlspaces, heating and central air conditioning, and garage or carport.

LIMITS OF THE INSPECTION The inspection is limited to the readily accessible and visible systems, equipment and components of the home. The inspector will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions. The inspection will not include destructive testing of any kind.

Ini. ____

GENERAL EXCLUSIONS The following conditions are NOT within the scope of the inspection: 1) Water or air quality 2) Presence of toxic or carcinogenic matter emitted from the ground, building materials, in water or air supply or from the operation of any equipment. 3) Items that are obstructed, inaccessible or not in plain view. 4) Mold or mold type. 5) Animal or insect infestations.

Ini. ____ Examples of the conditions excluded above include the presence or absence of environmental hazards, asbestos, lead paint, lead pipes, lead solder, radon, mercury, pesticides, toxic wastes, polluted water, mold, or termite/pest infestation. It is the responsibility of the client to conduct further inspection by qualified consultants to disclose the presence of these contaminants and the means of remediation.

You acknowledge and agree that this Inspection and the inspection report and findings are limited in nature and scope, and that the following are outside the scope of the inspection, therefore they cannot be accurately assessed by the inspector during a limited inspection: appliances, Ancillary electrical systems (including: TV cable systems and antennas, intercom systems, lightning protection systems, playground equipment, swimming pools, hot tubs/spas, free standing heating stoves, humidifiers, air purifiers, solar systems, water softeners and filters, wells, septic systems, latent defects, adequacy of system designs, zoning or building code compliance, heating cables, fire escapes, elevator components and shafts, air-quality analysis, concealed wiring, door opening and doorbell systems, fire alarm systems, security systems, telephone systems). Basic operational testing of built-in kitchen appliances is performed (dishwasher/oven/range/microwave/garbage disposal). No determination beyond basic operation is made regarding the performance or service life of appliances.

THE INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY that the items inspected are defect-free, or that concealed defects do not or will not exist. Problems may exist even though signs of such may not be present during the inspection. No representation is made as to how long any equipment will continue to function.

TERMS AND CONDITIONS:

A. The Client recognizes that this report is solely for the benefit of the Client and that any person or party designated by the Client to receive information in this report shall be subject to the TERMS AND CONDITIONS contained herein. Such designation shall be provided in writing to the inspector. The Client gives permission for N-Sight to discuss our observations with real estate agents, owners, repair persons, or other interested parties.

B. The client agrees that any claim arising in connection with this agreement shall be made in writing to the Company at the address above by certified mail, return receipt requested within 10 days after discovering any problem.

C. The client agrees to allow the inspection company to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the inspection company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims client may have against the Company.

D. The Client agrees that, to the extent allowed by law, any damages or breach of this contract or report are limited to the amount of the inspection fee only. Furthermore, the Client agrees to pay all attorney fees should the Client pursue a civil action against the Company, and fail to prevail.

E. The Client agrees that this agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties and supported by valid consideration.

F. If there is more than one Client, you are signing in behalf of all of them, and you represent that you are authorized to do so.

LIMITATION OF LIABILITY:

It is understood and agreed that the Company, N-Sight Home Inspection LLC, is not an insurer and that the inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The Client hereby releases and exempts the Company and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature.

ACKNOWLEDGEMENT: I, the undersigned, have carefully read the preceding Inspection Agreement and Description and fully understand and agree with the limitations, exclusions and terms described.

Client Signature: _____ Date _____

Client's Name (Printed): _____

For N-Sight Home Inspection LLC: _____ TN Lic # 1501

Inspection Date: _____