Inspection company	Licensed home inspector	L.H.I. No.	Phone

BUILDING INSPECTION AUTHORIZATION AND AGREEMENT

PARTIES: The parties to this Building Inspection Authorization and Agreement are:

_____, (hereinafter (Inspector) and

_____, (hereinafter (Client).

AGREEMENT: This Agreement is incorporated with the Inspection Report to be prepared by Inspector. Said report is to be prepared for the sole and exclusive use of Client and Client's agent. Anyone executing this agreement on behalf of a buyer or seller of the subject property certifies that he/she is duly authorized by the Client to do so and is bound to deliver to Client the report incorporated herewith along with a copy of this agreement, which shall be binding on the Client.

SUBJECT: Inspector agrees to conduct a limited, visual inspection of the property located at _____(address), _____ (city)_____(zip). The inspection shall be conducted on or about ____/____/_____(date) for a fee of $_____

SCOPE OF INSPECTION: The inspection of the subject property shall be performed by Inspector for the Client in accordance with the Standards of Practice as set forth by the Louisiana State Board of Home Inspectors. The inspection is limited to only those systems or components, as set forth in these Standards of Practice (see below), as agreed upon by the client and the inspector, or as expressly excluded in writing. The purpose of the inspection is to identify and disclose to the client major deficiencies and defects of the systems and components of the subject premises, which are **visually observable at the time of the inspection**. The Inspection Report shall provide the Client with a better understanding of the property conditions as observed at the time of the home inspection. Although minor problems may be mentioned, the report will *not* attempt to list them all. The inspection will consist of only a visual analysis of major systems and components of the property and comment on those that are in need of immediate repair, replacement, or further evaluation by a specialist. The inspection is not technically exhaustive. The Inspection Report contains information that may or may not be mentioned or discussed during any verbal discussion of the findings of the Inspector. It is agreed that no claim shall be made against Inspector for any verbal representations, which are inconsistent with or not contained in the Inspection Report. PLEASE READ THE REPORT CAREFULLY!

LIMITATIONS OF THE INSPECTION: The inspection is limited to readily accessible and visible major systems, components, and equipment located in and attached to the premises. Any component which is not exposed to view, is concealed, or is inaccessible because of soil, leaves, debris, wall coverings, paint, floor coverings, ceiling coverings, rugs, carpets, furnishings, or other materials is excluded from this inspection. Weather limitations may affect the extent to which the Inspector may inspect the property, especially in connection with the heating and air conditioning systems. This inspection is not considered to be an expressed or implied guarantee or warranty of any kind regarding the condition of the property, its systems or components. Further limitations described in the report also apply.

INSPECTION EXCLUSIONS: The following items are excluded from any inspection performed by Inspector on the subject property:

1. Hidden or latent defects;
2. The presence of pests, termites, wood damaging organisms, rodents, or insects;
3. Detached buildings (other than garages and carports), walkways, driveways, fencing, swimming pools, spas, underground plumbing or sprinklers, water softeners/purifiers, and other components or structures not attached to the premises, unless specifically agreed upon in writing by both parties;
4. Inspecting for, reporting on, or Testing for the presence of asbestos, radon gas, lead paint, urea formaldehyde, contaminated drywall (sometimes referred to as "Chinese drywall"), soil contamination, potentially dangerous chemical substances, mold, mildew, algae, bacteria, air quality, water quality or other potential environmental hazards; however, if, during the course of inspecting other components, the inspector discovers what appears to be evidence of potential mold or microbial growth, such evidence shall be reported.

5. Building code or zoning ordinance compliance or violation;
6. The strength, adequacy or efficiency of any design or installation process of any system, component or other feature of the subject property.
7. Structural stability, engineering analysis, geological stability or soil conditions;
8. A prediction of future conditions or life expectancy of systems or components;
9. The causes of the need for a repair, or the methods, materials and costs of a repair;
10. The marketability or market value of the property, or the advisability or inadvisability of purchase of the property;
11. Any system or component excluded or not inspected or reported upon which is so stated in the report or this Agreement;
12. The internal conditions of air conditioning and heating systems or the adequacy or efficiency of air flow, duct work and insulation;
13. Furnace, heat exchangers;
14. Radio or remote-controlled devices, unless the device is the only control device, alarms, garage door operator remote control transmitters, automatic gates, elevators, thermostatic timer controls or dumbwaiters.
15. The insurability of the property;
16. The grading of soil, exterior slabs, driveways, walkways or patios to determine their soundness or their potential for flooding or holding standing water; however, these elements shall be inspected only to determine their effect on the condition of the building.

NOTICE REQUIREMENTS: Client agrees that any claim alleging Inspector's failure to observe or accurately report a visually observable defective condition of the subject property shall be made in writing and delivered to the Inspector within ten (10) business days of discovery of the defect by Client. Client further agrees that, with the exception of emergency conditions, neither Client, nor anyone acting on Client's behalf, will make alterations, modifications, or repairs to any allegedly defective system or component of the property prior to allowing the Inspector to re-inspect the property. Inspector agrees to re-inspect the alleged condition within 72 hours of receipt of written notice by Client, exclusive of weekends and holidays. Client further agrees and understands that any failure to notify the Inspector or to allow Inspector to re-inspect within the timeframe as set forth above, shall constitute a waiver of any and all claims for damages against Inspector (including its principals, agents and employees) for failure to accurately report the condition.

LIMITATION OF LIABILITY: The liability of Inspector (its principals, agents, employees, successors in interest, or affiliates) for errors and omissions in the inspection and report is limited to a refund to the client of the fee paid for the inspection and report. Client assumes the risk of all losses greater than the fee paid for the inspection and report. Client agrees and understands that this inspection is not a home warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures which may be required by law. Neither Inspector, nor its principals, agents, or employees, shall be liable to Client or anyone for damages or any repairs or replacement of any components, systems, structure of the property or the contents therein.

Client agrees and understands that, for the purposes of this inspection, Inspector is acting as a licensed home inspector pursuant to the laws of the State of Louisiana and not as a professional engineer, or plumbing, electrical, HVAC, licensed contractor or another contractor. Any recommendation made by Inspector to client to engage the services of any of the above-referenced specialized contractors or engineers for the purposes of inspecting, cleaning, servicing and/or evaluating a specific system, component, and/or structure of the subject property, shall relieve Inspector from any liability to Client for the inspection and report of those components, systems, or structures.

ARBITRATION: Any dispute arising out of the inspection, report or the interpretation of this agreement, including all claims for negligence, breach of contract, personal injuries, property damages, loss of use or other damages, shall be resolved in accordance with the Construction Rules of the American Arbitration Association. The parties shall select a mutually agreed upon arbitrator who is or has been a home inspector licensed by the State of Louisiana, whether the inspector's license is active, inactive, or retired. If the parties are unable to agree upon an arbitrator, either party may request that a licensed home inspector be selected by the Louisiana State Board of Home Inspectors to arbitrate the proceedings. Such selection shall be binding upon the parties. The prevailing party shall be awarded all arbitration costs.

ATTORNEY'S FEES: In the event that Client files suit in any civil court alleging claims arising out of this agreement, the inspection report or the services performed hereunder, without first proceeding to arbitration as required above, Client agrees to pay to Inspector, all costs, expenses, and attorney's fees incurred by Inspector, his agents, employees, or insurers to have the matter removed from civil court and directed to arbitration.

SEVERABILITY: Client and Inspector agree that should a court of competent jurisdiction determine and declare that any portion of this contract is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

The undersigned has read this agreement and understands and accepts the terms and conditions thereof.

THE PARTIES HERETO AGREE THAT, BY SIGNING, TYPING, OR PASTING THEIR SIGNATURES IN THE SIGNATURE LINE BELOW, THEY HEREBY AGREE TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS AND THAT THEIR HANDWRITTEN, TYPED, OR PASTED SIGNATURES ON THIS DOCUMENT BIND BOTH PARTIES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PURSUANT TO LSA R.S. 9:2601, ET. SEQ

BY:

INSPECTOR DATE

BY:

CLIENT/AUTHORIZED AGENT DATE

LICENSE NO.

Initials

*Client acknowledges that he/she has received a copy of the Standards of Practice and Code of Ethics of the Louisiana State Board of Home Inspectors Title 46 Professional and Occupational Standards Part XL. Home Inspectors. See below

Title 46
PROFESSIONAL AND OCCUPATIONAL STANDARDS
Part XL. Home Inspectors

Chapter 3. Standards of Practice

§301. Minimum Standards

A. This Chapter sets forth the minimum Standards of Practice required of licensed home inspectors.

AUTHORITY NOTE: Promulgated in accordance with R.S. 37:1475.

HISTORICAL NOTE: Promulgated by the Department of Economic Development, Board of Home Inspectors, LR 26:2745 (December 2000).

§303. Definitions

A. The definitions in §109 of this Part are incorporated into this Chapter by reference. The following definitions apply to this Chapter.

Alarm System—warning devices, whether installed or free standing, including but not limited to, carbon monoxide detectors, flue gas and other spillage detectors, security equipment, ejector pumps and smoke alarms.

Automatic Safety Control—devices designed and installed to protect systems and components from unsafe conditions.

Client—the person with whom a licensed home inspector contracts to perform a home inspection, whether individually or through that person's agent.

Component—a readily accessible and observable aspect of a system, such as a floor or wall, but not individual pieces such as boards or nails or where many similar pieces make up a component.

Cooling System—a central system that uses ducts to distribute cooled air to more than one room or uses pipes to distribute chilled water to heat exchangers in more than one room, which system is not plugged into an electrical convenience outlet.

Cross Connection—any physical connection or arrangement between potable water and any source of contamination.

Dangerous or Adverse Situations—situations that pose a threat of injury to the inspector, or those situations that require the use of special protective clothing or safety equipment.

Deficient—a condition of a system or component that, in the inspector's professional opinion, may be in need of repair.

Describe—to report, in writing, a system or component by its type, or other observed characteristics, to distinguish it from other systems or components.

Dismantle—to take apart or remove any component, device or piece of equipment that is bolted, screwed, or fastened by other means that would not be taken apart by a homeowner in the course of normal household maintenance.

Enter—to go into an area to observe all visible components.

Functional Drainage—a drain which empties in a reasonable amount of time and does not overflow when another fixture is drained simultaneously.

Functional Flow—a reasonable flow at the highest fixture in a dwelling when another fixture is operated simultaneously.

Functioning—performing as expected and in accordance with its intended design and purpose.

Further Evaluation—examination and analysis by a qualified professional or service technician whose services and qualifications exceed those possessed by a home inspector.

Heating System—a central system that uses ducts to distribute heated air to more than one room which system is not plugged into an electrical convenience outlet.

Home Inspection—the process by which a Home Inspector visually examines the readily accessible systems and components of a home and describes those systems and components in accordance with the Standards of Practice.

Home Inspection Report—a written evaluation of two or more of the following systems of a resale residential building:

a. electrical system;
b. exterior system;
c. interior system;
d. heating and cooling systems;
e. plumbing system;
f. roofing system;
g. structural system;
h. insulation and ventilation system;
i. appliance system; or
j. any other related residential housing system as defined in the standards of practice prescribed by the board.

Home Inspector—any person licensed under these rules who holds himself out to the general public and engages in the business of performing home inspections on resale residential buildings for compensation and who examines any component of a building, through visual means and through normal user controls, without the use of mathematical sciences.

Inaccessible—unable to open with the use of Standard Inspection Tools or hidden from visual inspection by furniture, stored items, wall or floor coverings or other obstructions.

Inspect—to examine readily accessible systems and components of a building in accordance with the Standards of Practice, using normal operating controls and opening readily openable access panels.

Installed—attached such that removal requires tools.

LHI—an acronym for Licensed Home Inspector.

Lead Inspector—licensee responsible for being in compliance with board requirements when multiple licensed home inspectors perform on an inspection.

Method of Access—a means by which the inspector gains entry, ingress and/or a visual advantage.

Normal Operating Controls—devices such as thermostats, switches, or valves intended to be operated by the homeowner.

Normal Operating Cycle—the standard period during which a system or component operates by the use of Normal Operating Controls

Observe—the act of making a visual examination.

On-Site Water Supply Quality—water quality based on the bacterial, chemical, mineral and solids contents of the water.

On-Site Water Supply Quantity—water quantity based on the rate of flow of water.

Operate—to cause systems or equipment to function.

Recreational Facilities—spas, saunas steam baths, swimming pools, tennis courts, and exercise, entertainment, athletic, playground or other equipment and associated accessories.
Readily Accessible—available for visual inspection without requiring the moving of personal property, the dismantling, disconnecting, unplugging or destroying of equipment, or any action which may involve a risk to persons or property.
Readily Openable Access Panel—a panel provided for homeowner inspection and maintenance that is within normal reach, can be removed by one person, is not sealed in place and is not blocked by stored items, furniture, or building components.
Representative Number—for multiple identical interior components such as windows and electrical outlets - one such component per room.
Roof Drainage Components—gutters, downspouts, leaders, splash blocks, scuppers, and similar components used to carry water off a roof and away from a building.
Serviceable—a state in which the system or component is functioning as intended.
Shut Down—a state in which a system or component cannot be operated by normal user controls.
Significantly Deficient—a condition that, in the inspector's professional opinion, adversely and materially affects the performance of a system or component.
Solid Fuel Heating Device—any wood, coal, or other similar organic fuel burning device, including but not limited to fireplaces whether masonry or factory built, fireplace inserts and stoves, wood stoves central furnaces, and combinations of these devices.
Specialized Tools—diagnostic devices and other equipment, including but not limited to, thermal imaging devices, gas leak detection equipment, environmental testing equipment, elevation determination devices and ladders capable of reaching surfaces over one story above the ground.
Standard Inspection Tools—a flashlight, outlet tester, ladder and appropriate screwdriver.
Structural Component—a component that supports non-variable forces or weights (dead loads) and variable forces or weights (live loads).
System—a combination of interactive or interdependent components assembled to carry out one or more functions.
Technically Exhaustive—an inspection involving the extensive use of measurements, instruments, testing, calculations, or other means used to develop scientific or engineering findings, conclusions, and recommendations.
Under Floor Crawl Space—the area within the confines of the foundation between the ground and the underside of the lowest floor structural component.
Unsafe—a condition of a readily accessible, installed system or component which, in the opinion of the inspector, is judged to be a significant risk of personal injury or property damage during normal use or under the circumstances.
Visually Observable Evidence of Suspected Mold Growth—visually observable discoloration of the interior components within the climate controlled living space apparently occurring from moisture that may be indicative of mold or microbial growth which is visually observable, without employing moisture, environmental or other testing methods.
Wiring Methods—manner or general type of electrical conductors or wires installed in the structure such as non-metallic sheath cable, armored cable, knob and tube, etc.

AUTHORITY NOTE: Promulgated in accordance with R.S. 37:1475.
HISTORICAL NOTE: Promulgated by the Department of Economic Development, Board of Home Inspectors, LR 26:2745 (December 2000), amended by the Office of the Governor, Board of Home Inspectors, LR 30:1689 (August 2004), LR 36:2861 (December 2010), LR 38:2532 (October 2012), LR 41:922 (May 2015), LR 41:1487 (August 2015), LR 43:1912 (October 2017).

§305. Purpose and Scope

A. The purpose of these Standards of Practice is to establish a minimum and uniform standard for Louisiana state licensed home inspectors. Home inspections performed pursuant to these Standards of Practice are intended to provide the client with information regarding the condition of the systems and components of the home as observed at the time of inspection.

B. Home inspectors shall:

1. provide the client with a written pre-inspection contract, whenever possible, which shall:
   a. state that the home inspection is to be done in accordance with the Standards of Practice of the Louisiana State Board of Home Inspectors;
   b. describe what inspection services will be provided and their cost;
   c. state that the inspection is limited to only those systems or components, as set forth in these standards of practice, as agreed upon by the client and the inspector or expressly excluded in writing;
   d. contain copies of the standards of practice and Code of Ethics; and
   e. state the name and license number, and contain the signature of the licensed home inspector, lead inspector, and/or qualifying licensee performing the inspection.
2. inspect readily accessible installed systems and components listed in this Chapter and/or as contractually agreed upon;
3. submit a written report to the client within five days of the inspection which shall:
   a. describe those systems specified to be described in §§311-329, and/or as contractually agreed upon;
   b. state which systems designated for inspection in this Section have been inspected, and state any systems or components designated for inspection that were not inspected, and the reason for not inspecting;
   c. state any systems or components so inspected that, in the professional opinion of the inspector, are significantly deficient, unsafe or non-functioning; and
   d. state the name, license number, and contain the signature of all licensed home inspectors conducting the inspection and identify the lead inspector or the qualifying licensee performing the inspection.

C. This Chapter does not limit home inspectors from:

1. reporting observations and conditions or rendering opinions of items in addition to those required in Subsection B of this rule;
2. excluding systems and components from the inspection, if requested by the client and so stated in the written contract;
3. inspecting systems and components in addition to those required by these Standards of Practice; or
4. specifying needed repairs, provided that the inspector is appropriately qualified to make such recommendation.

AUTHORITY NOTE: Promulgated in accordance with R.S. 37:1475.
HISTORICAL NOTE: Promulgated by the Department of Economic Development, Board of Home Inspectors, LR 26:2746 (December 2000), amended by the Office of the Governor, Board of Home Inspectors, LR 30:1690 (August 2004), LR 38:2532 (October 2012), LR 43:1912 (October 2017), LR 48:2289 (September 2022).

§307. General Limitations

A. Home inspections done in accordance with this Chapter are visual and are not technically exhaustive.

B. This Chapter applies only to residential resale buildings.

AUTHORITY NOTE: Promulgated in accordance with R.S. 37:1475.

HISTORICAL NOTE: Promulgated by the Department of Economic Development, Board of Home Inspectors, LR 26:2746 (December 2000), amended by the Office of the Governor, Board of Home Inspectors, LR 41:922 (May 2015), LR 43:314 (February 2017).

§309. General Exclusions

A. Home inspectors are not required to inspect or report on:

1. life expectancy of any component or system;
2. the causes of any condition or deficiency;
3. the methods, materials, and costs of corrections;
4. the suitability of the property for any specialized use;
5. compliance or non-compliance with codes, ordinances, statutes, regulatory requirements, special utility, insurance or restrictions;
6. any component or system that was not inspected and so stated in the home inspection report or pre-inspection agreement.
7. the presence or absence of any suspected or actual adverse environmental condition or hazardous substance, including but not limited to asbestos, radon lead, mold, contaminated drywall or building components, carcinogens, noise, or contaminants, whether in the building or in soil, water, or air; however, if during the course of inspecting the systems and components of the building in accordance with the law and these rules, the home inspector discovers visually observable evidence of suspected mold or microbial growth, he shall report it;
8. decorative or cosmetic items, underground items, or items not permanently installed;
9. hidden, concealed or latent defects;
10. items not visible for inspection including the condition of systems or components which are not readily accessible; or
11. future conditions, including but not limited to, the likelihood of failure or the expected life of systems and components.

B. Home inspectors are not required to:

1. offer warranties or guarantees of any kind;
2. calculate or determine the strength, adequacy, or efficiency of any system or component;
3. enter the under-floor crawl spaces, attics, or any area which, in the opinion of the home inspector, is not readily accessible;
4. operate any system or component that is shut down or otherwise inoperable;
5. operate any system or component that does not respond to normal operating controls;
6. disturb or move insulation, personal items, panels, furniture, equipment, soil, snow, ice, plant life, debris or other items that may obstruct access or visibility;
7. determine the effectiveness of any system installed to control or remove suspected hazardous substances;
8. project operating costs of components;
9. evaluate acoustical characteristics of any system or component;
10. inspect special equipment or accessories that are not listed as components to be inspected in this Chapter;
11. operate shut-off valves;
12. inspect detached structures, other than garages and carports;
13. inspect common elements or areas in multi-unit housing, such as condominium properties or cooperative housing;
14. dismantle any system or component, except as specifically required by these standards of practice; or
15. perform air or water intrusion tests or other tests upon roofs, windows, doors or other components of the structure to determine its resistance to air or water penetration.

C. Home inspectors shall not:

1. offer or perform any act or service contrary to law;
2. report on the market value of the property or its marketability;
3. report on the advisability or inadvisability of purchase of the property;
4. report on any component or system that was not inspected;
5. report on the presence or absence of pests such as wood damaging organisms, rodents or insects; however the home inspector may advise the client of damages to the building and recommend further inspection by a licensed wood destroying insect inspector;
6. advertise or solicit to repair, replace, or upgrade, or repair, replace or upgrade for compensation, any system or component of the home which the inspector noted in the inspection report as deficient, in need of repair or replacement, or unsafe for a period of one year following the date of the home inspection.

AUTHORITY NOTE: Promulgated in accordance with R.S. 37:1475 and R.S. 37:1478.

HISTORICAL NOTE: Promulgated by the Department of Economic Development, Board of Home Inspectors, LR 26:2746 (December 2000), amended by the Office of the Governor, Board of Home Inspectors, LR 30:1690 (August 2004), LR 36:2862 (December 2010), LR 38:2532 (October 2012), LR 41:922 (May 2015), repromulgated LR 41:2339 (November 2015), LR 43:314 (February 2017), LR 43:1913 (October 2017), LR 51:1159 (August 2025).

§311. Structural Systems

A. The home inspector shall inspect structural components including:

1. foundation;
2. framing;
3. columns; and
4. piers.

B. The home inspector shall describe the type of:

1. foundation;
2. floor structure;
3. wall structure;

4. columns;
5. piers;
6. ceiling structure; and
7. roof structure.

C. The home inspector shall:
1. probe structural components only where deterioration is visible, except where probing would damage any surface;
2. enter readily accessible under floor crawl spaces, basements, and attic spaces and, if applicable, report the reason why an area was not readily accessible;
3. report the methods used to inspect or access under floor crawl spaces and attics; and
4. report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components.

AUTHORITY NOTE: Promulgated in accordance with R.S. 37:1475.
HISTORICAL NOTE: Promulgated by the Department of Economic Development, Board of Home Inspectors, LR 26:2747 (December 2000), amended by the Office of the Governor, Board of Home Inspectors, LR 30:1690 (August 2004), LR 41:923 (May 2015).

§313. Exterior System

A. The home inspector shall inspect:
1. wall cladding, flashings and trim;
2. all doors, including garage doors and storm doors;
3. all readily accessible windows;
4. decks, balconies, stoops, steps, porches, and applicable railings;
5. eaves, soffits, and fascias where visible from the ground level; and
6. vegetation, grading, drainage, driveways, patios, walkways, and retaining walls with respect to their effect on the condition of the building.

B. The home inspector shall:
1. describe wall cladding materials;
2. operate all entryway doors;
3. operate garage doors and test the electronic safety beam reverse feature by interrupting the electronic beam (if present); and
4. report whether or not the garage door operator is equipped with a pressure sensitive safety reverse feature and whether that feature was tested.

C. The home inspector is not required to inspect:
1. shutters, awnings, and similar seasonal accessories;
2. fences;
3. presence of safety glazing in doors and windows;
4. garage door operator remote control transmitters, unless the device is the only control device;
5. geological conditions;
6. soil conditions;
7. recreational facilities;
8. detached buildings or structures other than garages and carports;
9. the presence or condition of buried fuel storage tanks;
10. sea walls, break walls or docks;
11. erosion control and earth stabilization measures; or
12. garage door operator pressure sensitive reverse failure devices.

AUTHORITY NOTE: Promulgated in accordance with R.S. 37:1475.
HISTORICAL NOTE: Promulgated by the Department of Economic Development, Board of Home Inspectors, LR 26:2747 (December 2000), amended by the Office of the Governor, Board of Home Inspectors, LR 30:1691 (August 2004), LR 36:2862 (December 2010), LR 38:2532 (October 2012), LR 41:923 (May 2015), LR 51:1159 (August 2025).

§315. Roofing System

A. The home inspector shall inspect:
1. roof coverings;
2. roof drainage components;
3. flashings;
4. skylights, chimneys, and roof penetrations; and
5. signs of leaks or abnormal condensation on building components.

B. The home inspector shall:
1. describe the type of roof covering materials; and
2. report the methods used to inspect the roofing system and any limitations.

C. The home inspector is not required to:
1. walk on the roofing;
2. inspect interiors of flues or chimneys which are not readily accessible;
3. inspect attached accessories including but not limited to solar systems, antennae, and lightening arrestors; or
4. disturb or lift roofing materials, jacks or flashing.

AUTHORITY NOTE: Promulgated in accordance with R.S. 37:1475.
HISTORICAL NOTE: Promulgated by the Department of Economic Development, Board of Home inspectors, LR 26:2747 (December 2000), amended by the Office of the Governor, Board of Home Inspectors, LR 30:1691 (August 2004), LR 36:2862 (December 2010), LR 38:2532 (October 2012), LR 41:923 (May 2015).

§317. Plumbing System

A. The home inspector shall inspect:
1. water supply and distribution systems, including:
a. piping materials, supports, insulation;
b. fixtures and faucets;

c. functional flow;
d. visible leaks; and
e. cross connections;
2. interior drain, waste and vent system, including: traps, drain, waste, and vent piping; piping supports and pipe insulation; leaks, and functional drainage;
3. hot water systems including: water heating equipment; normal operating controls; automatic safety controls; and chimneys, flues and vents;
4. fuel storage and distribution systems including interior fuel storage equipment, supply piping, venting, and supports; leaks; and
5. sump pumps, drainage sumps, and related piping.

B. The home inspector shall describe:
1. water supply and distribution piping materials;
2. drain, waste and vent piping materials;
3. water heating equipment;
4. location of main water supply shutoff device; and
5. the location of main gas supply shutoff device.

C. The home inspector shall operate all plumbing and plumbing fixtures, including their faucets and all exterior faucets attached to the house, except where the flow end of the faucet is connected to an appliance or winterized equipment.

D. The home inspector is not required to:
1. determine the effectiveness of anti-siphon devices;
2. determine whether water supply and waste disposal systems are public or private;
3. operate automatic safety controls;
4. operate any valve except water closet flush valves, fixture faucets, and hose faucets;
5. determine whether the system is properly sized or utilizes proper materials;
6. inspect:
a. water conditioning systems;
b. fire and lawn sprinkler systems;
c. on-site water supply quantity and quality;
d. on-site waste disposal systems;
e. foundation irrigation systems;
f. spas;
g. swimming pools;
h. solar water heating equipment; or
i. wells, well pumps, or water storage related equipment.

AUTHORITY NOTE: Promulgated in accordance with R.S. 37:1475.
HISTORICAL NOTE: Promulgated by the Department of Economic Development, Board of Home inspectors, LR 26:2747 (December 2000), amended by the Office of the Governor, Board of Home Inspectors, LR 30:1691 (August 2004), LR 41:923 (May 2015).

§319. Electrical System

A. The home inspector shall inspect:
1. service drop and entrance conductors cables and raceways;
2. service equipment, main disconnect device, main and sub-panels, interior panel components, and service grounding;
3. branch circuit conductors, their overcurrent devices, and their compatibility;
4. the operation of a representative number of installed ceiling fans, lighting fixtures, switches and receptacles;
5. the polarity and grounding of all receptacles tested; and
6. test ground fault circuit interrupters and arc fault circuit interrupters, unless, in the opinion of the inspector, such testing is likely to cause damage to any installed items or components of the home or interrupt service to an electrical device or equipment located in or around the home.

B. The home inspector shall describe:
1. service amperage and voltage;
2. wiring methods employed; and
3. the location of main and distribution panels.

C. The home inspector shall report any observed solid conductor aluminum branch circuit wiring for 120 volt circuits.

D. The home inspector shall report on the presence or absence of smoke detectors and carbon monoxide alarms.

E. The home inspector is not required to:
1. insert any tool, probe, or testing device inside the panels;
2. test or operate any overcurrent device except ground fault circuit interrupters and arc fault circuit interrupters in accordance with §319.A.6;
3. dismantle any electrical device or control other than to remove the dead front covers of the main and auxiliary distribution panels; or
4. inspect or test:
a. low voltage systems;
b. central security systems, including but not limited to heat detectors, motion detectors, control pads, carbon monoxide detectors, smoke detectors or any associated devices;
c. telephone, security, cable TV, intercoms, or other ancillary wiring that is not part of the primary electrical distribution system; or
d. remote controlled device unless the device is the only control device; or
5. measure amperage, voltage or impedance.

AUTHORITY NOTE: Promulgated in accordance with R.S. 37:1475.
HISTORICAL NOTE: Promulgated by the Department of Economic Development, Board of Home inspectors, LR 26:2748 (December 2000), amended by the Office of the Governor, Board of Home Inspectors, LR 30:1691 (August 2004), LR 36:2863 (December 2010), LR 38:2533 (October 2012), LR 41:923 (May 2015), LR 43:1913 (October 2017), LR 50:1467 (October 2024).

§321. Air Conditioning and Heating System

A. The home inspector shall inspect permanently installed heating and cooling systems including:
   1. heating, cooling and air handling equipment installed through the wall;
   2. normal operating controls;
   3. chimneys, flues, and vents, where readily accessible;
   4. solid fuel heating devices, including fireplaces;
   5. air distribution systems including fans, pumps, ducts and piping, with associated supports, insulation, air filters, registers, radiators, fan coil units, convectors; and
   6. the presence of an installed heat and/or cooling source in each habitable room.

B. The home inspector shall describe:
   1. energy sources; and
   2. the heating and cooling methods by their distinguishing characteristics.

C. The home inspector shall operate the systems using normal operating controls.

D. The home inspector shall open readily openable access panels provided by the manufacturer or installer for routine homeowner maintenance.

E. The home inspector is not required to:
   1. operate heating systems when weather conditions or other circumstances may cause equipment damage;
   2. operate automatic safety controls;
   3. inspect or operate air duct dampers; or
   4. inspect:
      a. heat exchangers;
      b. humidifiers;
      c. dehumidifiers;
      d. electronic air filters;
      e. the uniformity, adequacy or balance of heat or cooling supply to habitable rooms;
      f. solar space heating systems;
      g. components of solid fuel heating devices, such as fire screens and doors, seals and gaskets, automatic fuel feed devices, mantles and fireplace surrounds, combustion make-up air devices, heat distribution assists, whether gravity-controlled or fan-assisted; or
      h. ignite or extinguish fires, determine draft characteristics, or move fireplace inserts, stoves or fireboxes.

AUTHORITY NOTE: Promulgated in accordance with R.S. 37:1475.
HISTORICAL NOTE: Promulgated by the Department of Economic Development, Board of Home inspectors, LR 26:2748 (December 2000), amended by the Office of the Governor, Board of Home Inspectors, LR 30:1692 (August 2004), LR 36:2863 (December 2010), repromulgated LR 38:2533 (October 2012), amended LR 41:923 (May 2015), LR 43:314 (February 2017).

§325. Interior System

A. The home inspector shall inspect:
   1. walls, ceiling, and floors;
   2. steps, stairways, balconies, and railings;
   3. countertops and a representative number of cabinets and drawers;
   4. all doors; and
   5. all readily accessible windows.

B. The home inspector shall:
   1. operate a representative number of windows and interior doors;
   2. report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components;
   3. report the presence of suspected mold or microbial growth if, during the course of inspecting the systems and components of the structure in accordance with the home inspector licensing law and these rules, the licensed home inspector discovers visually observable evidence of suspected mold or microbial growth.

C. The home inspector is not required to inspect:
   1. paint, wallpaper, and other finish treatments on the interior walls, ceilings, and floors;
   2. carpeting;
   3. draperies, blinds, or other window treatments; or
   4. interior recreational facilities.

AUTHORITY NOTE: Promulgated in accordance with R.S. 37:1475.
HISTORICAL NOTE: Promulgated by the Department of Economic Development, Board of Home Inspectors, LR 26:2749 (December 2000), amended by the Office of the Governor, Board of Home Inspectors, LR 30:1692 (August 2004), LR 37:2406 (August 2011), LR 38:2533 (October 2012), LR 41:923 (May 2015).

§327. Insulation and Ventilation System

A. The home inspector shall inspect:
   1. insulation and vapor retarders in unfinished spaces;
   2. ventilation of attics and foundation areas;
   3. kitchen, bathroom, and laundry venting system; and
   4. the operation of any readily accessible attic ventilation fan, and, when temperature permits, the operation of any readily accessible thermostatic control.

B. The home inspector shall describe:
   1. insulation and vapor retarders in unfinished spaces; and
   2. absence of insulation in unfinished space at conditioned surfaces.

C. The home inspector is not required to report on:

1. concealed insulation and vapor retarders; or
2. venting equipment that is integral with household appliances.

D. The home inspector is not required to:
1. disturb insulation or vapor retarders; or
2. determine indoor air quality.

AUTHORITY NOTE: Promulgated in accordance with R.S. 37:1475.
HISTORICAL NOTE: Promulgated by the Department of Economic Development, Board of Home Inspectors, LR 26:2749 (December 2000), amended by the Office of the Governor, Board of Home Inspectors, LR 30:1692 (August 2004).

§329. Built-In Kitchen Appliances

A. The home inspector shall inspect and operate the basic functions of the following appliances:
1. permanently installed dishwasher; through its normal cycle;
2. range, cook top, and permanently installed oven;
3. trash compactor;
4. garbage disposal;
5. ventilation equipment or range hood;
6. permanently installed microwave oven; and
7. any other built-in appliance.

B. The home inspector is not required to inspect:
1. clocks, timers, self-cleaning oven function, or thermostats for calibration or automatic operation;
2. non built-in appliances such as clothes washers and dryers;
3. refrigeration units such as freezers, refrigerators and ice makers; or
4. central vacuum system.

C. The home inspector is not required to operate:
1. appliances in use; or
2. any appliance that is shut down or otherwise inoperable.

AUTHORITY NOTE: Promulgated in accordance with R.S. 37:1475.
HISTORICAL NOTE: Promulgated by the Department of Economic Development, Board of Home Inspectors, LR 26:2749 (December 2000), amended by the Office of the Governor, Board of Home Inspectors, LR 30:1692 (August 2004), LR 41:923 (May 2015).

Chapter 5. Code of Ethics

§501. Code of Ethics

A. Purpose. Integrity, honesty, and objectivity are fundamental principles embraced by this Code of Ethics, which sets forth the obligations of ethical conduct for the Licensed Home Inspector (LHI). The Louisiana State Board of Home Inspectors (LSBHI) has enacted this Code to provide high ethical standards to safeguard the public and the profession. LHIs in Louisiana shall comply with this Code, shall avoid association with any enterprise whose practices violate this Code, and shall strive to uphold, maintain, and improve the integrity, reputation, and practice of the home inspection profession.

B. Ethical Obligations
1. The LHI shall avoid conflicts of interest or activities that compromise, or appear to compromise, professional independence, objectivity, or inspection integrity.
2. The LHI shall not inspect properties for compensation in which he has or expects to have, a financial interest.
3. The LHI shall not inspect properties under contingent arrangements whereby any compensation or future referrals are dependent upon reported or non-reported findings or on the sale of a property.
4. The LHI shall not directly or indirectly compensate real estate agents, brokers, or any other parties having a financial interest in the closing/settlement of real estate transactions, for the referral of inspections or for inclusion on a list of recommended inspectors, preferred providers, or similar arrangements.
5. The LHI shall not receive compensation from more than one party per inspection unless agreed to by the client(s).
6. The LHI shall not accept compensation, directly or indirectly, for referring or recommending contractors or other service providers or products to inspection clients or other parties having an interest in inspected properties, unless disclosed and scheduled prior to the home inspection.
7. The LHI or any company or firm with which the home inspector is an employee, owner, or independent contractor, shall not solicit to repair, replace, upgrade, or repair, replace or upgrade for compensation, any system or component of the home which the inspector noted in the inspection report as deficient, in need of repair or replacement, or unsafe for a period of one year following the date of the home inspection.
8. The LHI shall act in good faith toward each client and other interested parties.
9. The LHI shall perform services and express opinions based upon genuine conviction and only within his areas of education, training or experience.
10. The LHI shall be objective in his reporting and shall not knowingly understate or overstate the significance of observed conditions.
11. The LHI shall not disclose inspection results or a client's personal information without approval of the client or the client’s designated representative. At his discretion, the LHI may immediately disclose to occupants or interested parties safety hazards observed to which they may be exposed.
12. The LHI shall avoid activities that may harm the public, discredit him or reduce public confidence in the profession.
13. The LHI shall not disseminate or distribute advertising, marketing, or promotional materials which are fraudulent, false, deceptive, or misleading with respect to the education, experience, or qualifications of the LHI or the company with which he is affiliated.
14. The LHI shall report substantial and willful violations of this Code to the LSBHI.

AUTHORITY NOTE: Promulgated in accordance with R.S.37:1475 and 37:1478.B.
HISTORICAL NOTE: Promulgated by the Department of Economic Development, Board of Home Inspectors, LR 26:2749 (December 2000), amended by the Office of the Governor, Board of Home Inspectors, LR 30:1693 (August 2004), LR 36:2863 (December 2010), LR 37:2406 (August 2011), LR 41:924 (May 2015), repromulgated LR 41:2339 (November 2015), amended LR 43:315 (February 2017), LR 43:1913 (October 2017), LR 50:779 (June 2024), LR 50:1265 (September 2024).