

Contract and Authorization of Service

Address: _____ Fee: _____

Date & Time ("inspector"): _____ Start: _____ Finish: _____

Weather Conditions ("Inspector"): _____

In consideration of the mutual covenants and agreements set forth herein,

_____ ("Client") agrees as follows:

1. SCOPE OF SERVICES: The home inspection report issued by Home Inspector is intended to be a standard evaluation, based on a visual inspection only, of the overall condition of a specific building ("Property") and is intended to be a tool to inform Client of factors to consider in their potential purchase or sale of the Property. . Home Inspector's reports are considered to be observational in nature only and do not represent further analysis, investigation, or inspection that may require removal, alteration, or modification of the Premises or items therein. Destructive testing / dismantling is not performed; therefore, Home Inspector can only convey to Client what was clearly visible at the time of the inspection. The specific date, time, and weather conditions are listed in the inspection report. The purpose of the inspection is to determine that the systems, components or items are performing their function without apparent major deficiencies, in the opinion of the inspector(s).

The report issued by Home Inspector is not intended to be in-depth, all encompassing, technically exhaustive, invasive or destructive, for governmental regulation or code compliance, concerned with current or future habitability, and is not an attempt to detect and report all deficiencies present. The report shall not constitute a warranty, guarantee, or assurance of the condition of the Property and shall not quote or reference applicable building codes or compliance therewith. Additionally, the information contained in the report cannot be used as an appraisal of the Property. Our inspection reports do not contain items typically found on a Heating/AC or CL-100 inspection nor do our inspection reports address potential mold or mildew that may be present in or at the Property.

By signing below, Client understands and acknowledges that Palmetto Coast Home Inspection's inspection of the Premises is a non-invasive examination of the exposed view of the Property and those components which are readily observable, readily accessible, and present at the time of the home inspection. Inaccessible areas are defined as being concealed by: household goods, furniture, appliances, locked rooms, rugs, draperies, finished floors, ceilings, walls, stored goods, insulation, automobiles, equipment, debris, vegetation, etc. The inspector is not required to enter areas with temperatures above 120 degrees F., where the headroom is less than three (3) feet in height, or that may contain conditions or materials that could be hazardous to the inspector's health.

Hidden conditions may exist that do not present themselves at time of inspection. Home Inspector shall not report and is not obligated to report concealed defects or defects that appear at or in the Property after the home inspection has been conducted. It may be an obligation of the Seller to disclose any defects that are not exposed to plain view and the client should inquire of the Seller as to

any hidden, concealed, or unknown defects that are not readily observable by the home inspector. This inspection will not reveal intermittent occurrences, hidden piping, small flaws in chimney flue liners, integrity of unexposed wire connections, pest existence, presence of mold and/or mildew, etc.

Only basic operational testing of certain "built in" kitchen appliances is performed (dishwasher / range / microwave / garbage disposal); other than running a dishwasher through a full cycle, when feasible, equipment is only briefly turned on. Evaluation of timers and other controls is not performed and no determination is made regarding the performance of appliances, such as how well an oven maintains a temperature, or how well a garbage disposal grinds and disposes of waste materials, etc.

It is highly advised that the client seek a professional licensed contractor for any repairs needed to correct defects found in the report.

The following items explain the terms and conditions between Palmetto Coast Home Inspections and the client. By signing this agreement, you are entering in to a legal binding contract with Palmetto Coast Home Inspections. Palmetto Coast Home Inspections will not begin inspection of building without the completion of all places of initials, signatures, and dates.

Initials: _____

2. PAYMENT: Payment in full is due upon completion of the inspection. No written report will be issued until full payment is received. Client agrees that if Client fails to pay the agreed-upon fee for the inspection or if Client makes any claim against Home Inspector and Client fails to prove such claims, Client will pay all reasonable attorney's fees, arbitrator's fees, legal expenses, and costs incurred by Home Inspector in any action for the collection of the fee for the inspection or in defense of the claim.

Initials: _____

3. OBLIGATIONS OF CLIENT AND/OR CLIENT'S AGENT:

a. Prior to Inspection: Client and/or Client's agent shall notify Palmetto Coast Home Inspections of any safety concerns involving but not limited to, utilities, structural, and/or biological risks, defects, and/or unsafe conditions at the Property. Client and/or Client's agent shall have express authorization from Seller, Property owner, and/or Seller's agent permitting Palmetto Coast Home Inspections to conduct a standard home inspection on the Property. Client shall indemnify, defend, and hold harmless Palmetto Coast Home Inspections, its officers, directors, agents, employees, and/or independent contractors from any claims by Seller, Property owner, and/or Seller's agent from claims of trespass, nuisance, and/or invasion of privacy. It is the responsibility of Client and/or Client's agent to make arrangements for all utilities be turned on and appliances to be activated prior to inspection.

Initials: _____

b. Time of Inspection: If Client and/or Client's agent participates in the home inspection, Palmetto Coast Home Inspections shall not be liable for any personal injuries, property damages, or any other damages inflicted on Client, Client's agent, or Property. Client and/or Client's agent shall remain solely liable for all personal injuries, property damages, and/or other damages to Property. Client understands and agrees the inspection report is a visual examination of the Property based on

conditions existing on the specific day, time, and weather conditions. Home inspection reports issued on varying days, times, and/or in different weather conditions may result in inconsistent conclusions due to weather conditions, integrity of the structure, time of day, biological impediments, and accessibility, among other conditions and circumstances. Inspector is only responsible to report readily available visual examinations that do not jeopardize safety and/or integrity of inspector and/or Property.

Client shall not and hereby waives any claim, cause of action, or allegation of negligence arising out of or from Palmetto Coast Home Inspections should hidden and/or concealed defects are found at or in the Property. Such defects are expressly outside of Palmetto Coast Home Inspection's report. Palmetto Coast Home Inspections is not obligated to return to the Property after home inspection is completed to check any utility or appliance that was not turned on and activated prior to license home inspectors arrival unless otherwise agreed-upon by Palmetto Coast Home Inspections and Client. If any utility is turned on by reputable company it is not permitted that Palmetto Coast Home Inspections turn on any pilots, mains, etc. Client understands that the inspection of a roof is principally based on condition and leaks may go unnoticed due to a variety of conditions. The home inspector is not accountable to report items that do not present themselves at time of inspection.

Initials: _____

c. Post-Inspection: Client agrees to not hold Palmetto Coast Home Inspections liable for any damages, expenses, including, but not limited to attorneys' fees and costs, which are or may be involved in defending any claim asserted by a third party against Client based upon the services performed by the home inspector under this contract and/or conclusions contained in the report.

Initials: _____

4. CONFIDENTIALITY: The content of the report issued by Home Inspector is confidential and shall not be disclosed by Home Inspector to any other party without Client's express approval and authorization. Client agrees any report issued by Palmetto Coast Home Inspections and information contained therein is intended only for their benefit and education of the Client and cannot be sold to a third party at any time. Neither the contents of the report nor any representations made herein are assignable by Client without the express written consent of Home Inspector. .

Initials: _____

5. INDEMNIFICATION: Client agrees to indemnify, fully protect, defend, and hold harmless the home inspector(s), Palmetto Coast Home Inspections, including its officers, directors, agents, independent contractors, and other persons or entities acting for or on behalf of Palmetto Coast Home Inspections, from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature, in law and in equity, that may be sustained by or made by other parties as a result of or arising from the inspection.

Initials: _____

6. LIMITATION OF LIABILITY: Client understands and agrees that the inspection report is limited to a standard visual inspection of the readily accessible areas of the Property.

In the event a claim ensues from or arising out of the inspection, Client shall provide written notice to Home Inspector within six (6) months from the date of inspection, regardless of when Client discovers

or is on notice of the alleged claim. No repairs or replacements may be made and claimed without granting Palmetto Coast Home Inspections an opportunity to inspect the items before the repair or replacement has been made. Home Inspector and its agents shall have the right to inspect the alleged conditions within a reasonable period of time after receipt of notice from Client.

Client hereby agrees and understands that the maximum liability to Home Inspector for errors and omissions in the inspection shall be limited to the fee paid for the inspection. Home Inspector assumes no liability for any damage to the inspected property caused by the Client or for any injury to Client or Property which occurs during the inspection.

Initials: _____

7. GOVERNING LAW: This Contract is entered into in the State of South Carolina, and the Parties hereby agree that it shall be construed and interpreted in accordance with the laws of South Carolina.

8. MODIFICATIONS: This Contract may not be altered, amended or modified, except in a suitable writing signed by the Parties.

9. SEVERABILITY/ENFORCEMENT: If any provision of this Contract is held to be unenforceable, said holding shall not affect the enforceability of any other provision of the Agreement.

10. ACKNOWLEDGEMENT:

I hereby agree and acknowledge that I have read the foregoing agreement carefully, fully understand its terms, have consulted with an attorney of my choosing or have had the opportunity to do so, fully understand the terms of this agreement, and am entering this agreement voluntarily, of my own free will, and have adequate mental capacity to bind myself to contractual obligations.

Client Signature: _____ Date: _____

Print Name: _____

Report will be sent to the email provided here: _____

As provided above, your report is confidential. If you wish to authorize us to reveal inspection findings to others (when requested) please include authorized persons. **If you want your real estate agent to receive a copy of the report, you must print the agent's name and address, below:**

Authorized Persons: _____

Address of Other Authorized Person: _____

Agent's Name: _____ Phone Number: _____

Company, if any, and Address: _____