

Above Grade Home Inspection Services, L.L.C.  
Inspection Agreement

CUSTOMER

INSPECTION LOCATION

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY/STATE/ZIP: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

INSPECTION DATE: \_\_\_\_\_

TOTAL FEES: \$ \_\_\_\_\_

Our inspection is limited to readily accessible areas of this building, in accordance with terms and conditions contained in the INSPECTION AGREEMENT, which is a part of this document and incorporated within. Please read the remarks printed on each page of our report and call us for an explanation of any aspect of the report you do not understand.

INSPECTION AGREEMENT  
(Please Read Carefully)

ABOVE GRADE agrees to conduct an inspection for the purpose of informing the customer of major deficiencies in the condition of the property. The inspection will be performed in accordance with the regulations adopted by the Department of Consumer Protection and the Connecticut Home Inspection Licensing Board. This inspection and report is performed and prepared for the sole, confidential and exclusive use and possession of the customer.

It is understood and agreed that this inspection will only include readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from the inspection. Equipment, items and systems will not be dismantled. Only non-intrusive testing will be performed. Maintenance and other items may be discussed, but they are not part of our inspection. The report is not intended to assign responsibility to any party for replacement or repairs of items inspected.

The parties agree that ABOVE GRADE, and its employees and agents, assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. The inspection and report are not intended as, or to be used as, a guarantee or warranty, expressed or implied, regarding the adequacy, performance or condition of any inspected structure, items or system. ABOVE GRADE is not an insurer of any inspected conditions.

If you have any complaints about the inspection, you must notify us in writing within 7 days after you discover any problem and let us re-inspect before changing the condition of the item, except in emergencies, of course. If the repairs are made before the inspection company re-inspects the problem, then any claims against the inspection company's failure to adequately inspect such items is waived.

No suit or action shall be brought against the inspection company by any third party at any time beyond 1 year after the accrual of the cause of the action itself. If someone other than the client who ordered this inspection shall make any claim or file any lawsuit against the inspection company for failure of its services hereunder in any respect, the client agrees to indemnify, absolve and hold harmless the inspection company from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

Should a party make any claim or file any lawsuit against the inspection company, such party shall pay all damages, expenses, costs and attorney fees of the inspection company if the complaining party does not win.

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

Payment is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments.

Acceptance and understanding of this agreement are hereby acknowledge:

\_\_\_\_\_  
Company Representative                      Date

\_\_\_\_\_  
Customer    Date