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INSPECTION AGREEMENT

(Please read carefully)

THIS AGREEMENT is made and entered into by and between Boyd Property Inspections, Corp., hereinafter referred to as "*Company,"* John Boyd, Jr., hereinafter referred to as "*Inspector,"* and _____ hereinafter referred to as "*Client."* In consideration of the promises and terms of this Agreement, the parties hereby agree as follows:

1. Client will pay Company the total sum of _____ for the inspection of the "Property." The term property is defined as the "dwelling place" or "residence," and garage and/or carport, located at _____.

2. The Inspectors will perform an inspection that is primarily visual but not technically exhaustive and prepare a computer-generated report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Notwithstanding the use of infrared technology which is used by Inspectors to detect thermal patterns that can indicate certain issues within the property, latent and concealed defects and deficiencies are excluded from the inspection. Client understands that although references may be made to building codes, the inspection is not a code compliance inspection.

3. The parties agree that the InterNACHI Standards of Practice (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. A copy of the Standards is available by request or can be found here: www.nachi.org/sop.htm. If the state where the inspection is performed imposes more stringent standards of administrative rule, those state standards shall define the standard of duty and the conditions, limitations and exclusions of the inspection.

4. **The parties agree that the Inspectors & Company are providing the inspection in good faith and understand that all possible defects cannot be found. Buildings are very complicated and can change from one day to the next. (For example, if it has not recently rained, we would be unable to identify active leaking from the roof, even if there are moisture stains present in the property.) The Inspectors & Company will take their time and do their very best to identify all defects but cannot be held responsible for missed items unless the InterNACHI Standards of Practice were not followed.**

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Client initials

5. The client agrees that if the Inspectors, Company or any of its agents or employees shall be found liable for any loss or damage resulting from this Agreement or failure to perform any part of the inspection, including but not limited to: breach of contract, fraud, negligence and gross negligence, the liability of the inspectors or any of its agents and employees shall be limited to the sum of the inspection fee paid by Client to Inspectors or Company.

6. Client understands that this obligation is an obligation incurred in the interest of all buyers of the property, even if all buyers are not mentioned in this agreement. If the Client is married, it is understood this agreement is made on behalf of both individuals and, if claims are made by a spouse or third party who is not a signer to this agreement, the Client agrees to indemnify, defend and hold harmless Inspectors & Company from any and all damages, expenses, costs and/or attorney fees arising from such a claim.

7. **The parties agree the Inspectors & Company are not an insurer or guarantor against defects in the structure, items, components or systems inspected. The Inspectors make no warranty, express or implied, as to the fitness for use, condition, performance or adequacy of any inspected structure, item, component or system. Furthermore, client understands that any recommendations expressed in the inspection report should be completed prior to closing by licensed professionals.**

8. This Agreement represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. If any portion of this contract is judged to be invalid or unenforceable by any court or arbitrator, the remaining terms and conditions shall remain in effect and binding between parties.

9. **Systems, items and conditions which are not within the scope of the building inspection include, but are not limited to: cosmetic defects, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; insect infestations, security and fire protection systems other than smoke detectors; water heater relief valves; ice maker water lines; humidifiers, areas above drop ceilings in basements (other than what may be noted in the inspection report); dishwasher performance; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private security systems; water wells; heating systems accessories; solar heating systems, sprinkler systems; swimming pools, water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae; lightning arrestors, trees or plants; governing codes, ordinances, statutes and covenants and manufacturer specifications. Client understands that these systems, items and conditions are excluded from this inspection. Any general comments about these systems, items and conditions in the written report are informal and DO NOT represent an inspection.**

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Client initials

10. The Inspection and report are performed and prepared for the sole and exclusive possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against the Inspectors & Company, its employees or agents, arising out of the services performed by Inspectors & Company under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspectors & Company from any and all damages, expenses, costs and attorney fees arising from such a claim. Furthermore, if the Client has a Realtor working on their behalf, the report may be sent to the Realtor unless Client indicates in writing that this should not be done.

11. The Inspection will not include an appraisal of the value or a survey. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. The Inspectors & Company do retain the right to correct or amend the report as needed within 48 hours of completion.

    In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspectors & Company was not in the condition reported by the Inspectors & Company, the Client agrees to notify the Inspectors at least 72 hours prior to repairing or replacing such system or component and provide immediate access to the property. Failure to comply with the above conditions will release the inspector and its agents from any and all obligations or liability of any kind.

12. The Client further agrees that the Inspectors & Company is liable only if there has been a complete failure to follow the standards included in the report. Client agrees that any legal action must commence within six (6) months from the date of inspection. Failure to do so results in a full and complete waiver of any rights, actions or causes of action that may have arisen therefrom.

13. Any dispute arising from this agreement, the inspection, or the inspection report must first be submitted for mediation to The Marshall Law Group, LLC. If the dispute is not fully resolved through the mediation process, Client agrees that any lawsuit filed must be filed in Fulton County, Georgia. Furthermore, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

    Further, Client agrees to provide written notice of intent to sue thirty (30) days prior to the filing of any legal action. Time is expressly of the essence herein. This time period may be shorter than the law provides.

14. The Client understands that responsibility to provide access to the subject property is ultimately with the buyer or buyer's agent, in coordination with the seller or seller’s agent. In the rare case that the property is not accessible by Inspectors upon arrival to the inspection and the inspection is not able to be performed, a cancellation fee of $100 will be accessed and paid for by Client or their designated representative.

15. Client understands that the Inspectors may not be privy to all product recalls and consumer product safety alerts as they are updated frequently. Any comments made in the report are regarding well known notices and are provided as a courtesy only. We recommend visiting the following website if recalls are a concern to you: www.cpsc.gov

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Client initials

16. Client understands that the Inspectors do not walk on the roof and the roof will only be inspected from the ground using binoculars, ladders at the roof edges, and from inside the attic where accessible.

17. This Agreement is governed under the laws of the State of Georgia.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

PROPERTY ADDRESS: _____

_____

PHONE: _____