



AGREEMENT FOR HOME INSPECTION SERVICES

Client's Name:
Service Appointment Number:
Inspection Address:

THIS AGREEMENT made on [date] by and between Arkansas HomeTech Inspections, Inc. (hereafter called the "Company") and [Client's Name] (hereafter called the "Client").

Please read this agreement carefully.

1. This inspection of the subject property shall be performed by the Company for the Client in accordance with the American Society of Home Inspectors, Inc. (ASHI) [Standards of Practice and Code of Ethics](#).
2. The purpose of this inspection in accordance with the ASHI Standards is to identify and disclose visually observable major deficiencies of the inspected systems and items at the time of the inspection only. Detached buildings are not included.
3. This inspection is not intended to be technically exhaustive nor is it considered to be a GUARANTEE OR WARRANTY, expressed or implied, regarding the conditions of the property, items and systems inspected and it SHOULD NOT be relied on as such. Neither the company nor its inspector shall be held responsible or liable for any repairs or replacements with regard to this property, systems, components or the contents therein. Company is neither a guarantor nor insurer.
4. The inspection and report DO NOT address and are NOT INTENDED to address the possible presence of or danger from asbestos, radon gas, lead paint, urea formaldehyde, soil contamination and other indoor and outdoor pollutants; toxic or flammable chemicals; water or airborne related illness or disease; rodents, termites, and other insects; and all other similar or potentially harmful substances and conditions. The client is urged to contact a competent specialist if information, identification or testing of the above is desired.
5. This inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the Client. The Company assumes NO responsibility or liability to any third parties in connection with the inspection or report. The report is non-transferable.
6. Any controversy, dispute or claim arising out of or relating to this agreement, the breach thereof, or to the services provided must be brought within one (1) year from the inspection date or will be deemed waived; and pursuant to this agreement shall be resolved and settled by final and binding arbitration in accordance with the rules of the American Arbitration Association. Within thirty (30) days of notice being served that one party desires to arbitrate a dispute or claim, then each party will select an arbitrator, and the two chosen arbitrators will select a third arbitrator. The costs of the arbitration will be equally split between the parties. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In making its determination, the arbitrators shall use as the accepted standard against which the inspection shall be judged the protocol of the ASHI standards of practice and code of ethics. By agreement herein, no settlement in favor of the client shall exceed ten times the inspection fee. The successful party in the arbitration shall pay the other party's costs and reasonable attorney's fees incurred in pursuing the arbitration and in enforcing the arbitrators' award.

7. The inspection service is conducted at the property. The physical on-site inspection of the property is a valuable information exchange between the Company and Client. Any particular concern of the Client must be brought to the Company's attention before the inspection begins. The written report will not substitute for Client's personal presence during the inspection. It is virtually impossible to fully profile any building with any reporting system. Unless Client attends and participates in the inspection process itself, the Client will have no chance of gaining all offered information. Company strongly encourages Client's attendance and participation. Almost all Clients find accompanying the Company's inspector an invaluable learning experience. As a result, most are better able to understand the inspection results.

The undersigned have read, understand and accepted the terms and conditions of this agreement and agree to pay [Inspection Fee Amount].