

# QED Service Inspection Agreement

---

**THIS IS A LEGALLY BINDING CONTRACT - PLEASE READ IT CAREFULLY**

---

Address: , ,

Report Number: sample

## VISUAL INSPECTION DEFINITIONS AND LIMITATIONS:

1. The Customer understands and agrees that this Agreement is a part of the Inspection Report and acceptance of or payment for the Inspection Report by the Customer will confirm this agreement, even if Customer was not present at the inspection and/or has not signed this agreement.
2. The Customer understands that the report and any information therein is intended for the sole use of the Customer and shall not be used in lieu of any required Transfer Disclosure Statements and shall not be disclosed to any person or persons other than the principals associated with this single transaction.
3. Nothing in the report, and no opinion of the Inspector, should be construed as advice to the Customer to purchase, or not to purchase, the property. The marketability or market value of the property, or the advisability or inadvisability of purchase of the property is not part of the home inspection.
4. The Visual Inspection Service is performed in accordance with the Standards of Practice as published by the Louisiana State Board of Home Inspectors (LSBHI) and American Society of Home Inspectors (ASHI). A copy of the LSBHI standards of practice and code of ethics are provided with customers inspection report copy. According to these standards, the inspection is intended to provide an opinion, through observation, as to the apparent general condition of a building's components, systems or parts thereof, including the identification of significant observable deficiencies therewith, as they exist at the time of the inspection. The observation is limited to a visual survey of certain fixed components and systems of a property.  
Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls or wall coverings, floors or floor coverings, ceilings, furnishings or any other thing, is NOT included in this inspection. Customer agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection.
5. The following are NOT included in the inspection
  - Latent or concealed defects, including, but not limited to, those in wall, slab or under ground, also those behind or under personal items that are present at time of inspection.
  - Environmental hazards or conditions, including, but not limited to, toxic, reactive, combustible, or corrosive contaminants, wildfire, odors, noise, flood potential, electromagnetic fields, underground storage tanks, asbestos, radon gas, lead paint, urea formaldehyde, PCB's, water or air quality, the proximity to toxic waste sites, or other environmental or health hazards, soil contamination, potentially dangerous chemical substances, mold, mildew, algae, bacteria, or other potential environmental hazards;
  - Structural, geological, soil or hydrological stability or soil conditions, survey, engineering, analysis or testing,
  - Permit research or validation, code, installation or zoning violations
  - The examination of conditions related to animals, rodents, insects, wood destroying insects, organisms, mold and mildew, or the damage caused thereby
  - Radio controlled devices or low-voltage systems or relays, remote control devices, garage door openers, automatic gates
  - Security or intercom systems, alarms
  - Elevators, lifts or dumbwaiters
  - Thermostatic, time clock or photoelectric controls
  - Water softener or purifier systems
  - Furnace heat exchangers, solar heating systems, fireplaces, chimneys or flues, and freestanding appliances  
The adequacy of any design or installation process of any system, component or other feature of the subject property;  
A prediction of future conditions or life expectancy of systems or components;  
The causes of the need for repair, or the methods, materials and costs of a repair;
  - Window coverings  
Detached buildings, walkways, driveways, fencing, swimming pools, spas, underground plumbing or sprinklers, water softener/purifier, and other components or structures not attached to the premises, unless specifically agreed upon in writing by both parties;
  - The examination or operation of any sewage disposal system or component including, but not limited to, septic tanks, cesspools, and/or any underground system or portion thereof, or ejector pumps for rain or waste
  - Landscape or farm irrigation systems
  - The condition and/or irrigation of trees, shrubs or vegetation of any kind;  
Any item excluded or not inspected or reported upon in the report;  
The internal conditions of air conditioning and heating systems or the adequacy of air flow, duct work and insulation;
  - Any item which is hidden from view or impractical to test;  
The insurability of the property;  
The grading of soil or the potential for flooding or holding standing water.
  - Any system or component not listed in the Standards of Practice of the Louisiana State Board of Home Inspectors or

the American Society of Home Inspectors as an observation requirement

• Any system or component, condition, or application noted in the report as not inspected, not determined, or not reported on

6. The Uniform Building Inspection Report utilizes referenced narratives corresponding to items listed on computer generated findings pages. You must read the narratives in the accompanying manual corresponding to each item on the findings pages to have read the entire report. The Customer agrees to read the entire report. The Customer agrees to immediately contact the Inspection Company for copies of any pages found to be missing from any part of the report.

7. The report, including the use of signifying letter codes, is the professional opinion of the Inspector, based on the accessibility of the certain fixed components surveyed. Without dismantling parts of the building and/or its components, and without full use of all utilities, the Inspector may extrapolate conclusions which cannot be confirmed during the inspection.

8. The Inspection Company does not offer any warranty or insurance for the Customer or any other person in connection with the Inspection Report. **THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, OF THE INSPECTION SERVICE OR INSPECTION REPORT.**

9. Notice Requirements: The Customer agrees that any claim alleging Inspector's failure to accurately observable defective condition of the subject condition of the subject property shall be made in writing and delivered to the Inspector within ten (10) business days of discovery. Customer further agrees that, with the exception of emergency conditions, neither customer, nor anyone acting on customer's behalf, will make alterations, modifications, 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 customer, exclusive of weekends and holidays. Customer 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. The Customer agrees to submit to the Inspection Company, in written form, any claims or complaints prior to taking any action thereupon. Any legal action or proceeding of any kind, whether sounding in tort or contract, against the Inspector/Inspection Company or its officers, agents, or employees, must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred.

10. **ARBITRATION:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, ( EXCEPT for non-payment of the inspection fee), 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 or inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the American Arbitration Association. 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 cost. The decision of the Arbitrator appointed thereunder shall be final and binding and judgement of the Award may be entered in any Court of competent jurisdiction.

11. **LIMITATION OF LIABILITY:** The liability of Inspector (its principals, agents, employees, successors in interest, of affiliates) for errors and omissions in the inspection and report is limited to a refund to the customer of the fee paid for the inspection and report. Customer 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. Customer 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 customer to engage the services of any of the above referenced specialized contractors or engineers for the purposes of subject property, shall relieve Inspector from any liability to customer for the inspection and report of those components, systems, or structures. To the extent allowed by law, it is understood and agreed by and between the parties hereto that the Michael Burroughs/ QED Service is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by the Inspector/Inspection Company in the performance of its limited visual inspection and production of a written inspection report as described herein, that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services, and a resulting loss that the Inspector/Inspection Company's and its officers,' agents,' or employees' liability hereunder shall be limited and fixed in an amount equal to one hundred percent (100%) of the inspection fee, as liquidated damages, and not as penalty, and this liability shall be exclusive.

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

13. SEVERABILITY: Customer and Inspector agree that should a court of competent jurisdiction determine and declare any portion of this contract is void, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

SUBSEQUENT TO HOME INSPECTION: Customer has excuted this agreement subsequent to the home inspection and Initials hereby Agrees to be bound by the terms and conditions of this agreement. \_\_\_\_\_

**The Fee for the Visual Inspection and Report is:**

**TECHNICAL (IN DEPTH) INSPECTION DEFINITIONS AND LIMITATIONS:**

The Technical (in-depth) Inspection Service is available at an additional cost of \$5.00 per square foot of building area plus the Visual Inspection base fees. The Technical Inspection objectives are the same as those of the visual inspection except that the Technical Inspection excludes only those items listed below. The Technical Inspection Service is performed by specialists in certain fields and is concluded when the findings of each contractor/technician have been delivered to, and compiled by, the Inspection Company. Performance of the Technical Inspection Service certifies that all defects, existing at the time of the inspection, and which adversely affect the serviceability of the inspected components and systems, will be identified. Defects existing at the time of the inspection which were not disclosed in the inspection reports will be corrected by the inspection company or its agents at no cost to the customer. Toxic soils, water and air quality, environmental and/or health hazards, site stability, the condition of any and all vegetation, and other exclusions listed below are not included in the Technical Inspection.

Additional Exclusions of the Technical Inspection Service: None  
**I do desire the Technical Inspection Service. (initials)** \_\_\_\_\_

**I do not desire the Technical Inspection Service and I understand that this is not a technical or in-depth inspection. (initials)** \_\_\_\_\_

Customer: \_\_\_\_\_ (sign) \_\_\_\_\_ Date: \_\_\_\_\_

INSPECTION COMPANY: QED Service, a Sole Proprietorship Louisiana Home Inspector License # 10044

INSPECTOR: Michael Burroughs (sign) \_\_\_\_\_ Date: \_\_\_\_\_