

ACCU-RITE HOME INSPECTIONS, INC. AGREEMENT

269 Antebellum Lane, Mt. Juliet, TN 37122

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**THIS AGREEMENT IS SUBJECT TO ARBITRATION IN THE CASE OF DEFAULT OR BREACH
HEREUNDER, PURSUANT TO THE TENNESSEE UNIFORM ARBITRATION ACT.**

The address of the property is: _____

Fee for the home inspection is: \$ _____

AGREEMENT made this _____ day of _____, 20_____, by and between Richard C Grinstead II (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 identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
2. Unless otherwise inconsistent with this AGREEMENT or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of TN and the International Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. Also exclude: structural, radon, geological soil, wave action or hydrological stability, soil and earth measurements and stability, survey, engineer analysis, architectural, latent and concealed defects, seismic safety, code and zoning, under ground utilities, flood plain certification, recalls, and noise, lead, permit research, mold and mildew, formaldehyde, flood plain certification, asbestos, Chinese drywall, tainted drywall and materials, sheetrock, plasterboard, gypsum board, wall board, drywall or any substantially similar material and other substance not visually detectable.
3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. 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 or merchantability and fitness for a particular purpose, are expressly excluded by this AGREEMENT.
4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported 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 inclusive. 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.
5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the INSPECTOR holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those with the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing or noted here: _____.
6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 10 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.
- 6a. In the event that the client repairs, or replaces the alleged deficiency, before the company is given reasonable opportunity to inspect the defect, the client shall be deemed to have waived any claim against the company.

7. 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 to INSPECTOR for his defending said claims.
8. 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 (less any deposit noted above) 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. CLIENT agrees that INSPECTOR'S liability for the negligent performance of any of its obligations under this agreement shall be limited to the return of the fee paid by CLIENT or a dollar amount agreed to by both CLIENT and INSPECTOR prior to the signing of this agreement.
11. Payment is due on the day of the on-site inspection, unless prior arrangements are made. Fees billed to a closing attorney are **NOT** contingent on closing and are due immediately if CLIENT does not purchase/sell property. CLIENT agrees to pay all legal expenses incurred in collecting payments.
12. **INITIALS: _____ FOR CONDOMINIUMS, TOWNHOUSES, & SUBDIVISIONS WITH COMMON AREAS.** Common areas (e.g., walls, foundation, roof, garage, laundry, etc.), shared by more than one unit, common mechanical systems (e.g., water heater, plumbing, etc.) used by more than one unit and areas typically under the jurisdiction of the homeowners' association (e.g., exterior grounds, exterior structure, and exterior systems) will not be inspected.
13. This AGREEMENT represents the entire agreement between INSPECTOR AND CLIENT. INSPECTOR is not responsible for the repair, replacement or alteration of anything within or upon the inspected property.

THE PROVISIONS OF THIS AGREEMENT ARE UNDERSTOOD AND AGREED TO AND CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE CLIENT HAS READ THE FOREGOING AGREEMENT.

Client or Representative: _____ Date: _____
 One signature binds spouses, et als, etc.

I, _____ (Initial), the CLIENT, grant permission for a third party representative named: _____
 to obtain a copy of my inspection report. Name of third party: _____
 Phone Number of third party: _____

INSPECTOR: RICHARD C. GRINSTEAD II

PLEASE FAX TO: 615-758-3820