

# Inspection Agreement

*This agreement was signed on 01/12/2025 (02:14PM EST). The signer's IP address was 107.199.87.39.*

1. PARTIES: For good and valuable consideration, the sufficiency of which is hereby acknowledged, Mr & Mrs Smart (hereinafter "Client") and Acutec Home Inspectors, Shawn Gregg LHI # 10724 (hereinafter "Inspector") agree as follows:



2. 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 and Inspector 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.

3. SUBJECT: Inspector agrees to conduct a non-invasive, limited visual inspection at:  
ADDRESS: 123 Main Street Small Town, La 70000.

The inspection shall be conducted on or about 01/01/2025 at 9:00 for an estimated fee of \$400. Payment is due in full, prior to the start of the inspection.

The price of this inspection is subject to modification if the structure or its conditions are found to be different than the general information used to determine the estimated fee.

4. CLIENT'S REPRESENTATIVE: Trusted Realtor

5. REPORT DELIVERY and DISTRIBUTION: The client agrees to allow the inspection report to be delivered to his/her representative or other persons associated with the real estate transaction for a limited, one time use. The report is not to be shared without written permission from the Inspector. If the Client does not agree to this, the Client must request in writing that the report be delivered only to the client, prior to the inspection.

The Home Inspection report will be exclusive intellectual property of the Inspector, Shawn Gregg of Acutec Home Inspectors, and is intended for a one time use by the Client named on the report. The report is copyright protected and shall not be duplicated or redistributed in whole or part without the written permission of the Inspector.

6. SCOPE OF INSPECTION: The inspection will be done in accordance with the Standards of Practice ("SOP") of the Louisiana State Board of Home Inspectors.

A copy of this SOP has been attached to this Agreement email. Here is a direct link to the SOP:

<https://lsbhi.state.la.us/wp-content/uploads/2024/06/Standards-2024.pdf>

This inspection is limited to only the systems and components, as set forth in these Standards of Practice, as agreed upon by the Client and the Inspector or expressly excluded in writing.

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, which are VISUALLY OBSERVABLE AT THE TIME OF THE INSPECTION. 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 by the Inspector. It is agreed that no claim shall be made against Inspector or Inspection Company for any verbal representations, which are inconsistent with or not contained in the Inspection Report. PLEASE READ THE REPORT CAREFULLY!

7. 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. Ensuring that the utilities are turned on for the inspection is the responsibility of the Client, Agent or Seller and extra charges will apply for return trips to the property. This inspection is limited to only those systems or components agreed upon by the client and the inspector. Any are 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 excluded from this inspection. Weather limitations may affect the extent to which the Inspector may inspect the property, especially in connection with the heating and air conditions systems. Wet crawl spaces or those with very low head room are not entered but are examined from the access hatch. Inspector enters attics if an access opening is readily accessible. The inspector will not enter any area of the property which he considers dangerous or when risk to the property is possible. 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.

Client agrees that if any system, component or area, which is determined at the time of the inspection, to be not readily accessible or unsafe will be excluded from this inspection. A partial inspection and partial report will be issued, and a partial refund or discount may be issued.

8. INSPECTION EXCLUSIONS: The following 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. Inspecting for, reporting on, or testing for the presence of asbestos, radon gas, lead paint, urea formaldehyde, contaminated drywall (sometimes referred to as "Chinese Drywall"), soil contamination, potentially dangerous chemical substances, mold, mildew, algae, bacteria, air quality, water quality or other potential environmental hazards in or around the building, materials, air or soil whether visible or concealed; however, if during the course of inspecting other components, the inspector discovers or suspects what appears to be evidence of potential mold or microbial growth, such evidence shall be reported;
5. Building code or zoning ordinance compliance or violation;
6. The adequacy of any design or installation process or recalls of any system, component or other feature of the subject property;
7. Structural stability, engineering analysis, geological stability or soil conditions;
8. A prediction of future conditions or life expectancy of systems or components; including the insurability of the home;
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 system or component excluded or not inspected or reported upon which is stated in the report or this agreement; 12. The internal conditions of air conditioning and heating systems or the adequacy, efficiency 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/ cargo lifts, thermostatic timer controls or dumbwaiters; 15. The insurability of the property; and 16. The grading of soil, exterior slabs, driveways, walkways or patio, or the potential for flooding or holding standing water, unless such grading affects the foundation of the home.

Electrical, Plumbing or mechanical systems that have been shut down are not inspected. In addition, if these systems do not respond to the normal controls, then the system cannot be activated or operated. The inspector does not examine any systems whose utilities are off.

9. NOTICE of WAIVER CLAUSE: Any claim arising out of or related to any act or omission of the Inspector in connection with the inspection of the property shall, be made in writing and reported to the Inspector within ten (10) business days of discovery and allow the Inspector a reasonable opportunity to re-inspect the issue giving rise to the claim before undertaking any repairs. Client agrees that a failure to comply with the terms of this paragraph shall constitute a waiver of such claim.

10. STATUE OF LIMITATIONS: Client must file any and all claims, complaints, etc. within one (1) year from the day of the original inspection.

11. LIMITATION OF LIABILITY: The Client agrees that total liability of the Inspector for any and all damages whatsoever arising out of or in any way related to this Agreement, Inspection or Report shall not exceed the fee paid to the Inspector hereunder.

The Inspector is considered an invited guest to the property by the Client or their Agent, who scheduled this inspection. The Client and/or their Agent holds responsibility for the property and all persons present during this Home Inspection. The Inspector will not monitor, guard or control any persons or their actions while at the property.

The Inspector holds no responsibility and will not be liable for the safety, health, comfort or any other conditions of the Client, Agents, Sellers or any other persons or pets present or affected by this Home Inspection. Protection from COVID and all other health or personal harm related risk are the responsibility of each party.

Electrical, mechanical or plumbing systems that have been shut down are not inspected. In addition, if these systems do not respond to the normal controls, then the system cannot be activated or operated. The inspector does not examine any systems whose utilities are off.

12. NO WARRANTIES: There is no express or implied warranty of any kind regarding the condition of the property or any of the systems or components contained therein, or as to the future performance or expected lifespan of any of the systems or components contained therein whether or not mentioned in the Inspection Report. This is a limited inspection only, and this Agreement, the Inspection and the Inspection Report do not constitute a general warranty, an insurance policy, a certification or a guarantee of any kind.

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 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.

13. **THIRD PARTY SERVICE PROVIDERS:** 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 or qualified 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. Inspector does not give specific recommendations of Third Party Service Providers. Client shall seek any recommended Service providers needed.

14. **DISPUTE RESOLUTION; BINDING ARBITRATION:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report or personal injuries, property damages, loss of use or other damages, shall be resolved in accordance with the Rules of the Construction Dispute Resolution Services. The parties shall select a mutually agreed upon arbitrator who is or has been a home inspector licensed by the State of Louisiana, whether the inspector's license is active, inactive or retired. 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.

15. **ATTORNEYS' FEES CLAUSE:** In the event that Client files suit in any civil court alleging claims arising out of this agreement, the inspection report or the services performed hereunder, without first proceeding to arbitration as required above, Client agrees to pay to Inspector, all costs, expenses, and attorney's fees incurred by Inspector, his agents, employees, or insurers to have the matter removed from civil court and directed to arbitration.

16. **SEVERABILITY CLAUSE:** If any provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. **RE-INSPECTION:** In the event that Inspector feels necessary to re-inspect any system or component, the re-inspection is also subject to all the terms and conditions set forth in this agreement. However, the return visit will be limited to a visual observation and verbal discussion regarding changes to specific concerns from the original inspection or report, which may not be modified. The client understands that it is beyond the scope of the Home Inspection, and that the inspector is not qualified to determine if any repairs, modification, etc. are proper, complete or up to current standards or codes. A separate fee, amount to be determined upon scheduling, will be due in full prior to the return visit.

18. **RIGHT TO CANCEL:** The purpose of this Inspection Agreement is to identify the terms and conditions of the Home Inspection scheduled between the Inspector and the Client. The Client agrees that the Inspector reserves the right to cancel the inspection at any time with no penalty, cost or obligation due to the Client. The Client reserves the right to cancel the scheduled inspection at any time prior to the start, for any reason, with no obligation due to the Inspector, however, any and all fees for card/ transaction services accrued will not be refunded. The Client agrees that once the Inspector starts the inspection, full payment will be due to the Inspector, even if the inspection is canceled, and/or no report is provided. A partial, incomplete may be issued.

19. **NEGOTIATED or SPECIFIC TERMS:** The shed will not be included in this inspection..

If any changes to this Agreement are requested, the changes shall be written in the area above, prior to signing and within 24 hours of receiving this agreement. All requested changes are subject to agreement by Inspector, indicated by an additional signature by Inspector next to each agreed change. If terms are not agreed by both parties, the Client has the right to cancel appointment and seek an alternate inspector.

20. NO RULES OF CONSTRUCTION: The parties acknowledge that each of them has had ample opportunity for their own counsel to participate in the negotiation and drafting this Agreement. Therefore, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.

21. BINDING ON OTHERS CLAUSE: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective spouses, heirs and successors.

22. INTERGRATION CLAUSE: This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement, excluding the Inspection Date, Time and Fee, may only be amended by written document duly executed by all parties and shall be construed and enforced in accordance with the law of the State of Louisiana.

23. NON-WAIVER CLAUSE: The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

24. DIGITAL-ELECTRONIC SIGNATURE: The parties hereto agree that, by clicking, signing, typing, or pasting their signature or initials in the space below, they hereby agree to conduct this transaction by electronic means and that their handwritten, clicked, typed or pasted signatures, and/or initials on this document bind both parties to the terms and conditions of this agreement, pursuant to LSAR.S. 9:2601, ET.SEQ. Client Understands that their IP address will be captured and will be legally binding, even in the event that no signature or initials are recorded, and agrees.

25. MOLD: The E.P.A. States that mold can be found almost everywhere. It is likely that mold is present in every house and therefore is probably present in this house to be inspected. Inspecting for and identifying mold are beyond the scope of this inspection and no mold test will be performed. For a complete evaluation of the indoor air quality of this structure and for mold testing, a qualified professional is recommended.

26. Please find a copy of The Louisiana State Board of Home Inspectors Standards of Practice and Code of Ethics attached to this Agreement. By signing below, you confirm that you have received a copy.

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**CLIENT OR CLIENT'S REPRESENTATIVE HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.**

Client E-Mail Address: shawn7217@yahoo.com

Client IP Address: 107.199.87.39

Client Full Name:

Client Initials:

Client Signature:

A large, stylized handwritten signature in black ink, appearing to read "Smart". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

**INSPECTOR'S SIGNATURE:**

Inspector Name: Shawn Gregg

Inspector Initials: SLG

Inspector IP Address: 107.199.87.39