

Date of Inspection: _____ House Faces: _____ Weather: _____

Time of Inspection: _____ Estimated Age: _____ Temperature: _____

TM PROPERTY INSPECTIONS LLC INSPECTION AGREEMENT

(Please Read Carefully)

THIS AGREEMENT is made this _____ day of _____, 20____, between TM PROPERTY INSPECTIONS LLC, located at 3918 N. Rushwood Ct., Wichita, Kansas 67226 and

1. Address of House to Be Inspected. The house to be inspected is located at:

Address: _____

City: _____ State: KANSAS Zip: _____

2. Services To Be Performed. COMPANY agrees to perform the following services for CLIENT (Check All That Apply):

a. _____ Home Inspection. A limited visual inspection and prepare a written report of the readily accessible installed systems and components of the Premises (the house and one attached or detached garage) existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. Sheds, outbuildings, and other accessory structures are excluded. Installed components included in the inspection are structural system/foundation, exterior, roof system, plumbing system, electrical system, heating system, cooling system (weather permitting), interior, insulation and ventilation, fireplaces and solid fuel burning appliances (if present).

b. _____ Other Inspection. (If checked, must attach Other Inspection Rider to be effective).

CLIENT acknowledges that his/her presence at the inspection has been requested. CLIENT acknowledges that he/she has been advised of the time and date of the inspection.

3. Inspection Fee. CLIENT agrees to pay TM PROPERTY INSPECTIONS LLC an inspection fee in the amount of:

Home Inspection: \$ _____

Other Inspection: \$ _____

Total Fee: \$ _____

PAID BY:

_____ CHECK _____ CASH _____ CARD

The fee for the inspection is due upon completion of the physical inspection. A \$50.00 fee will be applied to all returned checks and to any invoice outstanding 30 days or more from the time of the inspection. Any follow-up visit to the inspected Premises shall be a minimum charge of \$100.00 due at the time of re-inspection.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first written above.

TM PROPERTY INSPECTIONS LLC:

CLIENT:

By: _____

Tom Ehrlich,
Residential Home Inspector

CLIENT's initials _____ indicate agreement to allow COMPANY to release a copy of the report to:

Real Estate Agent / Seller / Attorney / Other _____

Scope of Inspection. The scope of the inspection is strictly limited as set forth in this Agreement. The parties understand and agree that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies, including but not limited to, basement flooding, basement seepage and roof leakage, are excluded from this inspection. The parties agree that the American Society of Home Inspectors® (ASHI®) Standards of Practice, most current edition, shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. Copies of these standards are available upon request.

Items Not Inspected. The inspection and report exclude and do not cover those items indicated as “untested” or “not inspected” or the possible presence of or danger from any potentially harmful substances and environmental hazards including, but not limited to, the following items: asbestos; lead paint; formaldehyde; toxic and flammable materials; soil contamination; water testing; termite and pest infestation; water softener and filter system; sprinkler systems; central vacuum systems; telephone systems; intercom systems; security systems; antennas; cable television; swimming pools and pool equipment; spas; energy efficiency measurements; recreational equipment; recreational facilities (boat docks and tennis courts); landscaping; underground storage tanks; underground drainage; irrigation; outdoor grills; low voltage exterior lighting; remote overhead door transmitters and receivers; concealed or underground electric and plumbing; systems which are shut down or otherwise secured; private sewer systems; water wells; chimney draft; heating system accessories; solar heating systems; zoning or other ordinances; and building code conformity. All items indicated as being excluded in the ASHI® Standards of Practice are also excluded herein. CLIENT understands that these systems and conditions and information about them are excluded from this Inspection and Report. Any general comments which may appear about these systems and conditions are provided as a courtesy only and **DO NOT** represent or form a part of the Inspection.

Third Party Liability. It is understood and agreed that the inspection and report are performed and prepared for the confidential and exclusive use and possession of the CLIENT. No other person or entity may rely on the report issued pursuant to this agreement.

Limitation of Liability. It is understood and agreed that in the event of any claim whatsoever against TM PROPERTY INSPECTIONS LLC, its employees, inspectors, or other agents, whether based on contract, negligence or other tort, statute, or otherwise, in any way directly or indirectly resulting from or relating to the inspection, the report or performance or nonperformance of services by TM PROPERTY INSPECTIONS LLC, that, any liability of TM PROPERTY INSPECTIONS LLC, its employees, inspectors or other agents shall be solely and exclusively limited to the amount of the inspection fee actually paid by the CLIENT.

Limitation of Actions. No action shall be maintained by the CLIENT against TM PROPERTY INSPECTIONS LLC unless written notice, sent by certified mail return receipt requested, setting forth that an installed system or component of the Premises which was inspected by the Inspector was not in the condition reported by the Inspector, is delivered by the CLIENT to TM PROPERTY INSPECTIONS LLC within ten (10) business days after the discovery of such defect becomes known to the CLIENT. The CLIENT agrees that, with the exception of emergency conditions, the CLIENT or CLIENT’S agents, employees or independent contractors will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the Inspector. Furthermore, any action must be commenced by the CLIENT within one (1) year after the date of the Inspection or will be deemed waived and forever barred.

Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior agreements between the parties. The CLIENT agrees that any representation, promise, condition, or warranty, express or implied, not included in this Agreement shall not be binding on any party.

Interpretations. It is mutually understood and agreed that all provisions herein are severable and that, in the event that any of them shall be held to be invalid, any competent court may modify or reform any such provisions to make it enforceable and that the remaining provisions hereof shall nevertheless be valid and binding.

Assignment. The rights and obligations under this Agreement may not be assigned by any of the parties hereto without the prior written consent of the other party.

Attorney’s Fees. The prevailing party in any dispute arising out of this Agreement, the Inspection, or Report(s) shall be awarded reasonable attorney’s fees and other costs.