

# **HENDERSON HOME INSPECTION, LLC**

## **LIMITATIONS AND CONDITIONS OF THE HOME INSPECTION**

**These Limitations and Conditions explain the scope of your Home Inspection. Please read them carefully before signing this Agreement.**

The purpose of your Home Inspection is to evaluate the general condition of a property. This includes determining whether systems are still performing their intended functions.

There are limitations to the scope of this Inspection. It provides a general overview of the more obvious repairs that may be needed. It is not intended to be an exhaustive list. The ultimate decision of what to repair or replace is yours. One homeowner may decide that certain conditions require repair or replacement, while another will not.

**1. The Home Inspection provides you with a basic overview of the condition of the property.** Because your Home Inspector has only a limited amount of time to go through the property, the Inspection is not technically exhaustive.

Some conditions noted, such as foundation cracks or other signs of settling in a house, may either be cosmetic or may indicate a potential problem that is beyond the scope of the Home Inspection.

**If you are concerned about any conditions noted in the Home Inspection Report, we strongly recommend that you consult a qualified Licensed Contractor or Engineering Specialist.** These professionals can provide a more detailed analysis of any conditions noted in the Report at an additional cost.

**2. A Home Inspection does not include identifying defects that are hidden behind walls, floors or ceilings. This includes wiring, structure, plumbing and insulation that are hidden or inaccessible.**

Some intermittent problems may not be obvious on a Home Inspection because they only happen under certain circumstances. As an example, your Home Inspector may not discover leaks that occur only during certain weather conditions.

Home Inspectors will not find conditions that may only be visible when storage or furniture is moved. They do not remove wallpaper, look behind pictures or life flooring (including carpet) to look underneath.

**3. The Inspection does not include hazardous materials that may be in or behind the walls, floors or ceilings of the property.**

This includes building materials that are now suspected of posing a risk to health such as phenol-formaldehyde and urea-formaldehyde based products, fiberglass insulation and vermiculite insulation. The Inspector does not identify asbestos roofing, siding, wall, ceiling or floor finishes, insulation or fireproofing. We do not look for lead or other toxic metals in such things as pipes, paint or window coverings.

**The Inspection does not deal with environmental hazards** such as the past use of insecticides, fungicides, herbicides, or pesticides. The Home Inspector does not look for, or comment on, the past use of chemical termite treatments in or around the property.

**4. We are not responsible for, and we do not comment on the quality of air in a building.**

The Inspector does not try to determine if there are irritants, pollutants, contaminants, or toxic materials in or around the building.

The Inspection does not include spores, fungus, mold or mildew, including that which may be present behind walls or under floors. You should note that whenever there is water damage noted in the report, there is a possibility that mold or mildew may be present, unseen behind a wall, floor or ceiling.

If anyone in your home suffers from allergies or heightened sensitivity to quality of air, we strongly recommend that you consult a qualified Environmental Consultant who can test for toxic materials, mold and allergens at additional cost.

**5. The Home Inspector does not look for and is not responsible for fuel oil, septic or gasoline tanks that may be buried on the property.**

**If fuel oil or other storage tanks remain on the property, you may be responsible for their removal and the safe disposal of any contaminated soil.** If you suspect there is a buried tank, we strongly recommend that you retain a qualified Environmental Consultant to determine whether this is a potential problem.

**6. The home inspector is not required to perform any of the following:**

- a) Operate any system or component that does not respond to normal operating controls;
- b) Inspect water conditioning systems, fire and lawn sprinkler systems, on-site waste disposal systems, foundation irrigation systems, bathroom spas, except as to functional flow and functional drainage, fences, or swimming pools;
- c) Move personal items, panels, furniture, soil, or debris that obstructs access or visibility;
- d) Walk on the roofing or enter into potentially hazardous spaces; or
- e) Inspect attached accessories including solar systems, antennae, and lightning arrestors.

**7. We will have no liability for any claim or complaint if conditions have been disturbed, altered, repaired, replaced or otherwise changed before we have had a reasonable period of time to investigate.**

**I have read, understood and accepted the above Limitations and Conditions of this Home Inspection.**

Signed \_\_\_\_\_ Date \_\_\_\_\_

**HOME INSPECTION AUTHORIZATION FORM**

**Property** Address: \_\_\_\_\_ Inspection Date: \_\_\_\_\_  
\_\_\_\_\_ Inspection Time: \_\_\_\_\_

**Client** Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Fee** Base Fee: \$ \_\_\_\_\_  
Tax: \$ \_\_\_\_\_  
Total Fee: \$ \_\_\_\_\_ payable at the time of the inspection.

**PLEASE READ CAREFULLY BEFORE SIGNING.**

The inspection of this property is subject to the **Limitations and Conditions** set out in this Agreement. The report is based on a **visual examination** of the readily visible and readily accessible features of the building.

The Inspection is performed in accordance with the **Standards of Practice of the State of Tennessee (Chapter 0780-2-12)**. A full list of these Standards and Rules and Regulations can be found at [tn.gov/commerce/topic/homeinsp-rules-and-laws](http://tn.gov/commerce/topic/homeinsp-rules-and-laws) for your reference.

The Home Inspector's Report is an opinion of the **present condition** of the property. It is not a guarantee, warranty or an insurance policy with regards to the property.

I have read, understood and accepted the above Limitations and Conditions of this Home Inspection.

Date: \_\_\_\_\_ Client Signature: \_\_\_\_\_

On behalf of: (Company) \_\_\_\_\_

Payment Received in Full: (Signature) \_\_\_\_\_

Inspector: (Print Name) \_\_\_\_\_

**Note:** *The inspection report is for the exclusive use of the client named above. No use of the information by any other party is intended.*