HOME INSPECTION AGREEMENT

Street address	City	ZIP code	Inspection date	Start time

Client(s)	Phone	Email

Inspection company	Phone	Email

Business address	Licensed home inspector	SC license number

☐ **THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, SECTION 15-48-10 ET SEQ. OF THE SOUTH CAROLINA CODE OF LAWS.**

Client initials _____

1 Scope of the inspection

S.C. Code § 40-59-560(C): "A home inspector shall disclose the scope and limitations, if any, of each inspection before performing a home inspection."

This inspection follows the ASHI Standard of Practice for Home Inspections, effective March 1, 2014, which the South Carolina Residential Builders Commission posts as the SC Standards of Practice for Home Inspectors.

The inspector will inspect the visible and readily accessible systems and components named in sections 3 through 12 of that Standard: structural components, exterior, roofing, plumbing, electrical, heating, air conditioning, interiors, insulation and ventilation, and fireplaces and fuel-burning appliances.

2 Services and fee

☐ Home inspection under sections 3 through 12 of the ASHI Standard of Practice.

☐ Other services: _____

Home inspection fee	Other services	Total fee	Payment due

3 Changes to the scope

S.C. Code § 40-59-500(4): "The parties to a home inspection may limit or expand the scope of the inspection by agreement."

Left out at the client's request: _____

_____

Added at the client's request: _____

_____

4 What the inspection does not cover

The inspection is a visual check of the house as it is on the inspection date. The inspector does not take systems apart and will not find problems hidden inside walls, under floor coverings, or behind furniture and stored items. It is not a warranty, a guarantee, or an estimate of repair costs or remaining life (ASHI Standard section 13).

Wood-destroying insects are not part of a home inspection. The inspector may note wood damage or conditions that invite insects, but the Official South Carolina Wood Infestation Report (CL-100) comes from a licensed pest control company (S.C. Code § 40-59-530(4)).

Septic systems, wells, water quality, lawn and fire sprinklers, and solar and other renewable energy systems are not inspected (ASHI Standard sections 6.2 and 7.2). A septic system needs its own check by a septic professional licensed by SCDES.

The inspector does not test for mold, radon, asbestos, lead, or other environmental hazards, and does not enter areas that are unsafe or not readily accessible, such as a crawl space with less than 24 inches of clearance or an opening smaller than 16 by 24 inches (ASHI Standard sections 3.2 and 13.2).

This is not a code inspection. If the report calls a deficiency a building code violation, the inspector must judge it by the codes in effect when the house was built (S.C. Code § 40-59-620).

5 The report

The inspector will give the client a written report that describes the systems inspected, says which items were not inspected and why (S.C. Code § 40-59-560(B)), and lists each deficiency with a recommendation to repair, monitor, or have it evaluated (ASHI Standard section 2.2.B).

Report delivery date: _____

South Carolina sets no deadline for the report, so the client and the inspector agree on the date above.

The report is for the client. The client approves sending a copy to:

_____

6 Conduct and disputes

The inspector pays no finder's fee or referral fee for this inspection, did not take it on the condition of reaching a set result, and is not paid based on what the report says. For 12 months after the inspection, the inspector will not do work or improvements on this house (S.C. Code § 40-59-580(A)(4), (6), and (7)).

If the arbitration box on page 1 is checked and initialed, any dispute about this inspection or its report that the client and the inspector cannot settle will be decided by binding arbitration under the South Carolina Uniform Arbitration Act. That Act does not apply to "Any claim arising out of personal injury" (S.C. Code § 15-48-10(b)(4)). If the box is not checked, this contract is not subject to arbitration.

☐ The client agrees to sign this agreement and receive the report electronically.

7 Signatures

South Carolina does not require a signed agreement, but the inspector must disclose the scope and limits before the inspection. By signing, the client confirms receiving this agreement before the inspection and agrees to its services, fee, and terms.

_____ _____

Client signature Date

_____ _____

Client signature Date

_____ _____

Home inspector signature Date