

Blue Palmetto Home Inspection  
Thornburg & Associates Construction  
Ray Thornburg  
1325 Sandy Run Circle  
Summerville, S.C. 29483  
843-608-5851  
License # 22399 residential builder



## INSPECTION AGREEMENT

THIS AGREEMENT is entered into between Ray Thornburg, (hereinafter "the inspector") and \_\_\_\_\_,  
whose address is \_\_\_\_\_ (hereinafter "Customer"). WHEREAS, Customer  
desires to have Ray Thornburg inspect real property located at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter "property");

WHEREAS, Customer has hired Ray Thornburg to perform an inspection of the property in accordance with the terms,  
conditions and limitations hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the  
sufficiency of which and the receipt of which are acknowledged, Customer and Ray Thornburg agree as follows:

1. Customer will pay Ray Thornburg the sum of \$\_\_\_\_\_ for an inspection of the property,  
consisting of the main building and garage or carport, if applicable;
2. The inspector will perform a visual inspection of the property as described herein. The inspector will also  
prepare a written report noting the apparent condition of the readily accessible installed systems and  
components of the property existing at the time of the inspection. LATENT AND/OR CONCEALED DEFECTS, CONDITIONS  
AND/OR DEFICIENCIES ARE EXCLUDED FROM THE INSPECTION.
3. The Terms and Conditions attached to this agreement shall define the standard of duty and the conditions,  
limitations and exclusions of the inspection. The Terms and Conditions are incorporated into this agreement by  
reference.
4. CUSTOMER UNDERSTANDS AND AGREES THAT RAY THORNBURG AND ITS REPRESENTATIVES ASSUME NO LIABILITY OR  
RESPONSIBILITY FOR COSTS OF REPAIRING OR REPLACING ANY REPORTED OR UNREPORTED DEFECTS, CONDITIONS OR  
DEFICIENCIES, EITHER CURRENT OR ARISING IN THE FUTURE, OR OF ANY PROPERTY DAMAGE, CONSEQUENTIAL DAMAGE OR  
BODILY INJURY OF ANY NATURE.
5. Customer understands and agrees that the inspector is not an insurer or guarantor against defects in the  
structure, items, components or systems inspected. THE INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO  
THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
6. If Customer is married, Customer's spouse is equally bound by all terms and conditions of this Agreement,  
even if spouse has not signed this Agreement.
7. This Agreement, including the terms and conditions on the reverse side, constitute the entire understanding  
and agreement between the inspector and Customer. All negotiations between the parties hereto are merged into  
this Agreement, and there are no representations, warranties, covenants, understandings, or agreements, oral or  
otherwise, in relations thereto between the parties other than those incorporated herein and to be delivered  
hereunder. This Agreement shall be amended, modified or supplemented only by written agreement signed by both  
parties. This Agreement shall be construed and enforced in accordance with the laws of the State of South  
Carolina.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS INSPECTION AGREEMENT AND THE  
TERMS AND CONDITIONS SUPPLEMENTING THIS AGREEMENT. CUSTOMER FULLY UNDERSTANDS AND  
ACCEPTS ALL OF THE CONDITIONS OUTLINED HEREIN AND HEREBY ACKNOWLEDGES THIS BY SIGNING  
THE DOCUMENT BELOW.

Customer \_\_\_\_\_ Date \_\_\_\_\_

Inspector \_\_\_\_\_ Date \_\_\_\_\_

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## TERMS AND CONDITIONS

The following terms and conditions apply to all work performed by Ray Thornburg.

1. It is understood and agreed that this inspection will be of readily accessible areas of the property and is limited to visual observations of apparent condition existing at the time of the inspection only.

2. LATENT AND CONCEALED DEFECTS AND DEFICIENCIES ARE EXCLUDED FROM THE INSPECTION. Items and systems will not be dismantled. The inspector is not required to move personal property, debris, furniture, equipment, carpeting, or like materials that may impede access or limit visibility. Crawl spaces will not be entered if there is less than two feet of clearance or if inspector feels endangered.

3. THE INSPECTION IS NOT INTENDED TO BE TECHNICALLY EXHAUSTIVE. If cost estimates are quoted in the report, the estimates are based upon the inspector's judgement or a range of prices available in the area. The estimates are not binding and the ranges may vary. Individual bids from contractors may vary substantially depending on the quality of the work, the circumstances, and the contractor submitting bids. Customer is urged to solicit bids from properly licensed contractors on repairs reported here before closing.

4. Maintenance and other items may be discussed, but they are not a part of this inspection. THE REPORT IS NOT A COMPLIANCE INSPECTION OR CERTIFICATION FOR PAST OR PRESENT GOVERNMENTAL CODES OR REGULATIONS OF ANY KIND.

5. Pressure gauges are NOT used to test air conditioners, water lines, or GAS LINES. Garbage disposers, ovens, stovetops and microwave ovens are checked for on and off operation only. Only the dishwasher's ability to fill and drain without obvious leaks is checked. Remote controls for garage doors or any other appliances or systems are not checked. Electrical outlets are randomly checked. A sampling of windows and doors will be operated.

6. This inspection and report does not address and is not intended to address the possible presence of, or danger from, any potential harmful substances or environmental hazards, including, but not limited to natural gas, radon gas, lead paint, asbestos, urea formaldehyde, carbon monoxide, carbon dioxide, toxic or flammable chemicals, water related illness or disease, including lead or other harmful substance, or airborne related illness or disease and all other similar or potentially harmful substances. Customer is urged to contact a reputable specialist if information, identification or testing for the above is desired. In addition, the presence or absence of rodents, termites, other insects, or other vermin is not covered by this inspection or the damage caused by rodents, termites, other insects or other vermin.

7. It is the responsibility of the Customer to inquire about burglar/security alarm operation and service procedures to determine whether the alarm is owned or leased from a servicing company. Low voltage wiring systems are not inspected.

8. It is the responsibility of the Customer to furnish the inspector with a list of any defects that are known at the time of the inspection. All disclosure statements must be given to the inspector immediately. The Customer is encouraged to attend the inspection. This inspection is to be considered a point in time inspection.

9. The inspectors report is prepared exclusively for Customer. The report is not intended for third party dissemination. This report shall not be forwarded to any other person, company, or legal entity without the inspector's express written approval.

10. The inspector accepts no responsibility for misinterpretation of this report.

11. Payment is expected and due upon completion of the inspection. There will be a billing charge for inspections not paid on completion, and an additional service charge of 1½% per month (18% per annum) for accounts not paid within 30 days. There will be a \$50.00 returned check charge. Any, and all, legal fees incurred by the inspector to collect fees will be assessed against Customer.

12. THE INSPECTOR ASSUMES NO LIABILITY AND SHALL NOT BE LIABLE FOR ANY MISTAKES, OMISSIONS, OR ERRORS IN JUDGMENT OF ITS EMPLOYEES, OR SUBCONTRACTORS, BEYOND THE COST OF THE INSPECTION REPORT. THIS LIMITATION OF LIABILITY SHALL INCLUDE AND APPLY TO ALL CONSEQUENTIAL DAMAGES, BODILY INJURY AND PROPERTY DAMAGE OF ANY NATURE. THE INSPECTOR'S LIABILITY ARISING OUT OF PERFORMANCE OF SERVICES TO CUSTOMER WILL BE LIMITED TO NO MORE THAN THE CONTRACT AMOUNT THE INSPECTOR HAS AGREED TO CHARGE CUSTOMER FOR THE SERVICES IDENTIFIED HEREIN. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THE INSPECTOR FROM AND AGAINST ALL LIABILITIES IN EXCESS OF THE CONTRACT AMOUNT.

13. BOTH PARTIES AGREE THAT THE INSPECTOR, IT'S EMPLOYEES, AGENTS, OR REPRESENTATIVES, ASSUME NO LIABILITY OR RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY REPORTED OR UNREPORTED DEFECTS OR DEFICIENCIES, EITHER CURRENT OR ARISING IN THE FUTURE OR FOR ANY PROPERTY DAMAGE, CONSEQUENTIAL DAMAGE OR BODILY INJURY OF ANY NATURE.

14. THE INSPECTION AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, LIFE EXPECTANCY OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. THIS REPORT IS TO BE CONSIDERED A POINT IN TIME INSPECTION, MEANING THE SYSTEMS AND ITEMS REPORTED ON ARE WORKING AS REPORTED AT THE TIME OF THE INSPECTION.

15. If any provision of this Agreement shall be held unenforceable, invalid, or void to any extent for any reason, the enforceability or validity of the remaining provisions of the Agreement shall not be affected thereby.

Customer's initials \_\_\_\_\_ date \_\_\_\_\_