ARKANSAS HOME INSPECTION AGREEMENT

Registered home inspector	Registration number	Inspection company		
Mailing address	Phone	Email		
Property street address	City	ZIP code	Inspection date	Start time
Client(s)	Phone	Email		

1 Standard and scope

Ark. Code § 17-52-303(4): "'Home inspection' means a visual inspection of a residential unit and its attached carports and garages and the operation of the building's systems by using the controls normally operated by the owner".

This inspection follows the most current ASHI (American Society of Home Inspectors) Standard of Practice and Code of Ethics, which the State Board of Appraisers, Abstracters, and Home Inspectors adopts in 17 CAR § 200-508. The edition in effect on the inspection date applies.

The inspector will inspect the readily accessible systems and components that Standard lists: the structure, exterior, roof, plumbing, electrical system, heating and cooling, interior, insulation and ventilation, and fireplaces and fuel-burning appliances.

2 Limitations and exclusions

17 CAR § 200-509(a)(4)(B)(viii) counts it as unethical when "The home inspector fails to disclose in writing to the client prior to the home inspection any limitations or exclusions of systems or components being inspected". These are the limits and exclusions for this inspection:

The inspection is visual and covers the house as it is on the inspection date. The inspector does not take systems apart or move furniture, stored items, or floor coverings, and will not find problems hidden inside walls or out of view. It is not a warranty, a guarantee, an appraisal, or a repair estimate.

Not included unless added in section 3: septic systems, private wells, water quality, wood-destroying insects, lawn sprinklers, pools and spas, outbuildings, solar systems, and tests for radon, mold, asbestos, lead, or other environmental hazards.

The inspector may note wood damage or conditions that invite insects, but a termite letter of clearance comes from a pest control company licensed by the Arkansas Department of Agriculture. A septic system needs its own inspection by a septic professional.

The inspector does not enter areas that are unsafe or not readily accessible, or walk a roof that is too steep, wet, or fragile to walk safely. This is not a code inspection or an engineering analysis (Ark. Code § 17-52-319(e)).

Other limits for this house: _____

_____

3 Services and fee

☐ Home inspection of the systems and components the ASHI Standard of Practice lists.

☐ Other services: _____

Home inspection fee	Other services	Total fee	Payment due

4 Agreed changes to the scope

Ark. Code § 17-52-319(c): “If agreed, between the home inspector and his or her client, a home inspection of lesser scope and detail may be conducted.”

Left out at the client’s request: _____

Added at the client’s request: _____

5 The report

The client gets a written report that prints the inspector’s name, signature, registration number and expiration date, mailing address, and phone number, the inspection date, the property’s full address, and the client’s name. Each item the Standard requires is marked inspected or not inspected, with the reason (17 CAR § 200-508(d)). The inspector keeps an exact copy for at least five years.

Report delivery date: _____

Ark. Code § 17-52-321(b)(1): “A home inspection report shall not be used in any manner other than that agreed to in writing by the home inspector and his or her client.” The client may use the report to decide on buying this property. Under § 17-52-321(b)(2), handing it to a third party “absolves the home inspector and his or her client of any responsibility for liability for claims or adverse actions arising from the use.”

The inspector shares the results only with the client’s approval, unless conditions that threaten health, safety, or welfare require emergency action, and must report any dangerous situation to the homeowner (17 CAR § 200-509(a)(4)(B)(iii)).

The client approves sending a copy of the report to:

_____

6 Interests and conduct

17 CAR § 200-509(a)(4)(B)(vi) requires the inspector to “promptly disclose in writing to a client any interest in a business or the subject property that may affect or have the potential to affect the client”.

☐ The inspector has no such interest.

☐ The inspector discloses this interest: _____

The inspector has no financial interest in this property or its sale, pays no referral fee to the owner or any agent, will not repair this property for a fee within 12 months of the report, and is not paid based on the findings or the close of escrow (Ark. Code § 17-52-321(a)). The inspector carries professional liability or errors and omissions insurance of at least $100,000 (Ark. Code § 17-52-318).

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

7 Signatures

By signing, the client confirms receiving this agreement, with its written limits and exclusions, before the inspection, and agrees to its services, fee, and terms.

_____ _____

Client signature Date

_____ _____

Client signature Date

_____ _____

Registered home inspector signature Date