

# Goff Home Inspections, LLC

## Inspected Property Location

Client Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

Client Email: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ am/pm

Client Mobile: \_\_\_\_\_ Weather: \_\_\_\_\_

CLIENT engages Goff Home Inspections, LLC ("COMPANY") to inspect and provide a report of the home inspection at the Inspected Property Location above. The COMPANY'S services are to be performed in accordance with the **Standards of Practice of the National Association of Certified Home Inspectors (NACHI Standards)**. The inspection is a **VISUAL** inspection of the **READILY ACCESSIBLE** areas of the above property in accordance with the terms and conditions contained in this AGREEMENT and the definitions, standards, limitations, exceptions, and exclusions contained in the NACHI Standards in effect at the time of the inspection. CLIENT agrees to read the written inspection report ("REPORT") immediately upon receipt of the REPORT and call the COMPANY for an explanation of any aspect of the REPORT and/or the NACHI Standards that they do not fully understand.

### INSPECTION AGREEMENT

(Please Read Carefully)

The COMPANY agrees to conduct an inspection for the purpose of informing the CLIENT of the **Material Defects** of the property as defined in the NACHI Standards. Material Defects observed will be noted in the REPORT, however, it is not the COMPANY'S responsibility to speculate as to the cause(s) of any Material Defects. The CLIENT should consult a licensed contractor to determine the cause(s) of any Material Defects and the cost of any associated repair/replacement of such items. Home maintenance, operation, and cosmetic defects may be brought to CLIENT'S attention, but it is not within the scope of COMPANY'S engagement to do so.

It is understood and agreed that the COMPANY'S inspection will be of readily accessible areas of the property and is limited to visual observations of apparent conditions existing **ONLY ON THE DATE AND AT THE TIME OF THE INSPECTION**. The NACHI Standards include a complete description of the limitations, exceptions, and exclusions related to a home inspection.

The CLIENT acknowledges and understands that limitations, exceptions, and exclusions of the scope of the inspection, the REPORT and the COMPANY'S services are specified in the NACHI Standards, and that the NACHI Standards specifically address items and areas not included in the scope of COMPANY'S work. COMPANY shall not be responsible for any third party or environmental inspections.

The inspection and REPORT are performed and prepared for the **SOLE AND EXCLUSIVE USE AND POSSESSION OF THE CLIENT**. No other person or entity may rely upon the COMPANY'S inspection or report. The REPORT is not transferable.

The CLIENT gives the COMPANY the right to disclose information within the REPORT to sellers, agents, lenders, insurers, and others who are involved in the purchase, sale or financing of the property. However, information will be disclosed solely for the purpose of convenience and may not be relied upon by the recipient thereof.

It is understood and agreed that the language contained on the second page of this Agreement, including but not limited to the **UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY** and **BINDING ARBITRATION** provisions are part of this agreement.

It is understood and agreed that the NACHI Standards are a material part of this agreement.

The CLIENT acknowledges receipt of and the opportunity to review a copy of this **AGREEMENT and the NACHI Standards**.

Acceptance and understanding of this agreement are hereby acknowledged:

\_\_\_\_\_  
COMPANY Representative      Date

\_\_\_\_\_  
CLIENT      Date

Inspection Fee: \$ \_\_\_\_\_

Radon Fee: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

PAID IN FULL

Payment is due upon completion of the on-site inspection

The NACHI Standards of Practice, incorporated herein, contain a complete, detailed description of all the included and excluded areas to be inspected during the performance of the home inspection. The NACHI Standards include certain Limitations, Exceptions, and Exclusions pertaining to the scope of the COMPANY'S inspection and REPORT.

## UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY

(Please Read Carefully)

In recognition of the relative risks, rewards, benefits and the limited amount of the fee charged for COMPANY'S services, the CLIENT agrees, to the fullest extent permitted by law, that the liability of COMPANY, its owners, members, agents, and employees (hereinafter collectively the "COMPANY") to the CLIENT for any and all claims, losses, costs, damages, or expenses of any nature whatsoever and from any cause or causes, (including, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warranty, or any other common law theory or statutory violation or claim) is limited so that the total aggregate liability to CLIENT shall not exceed the total fee paid by CLIENT to COMPANY for the services rendered on this project. The COMPANY makes no warranty, guaranty or certification, express or implied, with respect to any services performed except as may be specifically set forth herein. COMPANY shall not be liable for any claim, damage, cost or expense, including attorney fees, or other liability or costs not caused by the negligence or willful misconduct of COMPANY. CLIENT will arrange and provide access to the property upon which it will be necessary for COMPANY to perform its work and CLIENT represents and warrants to COMPANY that CLIENT has obtained all necessary permission and authority for the COMPANY to access, inspect and photograph the property. CLIENT acknowledges that the COMPANY assumes no liability or responsibility for the cost of repairing or replacing a reported or unreported defect or deficiency or any non-recognized Material Defect, either current or arising in the future, or for any property damage, disparity in value of property inspected, consequential damages, or personal injury of any nature. It is agreed that the COMPANY is not an insurer of the condition of the property inspected and that the inspection and REPORT are not intended and are not a guarantee or warranty, express or implied, regarding the adequacy, performance, or condition of any inspected structure, portion of the building, item or system at the property address. To the extent that CLIENT makes a claim against COMPANY, CLIENT further agrees, that as a condition precedent to asserting any claim against COMPANY or in any way arising from the inspection provided by COMPANY, with the exception of emergency situations, no alteration, modification or repair to the portion of the property claimed to be defective will be made by the CLIENT or any other party prior to providing the COMPANY with the opportunity to reinspect the property. CLIENT further agrees that any claim brought against the COMPANY must be brought within six (6) months of the inspection date or shall be forever barred. CLIENT acknowledges that the fee charged by COMPANY reflects the limitation of liability and the limited period upon which to bring any claim as provided in this agreement. CLIENT and COMPANY agree that if any portion of this agreement is declined, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## ABSENTEE CLIENT(S)

(Please Read Carefully)

The **REPORT** is only one part of the home inspection. If at all possible the **CLIENT(s) should attend the actual inspection of the Property and discuss the inspection findings with the COMPANY.** When the CLIENT is absent from the inspection, the CLIENT is missing out on the most critical component of the inspection process; an opportunity for the CLIENT to talk with the COMPANY'S inspector about the inspection findings, personally observe the items that will be included in the REPORT, discuss recommended home maintenance and operation items, and an opportunity to ask and receive answers to questions about the inspection process, findings and REPORT contents. **Absentee CLIENTS miss out on these great benefits!**

Due to the potential for misinterpretation of the REPORT and so the CLIENT can fully benefit from the inspection, the absent CLIENT is urged to contact the COMPANY by phone within 3 days of the inspection for a full review of the REPORT. The absentee CLIENT is also urged to contact the COMPANY at the beginning of occupancy of the property to arrange for an on-site review of the inspection and REPORT. Unless the COMPANY has an opportunity for an on-site verbal review with the CLIENT within 60 days from the date of the inspection, the COMPANY cannot assist the CLIENT further in understanding the findings of the inspection.

## Binding Arbitration

Any dispute arising under this agreement shall be timely submitted to and heard and determined by the American Arbitration Association pursuant to its commercial arbitration rules in effect at the time of any dispute. The determination of the arbitrator shall be binding on the parties, shall not be appealable, and judgment on the award rendered may be entered in any court having jurisdiction on the matter. All arbitration proceedings shall be held in Ingham County, Michigan.

## Notice to Third Parties

The REPORT associated with this home inspection is non-transferable and has been or will be prepared exclusively for the sole benefit of the CLIENT. **It may be relied upon by CLIENT only and no one else.** It is not intended for use or to be relied upon by any person other than the CLIENT. If CLIENT or the COMPANY distributes copies of the REPORT to other parties or persons they are not intended beneficiaries of this agreement or the REPORT and may not rely upon the content thereof.

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CLIENT'S initials