

E – Z Home Inspections

2209 Attala Rd. 3237

Kosciusko, Ms. 39090

Telephone: 601-613-3248

Pre-Inspection Agreement

This Agreement is entered into on _____ by and between **E – Z Home Inspections** and _____ (“Client”). The property which is subject to the inspection contemplated herein is located at the following address: _____ (“Property”).

1. Inspection; Scope. E – Z Home Inspections agrees to complete a visual inspection of the home and improvements on the Property and to provide to Client a written inspection report (Summary Notes) not more than 36 hours after the inspection. Client acknowledges that the purpose of the inspection is to identify those areas of the Property which through the general visual observation of the inspector(s) are in need of major repair or which need further evaluation by a person specializing in the area of concern (e.g., electrician, plumber, HVAC, etc.). The inspection will include only those portions of the Property which are readily accessible and exposed to view by the inspector. No inspection will be made and no report given on those areas of the Property which the inspector(s) determines to be unsafe to inspect or might cause damage to the Property. E – Z Home Inspections shall have no obligation to make any repairs to the Property.

2. Inspection; Right of Entry. Client will make all necessary arrangements for and will coordinate with the owner of the Property, if other than Client, to allow the inspector(s) to enter into and upon the Property as needed to complete the inspection. Inspector(s) will not be required to move any furniture, equipment, debris, carpeting, shrubbery or other objects which may restrict or limit visual inspection.

3. Inspection; Limitations of Scope. In addition to the limitations described herein above, the inspection and report conducted will not include any of the following: hidden conditions, violations of building or other similar codes, environmental contamination or problems, presence of toxic, flammable or other potentially harmful chemicals or substances, presence or infestation of pests or insects (including without limitation termites, powder post beetles, carpenter ants, or carpenter bees), presence of rodents or vermin, presence of radon gas, lead paint, formaldehyde or asbestos, security or fire detection systems, appliances, humidifiers, solar heat systems, energy efficiency, wells, sprinkler, mold, fungi, or other environmental hazards, clay, subsoil, codes ordinances, covenants, or manufacturer’s specifications.

4. Cost of Inspection. Simultaneously with delivery of the report, Client will pay to E – Z Home Inspections the total amount of \$ _____ in full for the inspection and report issued pursuant to this Agreement.

5. NO WARRANTY; LIMITATION OF LIABILITY AND DAMAGES. Client acknowledges that neither the inspection nor the report issued by E – Z Home Inspections pursuant to this Agreement makes any express or implied warranties or guarantees. CLIENT HEREBY WAIVES ANY AND ALL WARRANTIES WHATSOEVER WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT FURTHER AGREES THAT WITH REGARD TO ANY LIABILITY CLAIMS OR ACTIONS AGAINST E – Z HOME INSPECTIONS, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR REPRESENTATIVES, THE TOTAL AMOUNT OWNER MAY RECOVER WILL NOT EXCEED ONE-HALF (1/2) THE AMOUNT OF THE INSPECTION FEE PAID TO E – Z HOME INSPECTIONS.

6. Disclosure. Client hereby authorizes **E – Z Home Inspections** to distribute copies of the Inspection Report to those directly involved in this transaction, unless otherwise instructed in writing.

If any such information or report authorized by Client to be provided, the person or entity receiving the information/report will not have any rights as a third party beneficiary under this Agreement.

7. Miscellaneous. This Agreement shall be construed in accordance with Mississippi law (without reference to conflicts principles) and venue for any actions or arbitrations pertaining to this Agreement shall be brought in a state or federal court of competent subject matter jurisdiction in Rankin County, State of Mississippi. At the written request of either party, either before or after the commencement of any litigation, any controversy or claim arising out of or relating to this agreement shall first be submitted to mediation according to the commercial mediation provisions of the American Arbitration Association (AAA). If mediation does not resolve the controversy or claim, the matter shall be resolved by binding arbitration according to the rules of commercial arbitration of the AAA, with such arbitration to be held before a panel of three (3) arbitrators unless otherwise agreed by the parties. Neither this arbitration provision nor the exercise of any rights under this section shall limit the right of any party to obtain provisional or ancillary remedies such as injunctive relief from a court having jurisdiction before, during or after the pendency of any mediation. The party that ultimately, substantially, prevails as a result of any mediation, arbitration, and/or litigation shall have all reasonable attorney's fees, mediation costs, arbitration costs, and costs of court paid by the non-prevailing party.

E – Z Home Inspections is not affiliated with any other agency or service such as termite inspection, radon testing agency, EFIS testing agency, water testing agency, lead or asbestos testing agency, real estate agency, etc. and assumes no risk related to the performance of such services, nor does **E – Z Home Inspections** warrant these services in any way. If **E – Z Home Inspections** is requested to arrange for such services to be performed at the time of the home inspection or any other such time, such arrangement is provided only for the convenience of the Client.

Agreed to on the date first set forth above.

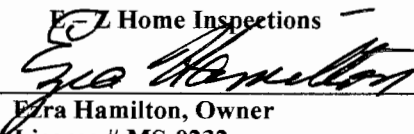
Clients Signature(s):

Print Name: _____

Telephone _____

e-mail address _____

e-mail address: _____

E-Z Home Inspections
By: 
Vera Hamilton, Owner
License # MS-0232

For a copy of our standards of practice and code of ethics go to www.mrec.state.ms.us