

PROPERTY INSPECTION AGREEMENT # _____

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT – PLEASE READ IT CAREFULLY

This Agreement is made by and between Seagate Inspections, Inc. hereinafter referred to as “Seagate”, and _____ hereinafter referred to as “Client”, to conduct a visual inspection of property located at _____

_____ hereinafter referred to as said “Property” pursuant to the terms and conditions of this Agreement. This Agreement is solely between Seagate and the Client and is not intended to be relied upon by any third-party, nor is it for the benefit of any third-party. This Agreement is not assignable.

1. **Inspection** Seagate agrees to conduct a visual inspection of said Property in accordance with the Standards of Practice of the American Society of Home Inspectors (ASHI). The intent of the inspection is to visually screen for “exposed to view” things, which need major repair or further evaluation by a specialist. It is understood that the inspection will be of only readily accessible and visible areas of said Property. Seagate is not liable for latent or concealed defects. It is also understood that neither equipment nor systems will be dismantled, nor will furniture, appliances, or storage items be moved to conduct the inspection. Certain items will be randomly sampled (i.e. windows, doors, outlets, switches, etc.) Furthermore, neither this Agreement nor the report, are intended to be construed as a compliance inspection with respect to any code, standard, or regulation. Client accepts his/her responsibility to perform a final walk-thru prior to closing to verify the condition of said Property and its components since damages, mechanical failures, and symptoms, clues, etc. may appear after this work and prior to legal acceptance of said Property.

2. **Report** The Client will receive a written, typed, or electronic report as part of this Agreement, and the terms and conditions of this Agreement will be incorporated by reference into the report. The report will include the following components of the primary residence and typical garage (attached or detached)

STRUCTURAL SYSTEM EXTERIOR ROOF SYSTEM PLUMBING SYSTEM ELECTRIC SYSTEM HEATING SYSTEM
AIR CONDITIONING SYSTEM (weather permitting) INTERIOR (accessible and visible areas) INSULATION & VENTILATION
FIREPLACES & SOLID FUEL BURNING APPLIANCES

The inspection and report do not address the possible presence or danger from environmental hazards, or possible EPA violations including but not limited to, radon gas, lead paint, mold, asbestos, urea formaldehyde, toxic and/or flammable chemicals. The inspection further excludes reports on swimming pools, wells, septic systems, water conditioning systems, fire or lawn sprinkler systems, security systems, central vacuum systems, solar powered systems, insect and/or rodent infestation, municipal water and sewer systems, and any item or system restricted in report.

3. **No Oral Representation** The Agreement and report contain the entire Agreement by and between the parties. All prior representations and statements whether oral or written are superceded and merged into the Agreement and client represents that he/she has not relied on any such statements or representations not contained within the Agreement or report.

4. **Perspective** The Client acknowledges that Seagate is not an insurer, and that this Agreement and report are not intended to be a warranty, guarantee, or an insurance policy. Client agrees to purchase such instruments from others if he/she desires. The inspection fee is based solely on the value of the service provided by Seagate in the performance of its limited visual inspection and production of an inspection report as described herein.

5. **Limitation of Liability** Seagate’s liability and that of its principals, agents, and employees for any alleged negligence, breach of contract, or tort is limited to the cost of the inspection. All consequential and incidental damages are excluded hereunder.

6. **Arbitration** Any disputes or claims arising from this Agreement and/or the inspection report whether in contract or tort shall be submitted to Arbitration before the Better Business Bureau or other body mutually agreed upon by the parties. The Arbitrator(s) chosen shall have a background in construction and/or home inspections. The parties further agree that the Arbitration shall be conducted in the City of Toledo and the Arbitrator(s) will abide by the guidelines and standards of the American Society of Home Inspectors in determining whether the inspection was done properly.

7. **Limitation of Action** Any claims arising out of this Agreement and/or the report must be brought within a one (1) year period from the date of inspection. Any claims brought after a one (1) year period will be time barred; and Seagate will not assume any liability.

8. **Severability** If any tribunal determines that any portion of this Agreement is unenforceable, the remainder of the Agreement shall be enforced as though the unenforceable portion did not exist.

9. **Disputes** If client contends that Seagate has failed to properly inspect said property, the client shall detail in writing what Seagate has failed to properly inspect. Said writing shall be sent by certified mail return receipt requested. Within ten (10) days of receipt, Seagate shall have the right to reinspect the property at its cost. Repairs or replacements performed on said property, without first providing Seagate an opportunity to reinspect said property, shall relieve Seagate and its principals, agents, and employees, from any and all liability.

10. **Contact Information** Seagate may have an affiliation with Third Party Service Providers (TPSP) in order to offer value-added services to its clients. Seagate may also arrange for the TPSP to send literature or make post-inspection contact with its clients. If the client does not wish to receive literature from or be contracted by a TPSP, client must notify the Seagate office.

11. **Disclosure** Seagate will disclose information from the inspection to real estate agents, sellers of said Property, lenders, or other parties intimate to this particular transaction as requested for the purpose of clarification or facilitation of repairs with Client’s consent.

Client consent: _____ yes _____ no

Having read the above and understanding the same the parties sign their names as set forth below.

SEAGATE INSPECTIONS, INC.

CLIENT

Inspection Fee _____

By: _____
Inspector

X _____
One signature binds spouses, et als, etc.

Date: _____