

# BEE SAFE HOME INSPECTIONS

6753 Walnut Hills Dr. Brentwood, TN 37027 (615) 834-1435

[mehrs@bellsouth.net](mailto:mehrs@bellsouth.net)

## INSPECTION AGREEMENT

(Please read carefully)

THIS AGREEMENT is made and entered into by and between BEE SAFE HOME INSPECTION Referred to as "Inspector, and \_\_\_\_\_ referred to as "Client".

In consideration of the promise and terms of this Agreement, the parties agree as follows:

The Client will pay the sum of \$ \_\_\_\_\_ for the inspection of the "Property" being the Residence, and garage or carport, if applicable, located \_\_\_\_\_ conditions of the readily accessible **installed systems and components** of the property existing at the time of the inspection. Hidden, undeveloped or concealed defects and deficiencies are excluded from the inspection.

3. The parties agree that the "Standard of Practice (the "Standard") defines the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. A copy of the Standard is included with this agreement.

4. The parties agree and understand the Inspector is not an insurer or guarantor against defect in the structure, items, components or systems inspected. **INSPECTOR MAKES NO WARRANTY EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.** The parties understand and agree that the Inspector and its employees and its agents assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In event the Inspector misses a defect or condition that should have been discovered in the course of a visual inspection the Inspector will repay the Client the cost of repairs or correction actually incurred by the Client up to a total of the cost of the inspection contemplated by this Agreement. Signature: ( \_\_\_\_\_ )X

5. Client understands this agreement binds the Client, the Client's family, Survivors and Assigns.

6. This Agreement. Including the terms and conditions, 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. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. Any legal action must be brought within six (6) months from the date of the inspection or will be deemed waived and forever barred.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. Client acknowledges receipt of the Standards of Practice which applies. Signature: ( \_\_\_\_\_ )X

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Day: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Street Address \_\_\_\_\_ **Buyer Present**  
City/State/Zip \_\_\_\_\_ Yes\_\_ No

Agent present: Yes\_\_No\_\_ Agent's Name: \_\_\_\_\_

Inspector's Signature \_\_\_\_\_ Inspection \_\_\_\_\_ Date: \_\_\_\_\_

Client agree to release reports to seller/buyer/REALTOR\* Yes X No \_\_\_\_\_

**SEE REVERSE SIDE FOR ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS**

ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS

7. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable material, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceiling and floor; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; heating systems accessories; solar heating systems; sprinkling systems; water softener; central vacuum systems, ordinances, statutes and covenants and manufacturer specifications. Client understands that these systems, items and conditions are expected from this inspection. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.

8. The Inspection and report are performed and prepared for the sole and exclusive use and 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 Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, cost and attorney fees arising from such a claim.

9. The Inspection will not include an appraisal of value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

10. “Any dispute, controversy, Interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation 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 and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Dispute of Construction Arbitration Service, Inc. The decision of the Arbitrator appointed there under shall be final and binding judgment on the Award may be entered in any court of competent jurisdiction.”

DEFINITIONS

1. Apparent Condition: Systems and components are rated as follows:

**SATISFACTORY** (Sat.) – Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.

**MARGINAL** (Marg.) – Indicates the component will probably require repair or replacement anytime within five years.

**POOR** Indicates the component will need repair or replacement now or in the very near future.

2. Installed systems and components; structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.
3. Readily accessible systems and components: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.