

**ORION HOME INSPECTION, LLC**  
**1521 Blockhouse Road, Maryville, TN 37803**  
**865-776-7206**  
**jim@orionhomeinspection.com**  
**Orionhomeinspection.com**

A copy of this agreement was  
Received by \_\_\_\_\_  
On \_\_\_\_\_  
Client: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Comprehensive Whole House Inspection Agreement**

Orion Home Inspection, LLC, agrees to perform an inspection within the limits of this agreement on the property located at \_\_\_\_\_. This inspection will be performed for \_\_\_\_\_ hereafter referred to as the Client, for the sum of \$ \_\_\_\_\_ payable upon signing this agreement.

Orion Home Inspection, LLC agrees to provide an inspection for the purpose of alerting the Client to any major observable deficiencies in the condition of the property that are readily accessible on the date of the inspection. Client acknowledges that the inspection and report cannot and will not discover or include latent defects or deficiencies. The inspection is provided for the sole, confidential and exclusive use and possession of the client and, unless agreed to in writing, the scope of the inspection shall be limited to the following:

- Structural Components (visual and readily accessible aspects only)
- Basic Electrical & Plumbing Systems
- Heating & Air Conditioning (as weather permits)
- Foundation, Basement and Crawl spaces (visual & readily accessible aspects only)
- Kitchens & Bathrooms
- General Interior, including: Walls, Ceilings, Floors, & a representative number of windows
- General Exterior, including Roof, Gutters, Chimney, Siding and all exterior Doors

It is agreed that the components and conditions beyond the scope of the inspection include, but are not limited to:

- Environmental problems including, but not limited to: any gas including radon, the presence of mold, lead, formaldehyde, underground storage tanks, air quality, termites, bed bugs, and insect or other infestations
- Areas and items that are not readily accessible. Hidden or latent defects
- Wells, Window Air Conditioner units, Sewer, Septic Systems, Alarm Systems, Heat Exchangers, Humidifiers, Dehumidifiers, or Electronic Air Cleaners, Wood or Pellet Stoves
- The interiors of Chimneys or Flues that are not readily accessible
- Elevators, or any Computer or Radio Controlled Devices, Low Voltage Electrical Systems, Recreational Facilities and Detached Structures other than Garages or Carports

THE INSPECTION IS NOT INTENDED TO, OR TO BE CONSIDERED AS, A GUARANTEE OF WARRANTY, NOR ANY FORM OF INSURANCE, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF THE PROPERTY, AND ITEMS OR SYSTEMS INSPECTED, AND IT SHOULD NOT BE RELIED UPON AS SUCH

It is further agreed that the inspection will not determine compliance with applicable codes, laws and regulations. The inspection is not intended to determine or appraise value of the property or to become an endorsement to buy or recommendation not to buy the inspected property.

Payment is due upon signing the agreement at the inspection unless otherwise negotiated. In most cases the report shall be delivered within 48 hours of the inspection. Any notices required to be served shall be served upon Orion Home Inspection, LLC at 1521 Blockhouse Rd, Maryville, TN 37803. Any dispute over the performance or execution of this agreement shall be governed by the laws of the State of Tennessee and shall take place in the courts of Blount County, Tennessee.

This agreement constitutes the entire understanding of the parties with regard to this matter, and no statements, oral or otherwise, shall be enforceable unless made in writing and signed by both parties. Should any element of this agreement be declared void, it shall be stricken and the remaining provisions shall remain in full force and effect.

### Arbitration of Disputes

It is agreed that if the client has any reason to believe that there was an error, omission, or deficiency in the performance of the inspection or the preparation of the report, he or she must notify the inspector, in writing, immediately, and make the property available for reinspection by the inspector. Any disputes shall be settled in accordance with the rules of the American Arbitration Association. The gauge of performance shall be the "Standards of Practice" adopted by the American Society of Home Inspectors (ASHI) or those adopted by the State. The arbitration shall occur at the property and the arbitrator(s) shall be familiar with home inspection standards.

Repairs or replacements made by the Client without prior consultation with the inspector, completely relieves the inspector of any and all liability. If the Client pursues a claim against the inspector for any alleged error, omission or deficiency and fails to prove such a claim, the Client agrees to pay all reasonable arbitration fees, legal expenses and other costs incurred by the inspector in defense of the claim.

THE CLIENT HAS READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS OF THIS CONTRACT. THE CLIENT IS AWARE THAT THIS IS A LIMITATION OF LIABILITY AND A CONTRACT BETWEEN THE CLIENT AND THE INSPECTION COMPANY AND THAT HE OR SHE IS SIGNING IT VOLUNTARILY.

**ORION HOME INSPECTION, LLC, ITS MEMBERS AND/OR EMPLOYEES, SHALL NOT BE RESPONSIBLE FOR ANY MISTAKES, OMISSIONS OR ERRORS IN JUDGEMENT, BEYOND THE COST OF THE INSPECTION. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS OF CONSEQUENTIAL DAMAGE, BODILY INJURY OR PROPERTY DAMAGE OF ANY NATURE.**

The Client acknowledges that he/she has read this agreement in full, prior to signing name, and understands and agrees to all terms and conditions herein.

CLIENT: \_\_\_\_\_ DATE: \_\_\_\_\_

For Orion Home Inspection, LLC, \_\_\_\_\_ its \_\_\_\_\_.  
Date: \_\_\_\_\_