

# Ocean Breezes Home Inspections, LLC

## Real Estate Visual Home Inspection Agreement

513 Heartland Ct. Murrells Inlet, SC 29576

(email to [oceanbreezeshi@gmail.com](mailto:oceanbreezeshi@gmail.com))

Property to be inspected: \_\_\_\_\_

Client's name: \_\_\_\_\_

Phone number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

Realtor Name and Phone number: \_\_\_\_\_

Attorney name and closing date: \_\_\_\_\_

This agreement is made between and entered into by Ocean Breezes Home Inspections, LLC, hereinafter referred to as "Inspector" and the above mentioned customer(s) hereinafter referred to as "client". In consideration of the promise and terms of this agreement, Inspector and Client agrees as follows:

### Limitation OF Liability

As held by the Supreme Court of South Carolina in Gladden v. Boykin, 402 S.C.140, (2013):

It is understood and agreed that should inspector be found liable for any loss or damages resulting from a failure to perform any of its obligations pursuant to any aspect of the inspection or this agreement, including but not limited to negligence, breach of contract or otherwise, the liability of the inspector and/or agents or employees shall be limited to a sum equal to the amount of the fee paid by the Client for this inspection report.

Client agrees and acknowledges that the mentioned sum is the sole and exclusive remedy of the Client. Client further agrees to pay all legal expenses/attorney's fees and reasonable compensation for the loss of time that may be incurred by Inspector as a result of any legal action by the Client where the Client seeks to recover any amount more than the sum equal to the fees paid by the Client for this inspection report.

Inspector shall perform a visual home inspection of the property set forth above, as agreed. Client understands that a home inspection at herein is a visual observation, with limited use of mechanical instruments and of readily accessible areas of the building, according to the States Standards of Practice. The inspection is intended as a general guide to help the Client make his/her own evaluation of the overall condition of the home. The inspection expresses the professional opinion of the Inspector at the time of the inspection only and expresses no warranty or guarantee against defects in the structure. Inspector does not grade quality of construction or report normal wear and tear. Major, Minor, and Safety concerns should further be evaluated by a structural engineer and/or a residential builder.

Client understands the Fees are not contingent on the final sale of the home and are due at time of service. In the event that Client, Realtor, and Inspector agree payment is to be made out of Escrow it is agreed to be made at time of service. If payment is not received within 30 days of the inspection, a late fee of \$75.00 a month will be assessed for each month period after the date of the original inspection report.

Client understands this is NOT an Engineer's inspection/report nor an Environmental, Hazardous to Health, or Safety inspection/report. The report that will be prepared by the Inspector is NOT a compliance inspection or certification inspection or certification for past/present government codes or regulations of any kind. This inspection is not intended to be technically exhaustive. This inspection does not in any way represent a commercial inspection or an inspection to qualify for commercial purposes.

Third- Party Indemnification: This inspection and report is not intended for the use or benefit of anyone other than the Client listed above and Client agrees that he/she will not provide the report or any results of the inspection to any party. No third party shall have any right arising from the inspection or this report.

Client agrees for the inspector to release the inspection report and any and all billing activity associated with the inspection to any real estate agency that is participating in the purchase/sale of the inspected property.

Discovery of problems: The Client agrees to notify inspection company in writing of any complaints or items in question within 14 days of discovery and to allow the inspection company and the inspector access to the property to evaluate these items before corrective action is taken. Immediate repair should be made in life threatening situations. In other than life threatening situations, Client failure to permit the inspection company to re-inspect the items in issue shall mean the Client has waived any claim against the Inspection Company and inspector(s) with respect to that item. If original condition, structure, component, unit, or element has changed, removed, worked on, etc... from the original date/time of inspection that changes the Inspectors original visual inspection view voids any claim made in that specific area, location, component, unit or structure. In no event shall any action be brought against the Inspection Company or inspector(s) for a breach of this agreement at any time beyond six (6) months after the date of the inspection and this agreement.

By signing below, the parties acknowledge that they have had the opportunity to read all three (3) pages of this contract, that Client will read the report and all disclaimers attached with the report before purchasing the property, that Client understands the terms and conditions herein and that Client agrees to be bound by these terms and conditions and to pay the inspection fee.

Acceptance and understanding of this agreement are hereby acknowledged:

Fee: \_\_\_\_\_

Client Signature: \_\_\_\_\_

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