

# Tri-Star Property Inspections

## Pre-Inspection Agreement

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1. The fee for this inspection is noted on Invoice page as "Total", payable in full at a time before or at the time of the appointment, unless otherwise specified on invoice.

2. We will perform a visual inspection of the home/building and provide you with a written report identifying the defects that we (1) observed and (2) deemed material. The report is only supplementary to the seller's disclosure.

3. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors (InterNACHI) posted at [www.nachi.org/sop](http://www.nachi.org/sop). If your jurisdiction has adopted mandatory standards that differ from InterNACHI's SOP, we will perform the inspection in accordance with your jurisdiction's standards. You understand that InterNACHI's SOP contains limitations, exceptions, and exclusions.

#### 4. Scope of Inspection.

a. The Client understands that this Home Inspection is only a limited visual review of readily accessible areas, and is intended to provide the Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable defects as they exist at the time of the inspection. The inspection will be performed in a manner consistent with the standards of the State of TN Inspector License (the Standards of Practice), a copy of which will be provided upon request. Additional limitations and exclusions can be found in these Standards of Practice, all of which are incorporated by reference as if set forth verbatim herein.

b. The inspection only includes those systems and components expressly and specifically identified in the Inspection Report. No excavation, disassembly, dismantling, destructive testing, or removal of obstructions of any kind is performed. Hidden, concealed or obstructed defects may not be observed. Any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or any other thing, or those areas/items which have been excluded by the Standards of Practice, are not required of this inspection. The Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection. In addition, some property components are inspected on a random sampling of like items, i.e., electrical outlets, windows, doors, etc. Therefore, not every defect may be identified.

#### 5. Outside the Scope of the Inspection.

a. Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, we will not test for mold. Unless otherwise indicated in writing, we will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations.

b. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

c. Unless otherwise specified, items and system NOT included in the inspection are: antennas, central vacuum systems, cesspools, cosmetic items, detached buildings, drain fields, EIFS, electronic air filters, elevators, exercise or swimming pools/hot tubs, fire suppression systems, fuel tanks, furnace heat exchangers, hot water recycling systems, freestanding appliances, humidifiers, personal property, playground equipment, saunas, security systems, septic systems, sewage pump, alarm systems, sprinkler systems, spas, whirlpools, seismic safety, thermostat accuracy, identification of items recalled by the manufacturer, underground utilities, water softeners, wells, springs, any items that are shut down, winterized, inoperable, or not permanently installed.

6. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including our employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

7. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. As a condition of the reduced fee incorporated herein, our liability shall in no case exceed five times the amount of the fee charged. Should the Client desire an inspection that does not limit the Inspector's liability to five times the amount of the fee charged, the client may elect to receive a technically exhaustive inspection without the limitation on liability. The fee for this type of inspection is \$2,500.00 and up depending on the size and age of the structure. This technically exhaustive inspection will be performed with licensed engineers and specialists in the fields of HVAC, plumbing, electrical, contractors, and/or others depending on the extent of services requested. By signing this agreement, the client specifically declines to purchase a technically exhaustive inspection.

8. If you believe you have a claim against us, you agree to provide us with the following:

(1) Written notification of your claim within seven days of discovery in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) Immediate access to the premises. Failure to comply with these conditions releases us from all liability.

9. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county of Gibson, where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. You agree that the exclusive venue for any legal action against InterNACHI itself, allegedly arising out of this Agreement or our membership in InterNACHI, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with 30 days written notice of the nature of the claim in sufficient detail and with sufficient supporting documents that InterNACHI can evaluate it. In any action against us or InterNACHI, you waive trial by jury.

10. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.

11. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

12. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

13. You may not assign this Agreement.

14. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it.

15. You have the opportunity to consult qualified counsel before signing this agreement.

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

17. We encourage you to be present at the inspection. This will enable us to point out specific observations, as well as help you understand comments on the report provided in the Home Inspection Report and answer questions.

18. If you would like a large print version of this Agreement before signing it, you may request one by emailing us at [inspector@tpii.us](mailto:inspector@tpii.us).

19. If you elect to participate in InterNACHI's Buy-Back Program, you will be bound by the terms you may view at [www.nachi.org/buy](http://www.nachi.org/buy).

Address of Inspection:

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Inspector Name/Signature/Lic #

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Inspector Signature  
\_\_\_\_\_

Client Name (Print)

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Client Signature

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Date

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