

**PRE-INSPECTION AGREEMENT
FOR HOME INSPECTION SERVICE**

For and in Consideration of the mutual promises and covenants contained herein, the parties Smiley & Associates Real Estate Services, Inc. (SARES) and _____ (CLIENT), do hereby agree this ____ day of _____, 20____, as follows:

1. SARES agrees to perform a visual inspection of the subject house located at _____, Georgia, _____, and to provide CLIENT with a written inspection report identifying the major deficiencies. The inspection will be of readily accessible areas of the house and is limited to visual observations of apparent conditions existing at the time of inspection only and the inspection only includes items and systems expressly and specifically identified as follows: drainage, foundation, electrical, plumbing, interior, materials of construction, attic, central air conditioning (weather permitting), heating (weather permitting), crawlspace/basement(if accessible), fireplace(s), exterior, roof, insulation and appliances.
2. The inspection will be performed in a manner consistent with the Standards of Practice of the Housing Inspection Foundation (HIF). The inspection is completed at the site and all information will be conveyed to the CLIENT (or CLIENTS representative) at the time the Inspection Report is completed. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of the CLIENT. SARES accepts no responsibility for use or misinterpretation by third parties. A copy of the HIF Standards of Practice is available at SARES office or on the web at <http://www.iami.org/3/pdf/standards.pdf>.
3. Systems and condition of these systems , which are not within the scope of this inspection include, but are not limited to: environmental hazards (e.g. washers, dryers, window air conditioners); security systems; fire or lawn sprinkler systems; swimming pools; spas or jetted tubs; tennis courts; playground or other recreational or leisure appliances; efficiency or performance evaluation of appliances or systems; solar heating systems; intercoms, timers, or audio equipment; below ground septic or drainage systems; water wells; any system which is shut down or otherwise secured; zoning ordinances; building code conformity; or any items considered cosmetic in nature. CLIENT understands that these systems and their condition are excluded from this inspection. BUYER/CLIENTS should have the seller demonstrate satisfactory operation of them. General comments about these systems and conditions of these systems are informational only and do not represent an inspection.
4. It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of inspection only. SARES inspector is not required to move personal property, debris, furniture, equipment, and carpeting or like materials, which may impede access or limit visibility. Major deficiencies and defects, which are latent or concealed, are excluded from the inspection. The inspection is not intended to be technically exhaustive. Equipment and systems will not be dismantled.
5. This inspection report is not intended to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance or condition of any inspected structure, item or system. The inspection and report are not intended to reflect the value of the premises, or to make any representation as to the advisability of purchase or the suitability for use.
6. The CLIENT agrees to pay SARES an inspection fee in the amount of \$ _____ upon the completion of the on-site inspection.
7. It is understood and agreed that should SARES or the agents or employees of SARES, or all, be found liable for any loss or damages resulting from a failure to perform any of the obligations of SARES, including, but not limited to negligence, breach of contract, or otherwise, that the liability of SARES or the agents or employees of SARES, shall be limited to a sum equal to the amount of the inspection fee.
8. This PRE-INSPECTION AGREEMENT represents the entire agreement between SARES and the CLIENT. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This agreement shall be binding upon and enforceable by the parties, if a corporation, its successors, assigns, agents, employees, attorneys in fact, attorneys at law and representatives, and if an individual, their heirs, executors, administrators, successors, assigns, attorney in fact, attorneys and representatives.
9. CLIENT hereby authorizes the release of any and all inspection related information and the content of the inspection report to the following individual(s): if blank, then none.

READ, UNDERSTOOD, ACCEPTED, AND AGREED TO ON THE DATE FIRST MENTIONED ABOVE PRIOR TO THE ACTUAL INSPECTION TAKING PLACE:

By Mike Smiley, CFO SARES

CLIENT(S)