

# Caradine Home Inspections

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AR Reg. #1227

**Inspection Fee: \$**

**CLIENT(S):**

**ADDRESS:**

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE:**

**EMAIL:**

**REALTOR NAME:**

**INSPECTION ADDRESS:**

**COMPANY:**

**DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**CELL:**

**Is Inspector Authorized to Discuss Report or  
Send Copy of Report to Real Estate Agent? \_\_\_\_\_ YES \_\_\_\_\_ NO**  
**Client Initials Client Initials**

## **Special Instructions by Client\* :**

\*Note: Inspection is not guaranteed on or before the indicated date. Many factors affect actual inspection date. Inspector shall have not liability if inspection is not performed or report completed before closing date. Inspector will schedule an inspection date, convenient to the parties and occupants of the residence. Inspector will make a goof faith effort to comply with Special Instructions; however, Special Instructions are not a material part hereof and Inspector has not liability for failure to observe the same.

## **Pre-Inspection Agreement**

Caradine Home Inspections, herein after known as the Inspector agrees to conduct an inspection for informing the client of major deficiencies in the condition of the subject property. THE WRITTEN REPORT IS THE PROPERTY OF THE **INSPECTOR** AND THE CLIENT AND SHALL NOT BE USED BY OR TRANSFERRED TO ANY OTHER PERSON OR COMPANY WITHOUT BOTH THE INSPECTOR'S™ AND THE CLIENTS WRITTEN CONSENT.

In exchange for the Inspection Fee, Inspector shall conduct a limited, visual inspection of the primary structure at the Residence and produce a written report based thereupon (Report) in accordance with the American Society of Home Inspectors Inc. (ASHI) current standards of practice, as adopted and modified by Arkansas'™ Home

Inspector Registration Board (AHIRB), (Standards) and code of ethics, as adopted and modified by AHIRB, (Code of Ethics), which Standards and Code of Ethics are found online at <http://www.ahib.org> and specifically incorporated herein and made a material part hereof by reference. Except as modified herein, the Standards define the duty of the Inspector and limitations and exclusions of the inspection. The Inspector may conduct visual inspections or include comments or recommendations exceeding the Standards or regarding the systems or items specifically excluded hereunder; however, such visual inspections, comments or recommendations are merely gratuitous, immaterial and shall not be relied upon by Client for any purpose. The Inspector shall have no obligation to make any inspection of or include in the Report any matter or thing not expressly required by the Standards or this Agreement. The terms and conditions herein shall be in addition to and not limitation of the duties, limitations and exclusions in the Standards; further, in the event of a conflict between the terms and conditions herein and the Standards, the terms and conditions herein shall prevail. The terms and conditions herein shall also apply to any re-inspections or follow-up inspections of the Residence, if any and without regard to whether such is to inspect repairs or changed conditions since the time of the original inspection hereunder; provided however, Inspector is not required to perform any re-inspection or follow-up inspection and reserves the right to charge Client an additional fee therefor, which fee may exceed the Inspection Fee. If Inspector inspected the Residence prior to obtaining Client's signature on this Agreement, the parties agree such prior inspection and any Report based thereupon are subject to the terms and conditions hereof. Delivery of the Report to Client shall be conditioned upon receiving Client's signature on this Agreement. At any time within 30 days after delivery thereof to Client and without any liability to Client, Inspector reserves the right to change, modify or amend the Report to correct or supplement the same due to later review of field notes, repairs or discovery of inadvertent omissions.

The inspection and Report shall not be technically exhaustive and are not required to cover: Latent or hidden defects or deficiencies, Automatic gates; elevators or dumbwaiters; exterior detached lighting systems; Gas appliances such as interior or exterior grills, heaters (other than central heating units for the Residence), or lamps; Seismic safety, geological and soil conditions; surface grading, obstructions or drainage characteristics in or around the Residence; Proximity to airports, railroad tracks or other potential sources of nuisance; Indoor air quality; Possible presence of or danger from Mold, Asbestos, Radon Gas, Lead Paint, Urea Formaldehyde, soil contamination, dry-rot fungus or other indoor and outdoor environmental substances or hazards which may be harmful or potentially harmful to humans, pets or livestock; Recreational playground equipment or facilities (indoor or outdoor); Highly unique/technical complex systems or components; Water wells, septic systems, cisterns, adequacy of water supply, water softening or filtration devices, hot tubs, swimming pools, portable air conditioning units, or forced air furnace heating

exchangers; Intercom systems; Central vacuum systems; Solar heating, lighting or electrical storage systems; Telephone, cable, low voltage, audio, data or computer systems or related wiring. Client is advised to contact a competent specialist if Client desires information, inspection, identification, or testing of the immediately foregoing excluded systems or components or any other system or component also excluded by this Agreement. The inspection and Report shall be performed and produced solely in InspectorBHTM's capacity as a residential home inspector without regard to and Client expressly agrees not to rely upon any other certification, degree or license held by Inspector or InspectorBHTM's employees, agents, officers or directors.

The Report expresses InspectorBHTM's professional opinion, based on visual inspection of the conditions existing at the time of inspection. The inspection and Report are expressly for the benefit of Client and are made for the sole purpose of identifying and disclosing the condition of the systems and items at the time of the inspection, subject to the limitations and restrictions herein. Inspector is not responsible for conditions or intermittent issues not present during inspection. Client expressly agrees it will not rely upon any oral statements or comments relating to the inspection or any re-inspection. With respect to any inspected or re-inspected system, component or item, Client will not rely on any written or oral statement of the Inspector regarding the sufficiency or adequacy of any repairs; the extensiveness of the damage; the design or specifications necessary to correct any noted deficiency or damage; the costs to repair any deficiency or damage. The Report may not be relied upon by anyone other than Client and Inspector assumes no liability to any 3<sup>rd</sup> party for either the inspection or opinion expressed in the Report.

The Report shall be the confidential property of the Inspector and Client and neither shall disclose to or permit use by 3<sup>rd</sup> parties without the otherBHTM's written permission. As a material inducement for InspectorBHTM's performance hereunder, Client agrees to indemnify, defend, and hold harmless the Inspector and InspectorBHTM's employees, officers, agents, shareholders and directors from all claims, expenses and damages including, without limitation, any judgment, settlement and attorneysBHTM fees which, directly or indirectly, arise out of or relate in any way to lawsuits or claims, actual or threatened, by 3<sup>rd</sup> parties and, directly or indirectly, relating to or arising out of use or disclosure of the Report by or to permitted or unpermitted 3<sup>rd</sup> parties. The Report is not and should not be construed as a recommendation to purchase or not purchase the Residence, nor used to determine the ResidenceBHTM's market value. The inspection and Report shall not operate as a warranty or guarantee of any type.

Excepting attorneysBHTM fees, costs and expenses as herein provided, the maximum liability of Inspector for any claims or damages arising out of or related in any way to this Agreement including, without limitation, for any breach, errors or omissions, negligence, or other damage arising at law or in equity shall be limited to the amount of the Inspection Fee and ClientBHTM's sole remedy shall be the refund of

said Inspection Fee without interest. Notwithstanding and in addition to the foregoing, Client shall, prior to bringing any lawsuit, claim or other action against Inspector, first notify Inspector of any claim and Inspector shall have no liability to Client whatsoever, whether arising in contract, tort, law or equity, if Inspector, after notification by Client, tenders a refund of the Inspection Fee to Client and Client thereafter brings any lawsuit, claim or other action against Inspector. Excepting a claim for payment of the Inspection Fee or other such fees and unless otherwise provided for to the contrary elsewhere in this Agreement, the parties waive and covenant to waive all claims for bodily injury, special, incidental, consequential, indirect or punitive damages and lost profits even if the other has been advised of the possibility of such damages. The validity, interpretation and performance hereof and any dispute connected herewith shall be governed by and construed in accordance with laws of the State of Arkansas excluding any conflicts of laws principles or rules therein. This Agreement shall be deemed partly or wholly performed in the county where Inspector's primary office is located; accordingly, any dispute arising out of or related hereto shall only be filed and venued in the courts located in said county and the parties irrevocably consent to personal jurisdiction and venue in the courts located in said county. Excepting a lawsuit or other action to enforce the indemnity provisions of this Agreement, the parties waive all rights to and covenant not to bring a lawsuit or other action arising out of or relating in any way to this Agreement more than 180 days after the earlier of the date this Agreement is signed by Client or Inspector performs the inspection. In the event it becomes necessary for either party to file a lawsuit or take any other action to protect or enforce its rights hereunder, the prevailing party shall recover from the other party actual attorneys' fees, court costs, damages and all reasonably related expenses incurred by the prevailing party in the course of such lawsuit or action and in addition to any other relief to which such party may be entitled. In addition to all fees assessed by Inspector's financial institution, Client shall pay Inspector a \$25 processing fee for all checks tendered by Client to Inspector which are dishonored for any reason by the institution upon which they are drawn. Client shall pay Inspector the lesser of five percent (5%) per month or the maximum amount permitted under the usury laws of the State of Arkansas for any late payment.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, and if such invalidity, illegality or unenforceability does not destroy the basis of the bargain between the parties, the remainder hereof shall remain in full force and effect, enforceable in accordance with its terms as if such provisions had not been included or had been modified as provided below, as the case may be. To carry out the intent of the parties as fully as possible, the invalid, illegal or unenforceable provision(s) shall be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable while retaining the basis of the bargain. If the parties using good faith cannot modify this Agreement to their reasonable satisfaction, then either party

may submit the Agreement to a court of competent jurisdiction for reformation and if such Court shall refuse to reform the Agreement, then such portion hereof shall be deemed stricken and the remainder shall continue in full force and effect.

**THIS AGREEMENT CONTAINS WAIVERS AND AFFECTS YOUR RIGHTS AND THE RIGHTS OF THE INSPECTOR**

The parties acknowledge and represent they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement or, alternatively, have had an opportunity to retain the services of independent legal counsel and have affirmatively elected not to; they have read, know and understand the contents hereof including all documents incorporated by reference; and they have voluntarily executed this Agreement. The parties acknowledge they have each had input into the drafting hereof or, alternatively, have each had an opportunity to have input into the drafting hereof and affirmatively elected not to; accordingly, in any interpretation hereof, this Agreement shall not be construed for or against either party, but shall be given a fair and reasonable interpretation based on the plain language hereof and the expressed intent of the parties. This Agreement constitutes the complete and exclusive statement the terms and conditions of the parties' BHTM agreement relating to the subject matter hereof and supersedes any and all prior and contemporaneous agreements or understandings, whether written or oral, that may exist between the parties with respect thereto. The parties hereby expressly disclaim and revoke all prior and contemporaneous agreements, comments, expressions and understandings, whether written or oral, that may exist between the parties with respect to the subject matter hereof. Except as otherwise specifically provided herein, no conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions hereof shall be binding unless hereafter made in writing and signed by the parties to be bound thereby, and no modification shall be effected by the acknowledgement or acceptance of documents containing terms or conditions at variance with or in addition to those set forth herein, unless such is signed by the party against whom enforcement is sought. The only representative authorized to execute any modification, amendment, addendum or waiver of the terms hereof on Inspector BHTMs behalf shall be Inspector BHTMs President, managing member or duly authorized manager, as the case may be, or if Inspector is an individual or sole proprietorship, then the Inspector. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, representatives, successors, and assigns.

*Mac Caradine*

Date

\_\_\_\_\_  
Client or Representative

\_\_\_\_\_  
Inspection Date:

**THIS FORM APPROVED BY THE ARKANSAS ASSOCIATION OF REAL ESTATE INSPECTORS FOR USE IN CONNECTION WITH INSPECTION OF RESIDENTIAL HOMES IN THE STATE OF ARKANSAS ONLY. THE DULY AUTHORIZED SIGNATURE OF THE INSPECTOR APPEARING HEREON CONSTITUTES A WARRANTY TO THE HOMEOWNER THAT SUCH INSPECTOR IS A CURRENT MEMBER OF THE ASSOCIATION. THIS FORM IS RESTRICTED AND LICENSED ONLY FOR USE BY CURRENT MEMBERS OF THE ASSOCIATION. USE BY ANY NON-MEMBER OF THE ASSOCIATION IS PROHIBITED AND SHALL INVALIDATE THIS AGREEMENT. MEMBERS OF THE ASSOCIATION SHOULD INSURE USE OF THE PROPER AND MOST CURRENT FORM. Page 2 of 2 Standard Form вЂ“ AR-918108 Arkansas Association of Real Estate Inspectors, Inc. B© 2008 ALL RIGHTS RESERVED**