

Key

Building Inspections, LLC

Building Inspection Agreement

Date: _____

Address of inspected house: _____

THIS IS A LEGALLY BINDING CONTRACT PLEASE READ IT CAREFULLY

Key Building Inspections, LLC, herein after known as "**Key**", agrees to conduct a limited noninvasive visual inspection of the structure identified above, for the purpose of informing the undersigned, herein after known as "Client", of major deficiencies. The client hereby represents and warrants that all approvals necessary have been secured for **Key**'s entrance on to the property. The written report is the property of **Key** and the Client and shall not be used or transferred to other parties without both **Key**'s and the Client's written consent.

1. This inspection of the subject property shall be performed by **Key** for the Client in a manner consistent with National Association of Home Inspectors, Inc (NAHI) Standards of Practice and will provide Client with a written opinion as to the apparent general condition of the structure's components and systems.

2. The purpose of this inspection is to identify and disclose visually observable major deficiencies and/or material defects of the inspected systems and items at the time of inspection only, and specifically identified as:

*Roof	*Electrical	*Interior	*Insulation
*Foundation	*Plumbing	*Materials of Construction	*Fireplace(s)
*Drainage	*Heating	*Basement/Crawl space	*Attic
*Exterior	*Central Air Conditioning	*Garage/Carport	

3. This inspection is not intended to be technically exhaustive nor is it considered to be a guarantee or warranty, expressed or implied, regarding the condition of the property, items and systems inspected and it should not be relied on as such. **Key** shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components, or the contents therein. Equipment and systems will not be dismantled. **Key** is neither a guarantor or insurer.

4. Items and systems that are inaccessible, non-visible, difficult to reach, latent or concealed defects or problems are excluded from the report. Items and systems specifically not included in this report (unless specifically stated) are as follows:

*Underground utilities	*Fuel tanks	*Smoke/fire alarms	*Detached structures	
*Wells/springs	*Playground equipment	*Chimneys/Flues	*Central vacuum	
*Sewage disposal systems	*Pools/spas	*Sprinkler systems	*Built-in or Free standing appliances	
*Furnace Heat Exchangers	*Solar systems	*Code/zoning compliance	*Cosmetic conditions	*Seasonal Accessories
*Personal Property	*Asbestos, radon gas, lead paint, urea formaldehyde or other environmental hazards			
*Unique/ Technically complex systems or components		*System or component life expectancy, adequacy or efficiency		
*Termite or other wood destroying insects and or organisms and fungi, rodents or other pests or damage from or relating to the preceding				

5. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the Inspection or Inspection Report shall be submitted to final binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be final and binding and judgement on the Award may be entered in any Court of competent jurisdiction. Any legal action brought against **Key** must be brought against **Key** within one year from the date of inspection. Failure to bring said action within one year of the date of the inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen therefrom. Time is expressly of the essence herein.

6. The parties agree that the maximum liability for **Key**, its employees or agents, is limited to an amount not to exceed the fee paid for the inspection service except in a case of gross negligence or willful misconduct. The client is to provide written notification of any problems with the service provided within 10 business days of discovery. **Key** will not be held liable for any claims if repairs, replacement or money is spent without notifying **Key** so it can reinspect.

7. Payment is due upon completion of the on-sight inspection. There will be a \$20.00 charge if any form of payment is subsequently dishonored. All legal and time expenses incurred in collecting due payments, returned checks, or unaccepted credit and payments will be paid by the Client. Any fee not paid within 30 days of the inspection will have a service charge of 1.5% monthly or 18% per annum added to the inspection fee. Credit is on an approval basis.

8. Client understands and agrees that if they are not present at the time of inspection and therefore do not sign this Agreement that this Agreement will form part of the Inspection Report and acceptance of the Inspection Report will constitute acceptance of the terms and conditions of this Agreement.

The undersigned have read, understood and accepted the terms and conditions of this Agreement and agree to pay the charges as specified below:

Client agrees to pay a base fee of \$ _____ plus any additional fees not included in the base fee.

Key Inspector

Client or Representative

Printed on recycled paper 12/20/01