

HOME INSPECTION AGREEMENT

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This Home Inspection Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[INSPECTOR / COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE] [and licensed home inspector, license no. [LICENSE NO.] where required], with an address at [INSPECTOR ADDRESS] (the "**Inspector**"); and

[CLIENT LEGAL NAME], with an address at [CLIENT ADDRESS] (the "**Client**").

The Inspector and Client are each a "**Party**" and together the "**Parties**."

Recitals. The Client wishes to retain the Inspector to perform a visual, non-invasive inspection of the residential property located at [PROPERTY ADDRESS] (the "**Property**") to help the Client understand the general condition of the Property at the time of the inspection. The Inspector wishes to perform the inspection on the terms below, which define the scope and the important limitations of the inspection. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of the Inspection

1.1 Nature of the inspection. The Inspector will perform a visual, limited, non-invasive inspection of the readily accessible systems and components of the Property and will provide a written report (the "**Report**") describing material defects observed at the time of inspection.

1.2 Standards. The inspection will be performed in general accordance with [the applicable state requirements and/or the standards of practice of [ASSOCIATION, e.g. a recognized home-inspector association]], which are incorporated by reference and define and limit the scope of the inspection.

1.3 Systems inspected. Subject to accessibility and the limitations below, the inspection generally covers: [structure and foundation, roof covering, exterior, interior, plumbing, electrical, heating and cooling, insulation and ventilation, and built-in appliances], as further described in the Report.

1.4 Report. The Report reflects the condition of the Property only as of the date and time of the inspection and only as to conditions that were visible and accessible. It is not a warranty, guarantee, or insurance policy.

2. Exclusions and Limitations

2.1 Not covered. Unless separately contracted in writing, the inspection does not include and the Report does not address: [code compliance; geotechnical or soils conditions; environmental hazards such as mold, asbestos, lead, radon, or formaldehyde; pests or wood-destroying organisms; underground or concealed systems; water quality; or the cost to repair any item].

2.2 Visual and non-invasive only. The Inspector will not move furniture or stored items, dismantle equipment, take samples, perform destructive testing, or access areas that are unsafe or not readily accessible. Conditions

that are concealed or latent are outside the scope.

2.3 Point-in-time. Conditions of the Property may change after the inspection. The Inspector is not responsible for conditions that arise, become visible, or worsen after the inspection.

2.4 Not a substitute for specialists. The Report may recommend evaluation by qualified specialists (such as licensed contractors, electricians, structural engineers, or environmental testers). The Client is responsible for obtaining and paying for any such further evaluation.

3. Client Responsibilities

3.1 Access. The Client will arrange for the Inspector to have safe and reasonable access to the Property and its systems. Items not accessible at the time of inspection are excluded from the Report.

3.2 Presence and questions. The Client is encouraged to attend the inspection and to review the Report promptly and ask questions before relying on it for any decision.

3.3 Independent decisions. The Client acknowledges that the decision to purchase, sell, or take any other action regarding the Property is the Client's own, based on all information available to the Client, and not solely on the Report.

4. Fees and Payment

4.1 Fee. The Client will pay the Inspector a fee of **[AMOUNT]** for the inspection described in this Agreement. Additional services, such as re-inspection or specialized testing, are billed separately as agreed in writing.

4.2 Payment terms. The fee is due **[before the Report is released / on [TERMS]]**. Amounts not paid when due may accrue interest at the lesser of **[RATE]** per month or the maximum rate permitted by applicable law.

4.3 Cancellation. If the Client cancels fewer than **[NUMBER]** hours before the scheduled inspection, the Inspector may charge a reasonable cancellation fee of **[AMOUNT]** to cover scheduling and travel.

5. Confidentiality of the Report

5.1 Client ownership. The Report is prepared for the exclusive use and benefit of the Client and may not be relied upon by any other person without the Inspector's prior written consent.

5.2 No third-party reliance. The Inspector owes no duty to, and assumes no liability to, any person other than the Client. Any third party who obtains the Report relies on it at that person's own risk.

5.3 Use of report. The Client may share the Report with the Client's **[agent, lender, attorney, and the other party to the transaction]** in connection with the transaction, but the limitations of liability in Section 6 remain in effect.

6. Limitation of Liability

6.1 Disclaimer of warranty. The inspection and Report are not a warranty or guarantee of the condition of the Property or of any system or component. The Inspector makes no representation that the Property is free of defects.

6.2 Limitation of damages. To the fullest extent permitted by applicable law, the Inspector's total liability arising out of or related to the inspection or Report, whether based on contract, negligence, or any other theory, is limited to **[the fee paid for the inspection / [AMOUNT]]**. This limitation does not apply to liability that cannot be limited under applicable law, including liability for the Inspector's gross negligence or willful misconduct.

6.3 **Exclusion of consequential damages.** Neither Party is liable for indirect, incidental, special, or consequential damages, including lost profits, even if advised of the possibility.

6.4 **Notice and time to claim.** The Client will give the Inspector written notice of any claim within [NUMBER] days after the Client discovers the condition giving rise to the claim, and in any event will allow the Inspector a reasonable opportunity to re-inspect before the condition is altered or repaired, except in an emergency.

7. General Provisions

7.1 **Independent contractor.** The Inspector is an independent contractor. Nothing in this Agreement creates a partnership, agency, or employment relationship.

7.2 **Indemnification.** The Client will indemnify the Inspector against claims by third parties arising from the Client's unauthorized disclosure of the Report or the Client's failure to follow a recommendation in the Report, except to the extent caused by the Inspector's gross negligence or willful misconduct.

7.3 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and is subject to any applicable home-inspector licensing and consumer-protection rules of that state. The Parties submit to the jurisdiction of the courts of [COUNTY, STATE].

7.4 **Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any dispute through direct discussion within [NUMBER] days of written notice. [OPTIONAL: mediation or arbitration clause — discuss with counsel and confirm it is enforceable under applicable consumer-protection law.]

7.5 **Entire agreement; amendment.** This Agreement, with the applicable standards of practice, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

7.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A failure to enforce a provision is not a waiver.

7.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

INSPECTOR	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [N/A]
Date: _____	Date: _____

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