



Pre- Inspection Agreement
(Revised 29 May 2019)

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the Property at:

The terms below govern this Agreement.

1. The Inspection Fee pertaining to the above mentioned property will calculate to R_____. (Payable in Full)
2. A retainer fee of 50% is payable upon date of booking/ acceptance of estimate and before commencement of Inspection.
3. The balance of payment will be payable before receipt of the Inspection Report.
4. A visual inspection will be performed of the home/building and provide you with a written report identifying the defects that we (1) observed and (2) deemed material. The report is only supplementary to the seller's disclosure.
5. Unless otherwise indicated in this Agreement, we will NOT test for:
 - a. The presence of any harmful gasses
 - b. Mold
 - c. Compliance with applicable Building Codes
 - d. Presence of, or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations.
6. Log Structures have unique characteristics that may make it impossible for us to inspect and evaluate. Therefore, the scope of our inspection will not include decay or similar defects of the interior of the logs in log walls, log foundations or roofs.
7. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of Home Inspection SA (HISA), posted at www.homeinspectionsa.co.za You understand that HISA's SOP contains limitations, exceptions, and exclusions. You understand that HISA is not a party to this Agreement, has no control over us, and does not employ or supervise us.
8. Our inspection and report is for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

LIMITATION ON LIABILITY AND DAMAGES.

9. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than One and a Half (1.5) times the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that this liquidated damage is not a penalty, but that we intend it to:
 - a. Reflect the fact that actual damages may be difficult or impractical to ascertain
 - b. Allocate risk between us; and
 - c. Enable us to perform the inspection for the agreed-upon fee. If you wish to eliminate these liquidated damages provision, we are willing to perform the inspection for an increased fee of R_____, payable in advance.
10. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.
11. If you believe you have a claim against us, you agree to provide us with the following:
 - i) Written notification of your claim within seven days of discovery, (in sufficient detail and with sufficient supporting documents) in order for us to evaluate it
 - ii) Immediate access to the premises. Failure to comply with these conditions releases us from liability.
12. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the city where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim.
13. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assigned persons. Any legal course of action will lapse after one year from the date of the inspection.
14. Past-due fees for your inspection shall accrue interest at 10% per month. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, or similar entity, you personally guarantee payment of the fee.
15. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.
16. You may not assign / transfer this Agreement to any third party. It is binding on the said property only.

- 17. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.
- 18. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.
- 19. If you would like a large print version of this Agreement before signing it, you may request one by emailing us.

I, THE UNDERSIGNED, HEREWITH AGREE THAT I HAVE CAREFULLY READ AND UNDERSTAND ALL TERMS AND CONDITIONS OF THIS INSPECTION AGREEMENT.

I AGREE TO THIS DOCUMENT IN ITS ENTIRETY AND AGREE TO ALL STIPULATIONS.

(exclusions, notes etc. to be stipulated and signed herein) _____

I ACKNOWLEDGE RECEIVING A COPY OF IT.

Client name in full: _____.

Signed on this date ____/____/____ at _____.

CLIENT SIGNATURE

INSPECTOR SIGNATURE

On behalf of

SIGNATURE

CONTACT NUMBER: _____



Home Inspection
SA