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# Home Inspection Contract

**THIS IS INTENDED TO BE A LEGAL BINDING CONTRACT, PLEASE READ IT CAREFULLY**

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

Inspection Address: \_\_\_\_\_

**SCOPE OF THE INSPECTION:** The real estate inspection to be performed for Client is a survey and basic operation of the systems and components of a building which can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the Inspector. The purpose of the inspection is to provide the Client with information regarding the general condition of the building(s). Inspector will prepare and provide Client a written report for the sole use and benefit of Client. The written report shall document any material defects discovered in the building(s) systems and components which, in the opinion of the Inspector, are safety hazards, are not functioning properly or appear to be at the end of their normal service life.

**CLIENT'S DUTY:** Client agrees to read the entire written report when it is received and promptly call Inspector with any questions or concerns regarding the inspection or the written report. The written report shall be the final and exclusive findings of Inspector. Client acknowledges that Inspector is a generalist and that further investigation of a reported condition by an appropriate specialist may provide additional information which can affect Client's purchase decision. Client agrees to obtain further evaluation of reported conditions before removing any investigation contingency and prior to the close of the transaction. In the event Client becomes aware of a reportable condition which was not reported by Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative(s) to inspect said condition(s) prior to making any repair, alteration, or replacement. Client agrees that any failure to so notify Inspector and allow inspection is a material breach of this Agreement.

**ENVIRONMENTAL CONDITIONS:** Client agrees what is being contracted for is a building inspection and not an environmental evaluation. The inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding this building or property, including, but not limited to: the presence of asbestos, radon, lead, urea-formaldehyde, fungi, molds, mildew, PCBs, or other toxic, reactive, combustible, or corrosive contaminants, materials, or substances in the water, air, soil, or building materials. The Inspector is not liable for injury, health risks, or damage caused or contributed to by these conditions.

**GENERAL PROVISIONS:** The written report is not a substitute for any transferor's or agent's disclosure that may be required by law, or a substitute for Client's independent duty to reasonably evaluate the property prior to the close of the transaction. This inspection Agreement, the real estate inspection, and the written report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company or its officers, agents, or employees.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, and assigns. This Agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this Agreement. Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this Agreement is executed on behalf of Client by any third party, the person executing this Agreement expressly represents to Inspector that he/she has the full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions, and exclusions of this Agreement.

**SEVERABILITY:** Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the court's holding.

**Inspection Fee:**  
**Inspection**

**Client acknowledges having read and understood all the terms, conditions, and limitations of this Agreement and voluntarily agrees to be bound thereby.**

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Inspector: Darin Morgan Darin Morgan

Date: \_\_\_\_\_

The fee for this inspection is due and payable on the date of the inspection.  
Payments not made on the day of the inspection or billed to escrow will incur an additional \$100 fee.  
Client is responsible for payment regardless if escrow closes or not.  
\$50 fee for returned checks.

**Terms, Conditions, Limitations:**

We certify that we have personally inspected the property for the purpose of determining its physical condition and that no significant defect was knowingly overlooked or withheld.

It is understood that the inspection report is not intended for general circulation or publication, nor is it to be reproduced or used for a purpose other than the one outlined above. It is further understood that the report cannot be sold in whole, or in part to a third party without the written consent of Morgan Inspection Services and the original purchaser.

The scope of this inspection report is limited to the visible physical evidence available to us at the time of the inspection and visible indicators that might suggest damages and/or deterioration. We accept no responsibility for hidden, concealed or unapparent conditions of the building. The inspection report does not constitute a warranty or guarantee on the condition of any aspect of this building.

The inspectors' liability is not to exceed the cost of the inspection. The parties understand and agree that the inspector, its employees, agents, or representatives assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In the event of a claim by the client that an installed system or component of the premises which was inspected by the inspector was not in the condition reported by the inspector, the client agrees to notify the inspector within 72 hours of claim and also 72 hours prior to repair or replacement of such system or component. The client agrees to allow the inspector access to the premises to review conditions of any alleged claim. The client further agrees that the inspector is liable only up to the cost of the inspection. If the repair or replacement is done without giving the inspector the required notice, the inspector will have no liability to the client. Furthermore, any legal action must be brought within Thirty (30) days from the date of the inspection or the ability to bring suit against inspector, by client, shall be deemed waived and forever barred. In the event that the client fails to prove any adverse claims against the Inspector, client agrees to pay all legal costs, expenses and fees of Inspector in defending said claims.

It is understood that no representative of Morgan Inspection Services is required to give testimony or be in attendance in court by reason of this report or any of our activities relative to this report unless arrangements have previously been made with Morgan Inspection Services, 304 Elizabeth Lane McCook Nebraska.