



"We Inspect Your Home as if it were Our Own."

INSPECTION AGREEMENT

THIS AGREEMENT LIMITS OUR LIABILITY - PLEASE READ IT CAREFULLY

Client: _____ Inspection Date: _____

Property Address _____

This Inspection Agreement (the "Agreement") is made this _____ day of _____, 201____, by and between Inspect Hawaii, LLC ("Company") and _____ ("Client"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Client agree as follows:

1. For the sum of \$_____ (the "Inspection Fee") paid by Client to Company on or before the date of the inspection, Company will (a) perform a limited, non-invasive, visual inspection of the readily accessible installed systems and components of the property located at _____ (the "Residence") as such systems and components exist at the time of the inspection (the "Inspection") and (b) prepare a report setting forth Company's findings (the "Report"). The Report is only supplementary to any required seller's disclosure.

Unless otherwise noted in this Agreement or not possible, Company will perform the Inspection in accordance with The Standard of Practice for Home Inspections and the Code of Ethics for the Home Inspection Profession established by the American Society of Home Inspectors ("ASHI SOP") found at www.ashi.org. A copy of the ASHI SOP will be included in the Report. This Fee is for the Inspection and Report, and payable at the time of the inspection. If payment received more than 14 days after the date of inspection, there will be a late payment penalty in the amount of \$50.00 and will accrue interest at the rate 1.5% monthly (18% per annum) from the date of delinquency until paid. The Client also agrees to pay all attorney fees and associated costs for the Company to collect the amount due. Remedy for non-payment shall be adjudicated in small claims court.

2. **No Warranty or Guarantee:** The Inspection and the Report are not intended; nor shall they be used or treated by the Client or anyone else, as a guarantee or warranty expressed or implied, regarding the adequacy, performance or condition of any aspect of the Residence. The Client acknowledges and agrees that the Company is not an insurer of any inspected or non-inspected conditions at the Residence. Company shall not be liable to Client for any special, incidental, or consequential damages. The Client acknowledges that the Company has explained that home warranty plans are available which offer valuable protection against certain unforeseen repair expenses.

3. **Limitation of Liability:** Client agrees that the total liability of Company for any and all damages whatsoever arising out of or in any way related to this Agreement and/or the Report, including, without limitation, damages resulting from Company's negligence and/or costs relating to repairing or correcting any defect currently existing or arising in the future, shall not exceed the Inspection Fee paid to Company hereunder.

4. **Confidentiality. No Third-Party Beneficiaries:** The Inspection and Report are being conducted and prepared for the sole, confidential, and exclusive use of Client. Client gives Company permission to discuss Company's observations with third parties such as real estate agents, owners, and repair persons. However, Company is not responsible for use or misinterpretation of the Report by these or other third parties, and third parties who rely on it in any way do so at their own risk and release Company, its agents, employees, officers, independent contractors, and representatives, from any liability whatsoever. Client covenants and agrees to indemnify, defend and hold Company, its officers, agents, employees, independent contractors, and representatives, harmless from and against all claims, losses, damages, liabilities, fines, penalties, causes of action, demands, and judgments, of whatever nature, including reasonable attorneys' fees, brought by a third party against Company arising out of or in any way connected with Client's distribution of the Report. The Company shall hold the copyright to the Report.

5. Notice and Waiver: Any claim arising out of or related to any act or omission of the Company in connection with the inspection of the Residence shall be made in writing and reported to the Company within fourteen (14) days of discovery. The Company shall have fourteen (14) days to re-inspect the issue giving rise to the claim. The Company must be allowed access to the Residence to evaluate the issue before any corrective action is taken by Client. After notifying the Company in writing within the time period set forth above, Client may also contact a qualified specialist to make further inspections or evaluations of the issue giving rise to the claim; provided, however, Client agrees that any repairs or corrective action taken without consultation with Company shall constitute a waiver of such claim and shall relieve Company of any and all liability.

6. Waiver of Statute of Limitations: 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 Agreement or arising out of, from or related to the Inspection and Report shall be commenced within one (1) year of the date of the Inspection, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

7. 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 Agreement or arising out of, from or related to the Inspection shall be submitted for final and binding arbitration under the Rules and procedures of the American Arbitration Association. Client agrees to pay all required filing fees. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any court of competent jurisdiction.

8. Choice of Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Hawaii.

9. Duty to Defend and Indemnify: To the fullest extent permitted by law, the Client shall defend and indemnify and hold harmless the Company and any consultants, agents and employees of any of the same, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Inspection, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, to the extent caused by the negligent acts and omissions of the Inspector, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This duty to defend and indemnify the Inspector shall arise at the inception of any litigation bringing forth or sounding legal claims or factual allegations regarding allegedly deficient Inspection, respectively, against Inspector. Inspector's tender of defense is not required.

10. Attorney's Fees: In the event that any person brings a suit in any civil court alleging claims arising out of this agreement or the services performed here under, the Client agrees to pay to the Inspector all litigation and expert costs, expenses, and attorneys' fees incurred by the Inspector, his agents, employees, insurer in defense of such a suit. This duty to defend the Inspector shall arise at the inception of any litigation bringing forth or sounding legal claims or factual allegations regarding allegedly deficient Inspection, respectively, against Inspector. Inspector's tender of defense is not required for this duty to defend Inspector to arise.

11. Amendment of the Report: The Inspector or Company reserves the right to amend, modify or update the inspection report to further explain and /or clarify information and findings in the report for up to 72 hours after the Inspection.

12. No Recordings: The Inspector has the right to prohibit audio and video recordings of the Inspection.

13. Pro-Rated and Show-Up Fees: The Inspector has the right to stop the Inspection at any time for cause. Any fee paid may be prorated for return. Shall the Inspector show up for a scheduled inspection and for any reason beyond his control, the Inspector cannot complete the home Inspection, a "show up Fee" of one half of the Inspection fee shall be billed and payable in addition to the standard Inspection fee.

14. **Severability:** If a court of competent jurisdiction determines that a portion of this agreement is void or unenforceable the remaining provisions shall remain in full force and effect.

15. **Binding on Successors:** This Agreement and the covenants and conditions contained herein shall apply to, and be binding upon or inure to, the administrators, executors, legal representatives, heirs, assignees, successors, agents and assigns of the Parties hereto.

16. **Construction:** This Agreement shall not be construed against the Party preparing it but shall be construed as if all Parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one Party.

17. **Modification:** This Agreement may only be amended by a written document duly executed by all parties.

18. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one agreement to be effective as of the date first above written. Photocopies or facsimile copies of executed copies of this Agreement may be treated as an original.

19. **Severability:** The Parties agree that if any provision of this Agreement should become inconsistent with present or future law having jurisdiction over and otherwise properly governing the subject matter of the provision, such provision shall be deemed to be rescinded or modified in accordance with any such law. In all other respects, the Parties agree that the other provisions of this Agreement shall continue and remain in full force and effect.

20. **Confidentiality:** The Parties agree that the terms of this Agreement shall remain confidential and shall not be disclosed to anyone not a Party to this Agreement, other than legal and accounting professionals who are or may be retained by any of the Parties, and who will also be instructed by the Parties to adhere to the same confidentiality agreement, and except to the extent such disclosure is expressly agreed to in writing by the non-disclosing party or is otherwise required by law or the Court.

21. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations.

22. **Non-Waiver:** 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 Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

The undersigned have reviewed this Agreement, understand its contents, and agree to the terms and conditions contained herein.

_____	_____	_____	_____
Client Name (Print)	Date	Inspect Hawaii, LLC	Date
_____	_____	_____	_____
Client Signature	Date	Inspector Signature	Date

