

## **BUILDING INSPECTION AUTHORIZATION AND AGREEMENT**

**PARTIES:** The parties to this Building Inspection Authorization and Agreement are:

\_\_\_\_\_ (hereinafter "Inspector"), and

\_\_\_\_\_ (hereinafter "Client").

**AGREEMENT:** This Agreement is incorporated with the Inspection Report to be prepared by Inspector. Said report is to be prepared for the sole and exclusive use of Client. Anyone executing this agreement on behalf of a buyer or seller of the subject property certifies that he/she is duly authorized by the Client to do so and is bound to deliver to Client the report incorporated herewith along with a copy of this agreement, which shall be binding on the Client.

**SUBJECT:** Inspector agrees to conduct a limited, visual inspection of the property located at:

\_\_\_\_\_.

The inspection shall be conducted on or about \_\_\_\_/\_\_\_\_/\_\_\_\_ for an estimated fee of \$\_\_\_\_\_.

**SCOPE OF INSPECTION:** The inspection of the subject property shall be performed by Inspector for the Client in accordance with the Standards of Practice as set forth by the Louisiana State Board of Home Inspectors. The purpose of the inspection is to identify and disclose to the client major deficiencies and defects of the systems and components of the subject premises, which are visually observable at the time of the inspection. The Inspection Report shall provide the Client with a better understanding of the property conditions as observed at the time of the home inspection. Although minor problems may be mentioned, the report will not attempt to list them all. The inspection will consist of only a visual analysis of major systems and components of the property and comment on those that are in need of immediate repair, replacement, or further evaluation by a specialist. The inspection is not technically exhaustive. The Inspection Report contains information that may or may not be mentioned or discussed during any verbal discussion of the findings of the Inspector. It is agreed that no claim shall be made against Inspector for any verbal representations, which are inconsistent with or not contained in the Inspection Report. PLEASE READ THE REPORT CAREFULLY!

**LIMITATIONS OF THE INSPECTION:** The inspection is limited to readily accessible and visible major systems, components, and equipment located in and attached to the premises. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, wall coverings, floor coverings, ceiling coverings, rugs, carpets, furnishings, or other materials is not to be considered part of this inspection. Weather limitations may affect the extent to which the Inspector may inspect the property, especially in connection with the heating and air conditioning systems. This inspection is not considered to be an expressed or implied guarantee or warranty of any kind regarding the condition of the property, its system or components. Further limitations described in the report also apply.

**INSPECTION EXCLUSIONS:** The following items are excluded from any inspection performed by the Inspector on the subject property:

1. Hidden or latent defects;
2. The presence of pests, termites, wood damaging organisms, rodents, or insects;
3. Detached buildings, walkways, driveways, fencing, swimming pools, spas, underground plumbing or sprinklers, water softeners/purifiers, and other components or structures not attached to the premises, unless specifically agreed upon in writing by both parties;
4. Inspect, report or test for the presence of Chinese drywall or other similar products, asbestos, radon gas, lead paint, urea formaldehyde, soil contamination, potentially dangerous chemical substances, mold, mildew, algae, bacteria, air quality or other potential environmental hazards;
5. Building code or zoning ordinance compliance or violation;
6. The adequacy of any design or installation process of any system, component or other feature of the subject property;
7. Structural stability, engineering analysis, geological stability or soil conditions unless otherwise agreed upon in writing by both parties;
8. A prediction of future conditions or life expectancy of systems or components;
9. The causes of the need for a repair, or the methods, materials and costs of a repair;
10. The marketability or market value of the property, or the advisability or inadvisability of purchase of the property
11. Any item excluded or not inspected or reported upon in the report;
12. The internal conditions of air conditioning and heating systems or the adequacy of air flow, duct work and insulation;
13. Furnace heat exchangers, fireplaces, chimneys or flues;
14. Radio or remote controlled devices, alarms, garage door openers, automatic gates, elevators, thermostatic timer controls or dumbwaiters;
15. The insurability of the property; and
16. The grading of soil or the potential for flooding or holding standing water.

**NOTICE REQUIREMENTS:** Client agrees that any claim alleging Inspector's failure to accurately report a visually observable defective condition of the subject property shall be made in writing and delivered to the Inspector within ten (10) business days of discovery. Client further agrees that, with the exception of emergency conditions, neither Client, nor anyone acting on Client's behalf, will make alterations, modification, or repairs to the subject of the claim prior to a re-inspection by the Inspector. Inspector agrees to re-inspect the alleged condition within 72 hours of receipt of written notice by Client, exclusive of weekends and holidays. Client further agrees and understands that any failure to notify the Inspector as set forth above, shall constitute a waiver of any and all claims for said failure to accurately report the condition.

**LIMITATION OF LIABILITY:** The liability of Inspector (its principals, agents, employees, successors in interest, or affiliates) for errors and omissions in the inspection and report is limited to a refund to the client of the fee paid for the inspection and report. Client assumes the risk of all losses greater than the fee paid for the inspection and report. Client agrees and understands that this inspection is not a home warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures which may be required by law. Neither Inspector, nor its agents, principals, or employees, shall be liable for any repairs or replacement of any components, systems, structure of the property or the contents therein, either during or after the inspection.

Client agrees and understands that, for the purposes of this inspection, Inspector is acting as a licensed home inspector pursuant to the laws of the State of Louisiana and not as a professional engineer, or plumbing electrical, HVAC, or other contractor. Any recommendation made by Inspector to client to engage the services of any of the above referenced specialized contractors or engineers for the purposes of inspecting, cleaning, servicing and/or evaluating a specific system, component, and/or structure of the subject property, shall relieve Inspector from any liability to Client for the inspection and report of those components, systems, or structures.

**ARBITRATION:** Any dispute arising out of the inspection, report or the interpretation of this agreement, except for non-payment of the inspection fee, shall be resolved in accordance with the Louisiana Binding Arbitration Law. The parties shall select a mutually agreed upon arbitrator who is a home inspector licensed by the State of Louisiana. If the parties are unable to agree upon an arbitrator, either party may request that a licensed home inspector be selected by the Louisiana State Board of Home Inspectors to arbitrate the proceedings. Such selection shall be binding upon the parties. The prevailing party shall be awarded all arbitration costs.

**ATTORNEYS' FEES:** In the event that Client files suit in any civil court alleging claims arising out of this agreement or the services performed hereunder, Client agrees to pay to Inspector, all costs, expenses, and attorneys' fees incurred by Inspector, his agents, employees, or insurers in the defense of such suit. This section shall not apply to arbitration proceedings unless the selected arbitrator finds that the claim brought by Client is without merit and the Client has been given written notice of the claim's lack of merit prior to the proceedings.

**SEVERABILITY:** Client and Inspector agree that should a court of competent jurisdiction determine and declare that any portion of this contract is void, void able, or unenforceable, the remaining provisions, whether executed prior or subsequent\* to the Home Inspection, shall remain in full force and effect.

BY:

BY:

\_\_\_\_\_

\_\_\_\_\_

INSPECTOR

Date

CLIENT

Date

License No.: \_\_\_\_\_

\_\_\_\_\_ \*Client has executed this agreement subsequent to the Home Inspection and Initials hereby agrees to be bound by the terms and conditions of this Building Inspection Agreement and Authorization.