Key Building Inspections, LLC

BUILDING INSPECTION AGREEMENT

Date:

Address of inspected building: _____

THIS IS A LEGALLY BINDING CONTRACT PLEASE READ IT CAREFULLY

KEY Building Inspections, LLC, herein after known as *"KEY",* agrees to conduct a limited visual inspection of the structure identified above, for the purpose of informing the undersigned, herein after known as "**CLIENT**", of observed defects which ***KEY*** deems material.

THE PARTIES AGREE AS FOLLOWS:

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 the **CLIENT** with a report of the inspector's written opinions as to the apparent general condition of the subject building's components and systems. The report is only supplementary to the seller's disclosure. The visual inspection and report is completed when practicable at the site. Some items may be analyzed and reported later. The inspection and report are performed for the use of the **CLIENT**, who gives ***Key*** permission to discuss observations with realtors, owners, repair persons and other interested parties. ***Key*** is not responsible for use or misinterpretation by third parties.

2. 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. The **CLIENT** should not expect the inspector will find every problem that exists or ever could exist, but only that ***KEY*** will report defects that ***KEY*** both observed and deemed material. ***KEY*** shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, component, or the contents therein. Equipment and systems will not be dismantled. ***KEY*** will not move personal property, debris, carpeting, insulation or like materials which may impede access or limit visibility. ***KEY*** is neither a guarantor or insurer.

3. Items and systems that are inaccessible, non-visible, difficult to reach, latent or concealed defects 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	*Free standing appliances
*Solar systems	*Furnace Heat Exchangers	*Code/zoning compliance	*Cosmetic conditions
*Seasonal Accessories	*Defects unobserved	*Water treatment	*Causes of the needs for repairs
*Appliances	*Security systems	*Elevators	*Personal Property

*Methods, materials and costs of corrections
*Any component or system which was not observed
*Unique/ Technically complex systems or components
*System or component life expectancy,adequacy or efficiency
*Asbestos, radon gas, lead paint, air quality, urea formaldehyde or other environmental hazards
*Termite or other wood destroying insects and or organisms and fungi, rodents or other pests or damage from or relating to the preceding

4. 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 the 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.

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 a non-binding mediation conference and absent a voluntary settlement through non- binding arbitration, to be followed by final and Binding Arbitration if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed thereunder shall be final and binding and judgment 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. If the **CLIENT** brings but fails to prove its claim against ***KEY***, then the **CLIENT** will pay all legal costs, expenses and fees of ***KEY*** in defending said claims.

6. **CLIENT** agrees to pay a base building inspection fee of $_____ plus any additional fees not included in the base fee. 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 date will have a service charge of 1.5% monthly or 18% per annum added to the inspection fee.

THE ABOVE IS UNDERSTOOD AND AGREED TO, AND CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

_____ For ***KEY*** Building Inspections, LLC

_____ **CLIENT** OR REPRESENTATIVE

_____ **CLIENT** OR REPRESENTATIVE