



## ***Pre-Inspection Agreement***

Property Address: \_\_\_\_\_

Client(s): \_\_\_\_\_

Inspection Date/Time: \_\_\_\_\_

Please read and sign this Pre-Inspection Agreement. This document explains the Scope of the Inspection, Limits of the Inspection, General Exclusions, Terms and Conditions, Limitations of Liability, and an Arbitration Agreement. You may call us at 865-335-0104 for an explanation of this agreement or any aspect of the report which you do not fully understand.

### **SCOPE OF INSPECTION**

The purpose of the inspection is to report the general condition of the home and identify and disclose major defects and deficiencies of the inspected systems and components which existed at the time of the inspection and which are evident to the inspector upon ordinary visual observation. Minor and cosmetic defects may be listed in the report for maintenance purposes but it is not the intent, nor will the inspection report identify and list all minor and cosmetic defects.

The client is encouraged to accompany the inspector during the inspection. Client participation shall be at the client's risk for personal injury or damage to person or property for any reason or from any cause. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the client(s). The inspection report is not transferable. Systems and components to be inspected include: exposed and visible foundations and structures, exteriors, roofing, plumbing, electrical, attic, interiors, bathrooms and kitchen, basement and crawlspaces, heating and central air conditioning, and garage or carport.

### **LIMITS OF THE INSPECTION**

The inspection is limited to the readily accessible and visible systems, equipment and components of the home. The inspector will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions. The inspection will not include destructive testing of any kind.

## **GENERAL EXCLUSIONS**

The following conditions are NOT within the scope of the inspection:

- 1) Water or air quality
- 2) Presence of toxic or carcinogenic matter emitted from the ground, building materials, in water or air supply or from the operation of any equipment.
- 3) Items that are obstructed, inaccessible or not in plain view.
- 4) Mold or mold type.
- 5) Animal or insect infestations.

Examples of the conditions excluded above include the presence or absence of asbestos, lead paint, radon, mercury, pesticides, treated lumber, fungus, carbon monoxide, urea formaldehyde insulation, or termite, cockroach, rodent or pest infestation. It is the responsibility of the client to conduct further inspection by qualified consultants to disclose the presence of these contaminants and the means of remediation.

The following components or systems are NOT within the scope of the inspection: security systems; appliances; playground equipment; swimming pools; hot tubs/spas; lawn sprinkler systems; intercom and audio systems; antennas; central vacuums; solar systems; water softeners and filters; wells; septic systems; sewage disposal; water supply; fuel storage or delivery; latent defects; adequacy of system designs; zoning or building code compliance.

THE INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY that the items inspected are defect-free, or that concealed defects do not or will not exist. Problems may exist even though signs of such may not be present during the inspection.

## **TERMS AND CONDITIONS:**

- A. The Client recognizes that this report is solely for the benefit of the Client and that any person or party designated by the Client to receive information in this report shall be subject to the TERMS AND CONDITIONS contained herein. Such designation shall be provided in writing to the inspector.
- B. The client agrees that any claim arising in connection with this agreement shall be made in writing to Bear Creek Property Consultants, LLC at the address above by certified mail, return receipt requested within 10 days after discovering any problem.
- C. The client agrees to allow the inspection company to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the inspection company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims client may have against Bear Creek Property Consultants, LLC.
- D. The Client agrees that, to the extent allowed by law, any damages or breach of this contract or report are limited to the amount of the inspection fee only. Furthermore, the Client agrees to pay all attorney fees should the Client pursue a civil action against Bear Creek Property Consultants, LLC, and fail to prevail. The client agrees that no action may be brought to recover damages against Bear Creek Property Consultants, LLC more than one year after delivery of the written report to the client.

F. The Client agrees that this agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties and supported by valid consideration.

**LIMITATION OF LIABILITY AND ARBITRATION AGREEMENT:**

It is understood and agreed that Bear Creek Property Consultants, LLC is not an insurer and that the inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The Client hereby releases and exempts the Bear Creek Property Consultants and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature.

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 contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the rules of the state. The decision of the Arbitrator appointed thereunder shall be final and binding judgment on the Award that may be entered in any Court of competent jurisdiction.

INSPECTION FEE: \$ \_\_\_\_\_

**ACKNOWLEDGEMENT:**

I, the undersigned, have carefully read the preceding Inspection Agreement and Description and fully understand and agree with the limitations, exclusions and terms described.

Client Signature: \_\_\_\_\_ Date \_\_\_\_\_  
(one signature binds all parties)

Bear Creek Property Consultants, LLC

By: \_\_\_\_\_ TN License # \_\_\_\_\_ Date \_\_\_\_\_  
Alex Huppert Inspector/Manager