

BUILDING INSPECTION AUTHORIZATION AND AGREEMENT

PARTIES: The parties to this Building Inspection Authorization and Agreement are: Peter Foxe Smothers (hereinafter "Inspector"), and _____ hereinafter "Client").

AGREEMENT: This Agreement is incorporated with the Property Inspection Report to be prepared by Inspector. Said report is to be prepared for the sole and exclusive use of Client. Anyone executing this agreement on behalf of a buyer or seller of the subject property certifies that he/she is duly authorized by the Client to do so and is bound to deliver to Client the report incorporated herewith along with a copy of this agreement, which shall be binding on the Client.

CONFIDENTIALITY: Client understands that the inspection and Property Inspection Report are performed and prepared for their sole, confidential and exclusive use. Client agrees that they will not transfer or disclose any part of Property Inspection Report to any other person with these exceptions ONLY: (a) one copy may be provided to the current seller(s) of the property but only upon the express condition that the seller(s) covenant to use the Property Inspection Report only in connection with Client's transaction, and agree not to transfer or disclose the Property Inspection Report to any persons other than their real estate agent, and (b) one copy may be provided to the real estate agent representing Client and/or a bank or other lender for use in Client's transaction only. Client agrees to indemnify, defend, and hold harmless Inspector from any third party claims relating to this inspection and Property Inspection Report.

SUBJECT: Inspector agrees to conduct a limited, visual inspection of the property located at _____. The inspection shall be conducted on or about ____/____/____ for a fee of \$ _____. The inspection fee is due and payable at the time of the inspection and based on a single visit to the Building. Additional fees may be charged for subsequent visits required by the Customer or, if the utilities were not connected to the Building at the time of the original inspection or, if the Inspector is called upon to prepare for litigation or give testimony as a result of the inspection, The Client agrees to pay all legal and time expenses incurred in collecting due payments.

SCOPE OF INSPECTION: The inspection of the subject property shall be performed by Inspector for the Client in accordance with the Standards of Practice as set forth by the Louisiana State Board of Home Inspectors. A copy of these Standards are provided to Client. The purpose of the inspection is to identify and disclose to the Client major deficiencies and defects of the systems and components of the subject premises, which are visually observable at the time of the inspection. The Property Inspection Report shall provide the Client with a better understanding of the property conditions as observed at the time of the home inspection. Although minor problems may be mentioned, the report will not attempt to list them all. The inspection will consist of only a visual analysis of major systems and components of the property and comment on those that are in need of immediate repair, replacement, or further evaluation by a specialist. The inspection is not technically exhaustive. The Property Inspection Report contains information that may or may not be mentioned or discussed during any verbal discussion of the findings of the Inspector. The Client further understands and agrees Inspector reserves the right to modify Property Inspection Report for a period of time that shall not exceed forty eight (48) hours after Property Inspection Report has first been delivered to Client. It is agreed that no claim shall be made against Inspector for any verbal representations, which are inconsistent with or not contained in the Property Inspection Report. The Client hereby represents and warrants that all approvals necessary have been secured for Inspector's entrance on to the property.

LIMITATIONS OF THE INSPECTION: The inspection is limited to readily accessible and visible major systems, components, and equipment located in and attached to the premises. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, wall coverings, floor coverings, ceiling coverings, rugs, carpets, furnishings, or any other materials is not to be considered part of this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exist in any area excluded from inspection by the terms of this agreement. Weather limitations may affect the extent to which the Inspector may inspect the property, especially in connection with heating and air conditioning systems. This inspection is not considered to be an expressed or implied guarantee or warranty of any kind regarding the condition of the property, its systems or components. Further limitations described in the report also apply.

INSPECTION EXCLUSIONS: The following items are excluded from any inspection performed by Inspector on the subject property:

1. Hidden or latent defects
2. The presence of pest, termites, wood damaging organisms, rodents, or insects
3. Detached buildings, walkways, driveways, fencing, swimming pools, spas, underground plumbing or sprinklers, saunas, steam baths, water softeners / purifiers, and other components or structures not attached to the premises, unless specifically agreed upon in writing by both parties
4. Testing for the presence of asbestos, radon gas, lead paint, urea formaldehyde, electromagnetic fields, underground storage tanks, proximity to toxic waste sites, soil contamination, potentially dangerous chemical substances, mold, mildew, algae, bacteria, air quality, or other potential environmental hazards
5. Building code or zoning ordinance compliance or violation
6. The adequacy of any design or installation process of any system, component, or other feature of the subject property
7. Structural stability, engineering analysis, geological stability or soil conditions, wave action, hydrological stability, unless otherwise

agreed upon in writing by both parties

8. A prediction of future conditions or life expectancy of systems or components
9. The causes of the need for a repair, or the methods, materials, and cost of a repair
10. The marketability or market value of the property, or the advisability or inadvisability of purchase of the property
11. Radio or remote controlled devices, alarms, garage door openers, automatic gates, elevators, thermostatic timer controls, or dumbwaiters
12. The insurability of the property
13. The grading of soil or the potential for flooding or holding standing water
14. Permit research, unless otherwise agreed upon in writing by both parties
15. The internal conditions of air conditioning and heating systems or the adequacy of air flow, duct work, and insulation
16. Furnace heat exchangers, radiant heat systems, fireplaces, chimneys, or flues
17. Gas appliances such as fire pits, barbecues, heaters and lamps
18. Proximity to railroad tracks or airplane routes
19. Freestanding appliances
20. Any item excluded or not inspected or reported upon in the report

NOTICE REQUIREMENTS: Client agrees that any claim alleging Inspector's failure to accurately report a visually observable defective condition of the subject property shall be made in writing and delivered to the Inspector within ten (10) business days of discovery. Client further agrees that, with the exception of emergency conditions, neither Client, nor anyone acting on Client's behalf, will make alterations, modifications, or repairs to the subject of claim prior to a re-inspection by the Inspector. Inspector agrees to re-inspect the alleged condition within 72 hours of receipt of written notice by Client, exclusive of weekends and holidays. Client further agrees and understands that any failure to notify the Inspector as set forth above, shall constitute a waiver of any and all claims for said failure to accurately report the condition. Client shall have no cause of action against Inspector after one year from the date of inspection.

LIMITATION OF LIABILITY: The liability of Inspector (its principals, agents, employees, successors in interest, affiliates, and representatives of any kind whatsoever) for errors and omissions in the inspection and Property Inspection Report is limited to a refund to the client of the fee paid for the inspection and Property Inspection Report. Client assumes the risk of all losses greater than the fee paid for the inspection and Property Inspection Report. Client agrees and understands that this inspection is not a home warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures which may be required by law. Neither Inspector, nor its agents, principals, or employees, shall be liable for any repairs or replacement of any components, systems, structure of property, or the contents therein, either during or after the inspection. Client agrees and understands that, for the purposes of this inspection, Inspector is acting as a licensed home inspector pursuant to the laws of the State of Louisiana and not as a professional engineer, plumbing, electrical, HVAC, roofing, pest control, or other contractor. Any recommendation made by Inspector to Client to engage the services of any of the above referenced specialized contractors or engineers for the purposes of inspecting, cleaning, servicing and/or evaluating a specific system, component, and/or structure of the subject property, shall relieve Inspector from any liability to Client for the inspection and Property Inspection Report of those components, systems, or structures.

ARBITRATION: Any dispute arising out of the inspection, Property Inspection Report, or the interpretation of this agreement, except for non-payment of the inspection fee, shall be resolved in accordance with the Rules of the American Arbitration Association. The parties shall select a mutually agreed upon arbitrator who is a home inspector licensed by the State of Louisiana. If parties are unable to agree upon an arbitrator, either party may request that a licensed home inspector be selected by the Louisiana State Board of Home Inspectors to arbitrate the proceedings. Such selection shall be binding upon the parties. The prevailing party shall be awarded all arbitration cost.

ATTORNEYS' FEES: In the event that Client files suit in any civil court alleging claims arising out of this agreement or the services performed hereunder, Client agrees to pay to Inspector, all cost, expenses, and attorney's fees incurred by Inspector, his agents, employees, or insurers in the defense of such suit. This section shall not apply to arbitration proceedings unless the selected arbitrator finds that the claim brought by Client is without merit and the Client has been given written notice of the claim's lack of merit prior to the proceedings.

SEVERABILITY: Client and Inspector agree that should a court of competent jurisdiction determine and declare that any portion of this contract is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

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 modification is in writing and signed by the parties. This Agreement shall be binding upon and inure to the parties hereto and administrators, its principals, agents, employees, successors in interest, affiliates, and representatives of any kind whatsoever.

The undersigned have read this agreement and understand and accept the terms and conditions thereof, whether executed prior or subsequent* to the Home Inspection. Client understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement that this Agreement will form a part of the Property Inspection Report and acceptance of the Property Inspection Report by Client shall and payment therefore

will constitute acceptance of the terms and conditions of this Agreement.

BY: _____
Inspector LSBHI #10399

BY: _____
Client

Date ____/____/____

Date ____/____/____

_____ * Client has executed this Agreement subsequent to the Home Inspection and Initials hereby agrees to be bound by the terms and conditions of this Building Inspection Agreement and Authorization.