**HOME QUEST, LLC.**

# HOME INSPECTION AGREEMENT

This Agreement is made and entered into on _____ between Home Quest, LLC. (the "Inspector(s)" and _____ (the "Client") regarding the property located at _____ (the "Property").

In consideration of the promises contained herein and the terms of this Agreement, the parties agree as follows:

1. The Client will pay to the Inspector the sum of _____ (the "Cost") for the limited visual inspection of and written report (the "Report") on the Property within the scope of and in accordance with C.G.S. 400(f), s20-492a(b) (as amended), hereinafter referred to as the "Standards of Practice", a copy of which has been provided to the Client.

2. The Client agrees that systems and components that are, in the opinion of the Inspector, inaccessible or are concealed at the time of the inspection cannot be adequately inspected and accurately judged and that out of respect for the current owner(s), the Inspector will not move personal property or perform any dismantling or destructive actions during the inspection.

3. The Client agrees that the Report is for the sole, confidential and exclusive use of the Client and for no other person or agent. The report and contents are the property of the inspector. No other person may rely on this report. The Inspector shall have no liability to any third parties as the result of Client's making the Report available to them and Client agrees to indemnify the Inspector, its employees or agents, against any third party claim and to hold them harmless as the result of such a claim.

4. The parties understand and agree that the Inspector and its agents and employees assume no liability or responsibility for the costs of repairing or replacing any reported or unreported defect or deficiency on the Property, either current or latent or arising in the future, or any property damage, consequential damage or bodily injury of any nature.

5. The parties agree that the Inspector is not an insurer or guarantor against defects in the structure, systems or components inspected and that Inspector makes no warranty, expressed or implied, as to the fitness for use, condition, performance or adequacy of any inspected structure, item, component or system.

6. In the event of a claim by Client that a readily accessible installed system or component of the property which was part of the Inspection was not, at the time of the inspection, in the condition stated in the Report, Client agrees to notify Inspector at least 72 hours prior to repairing or replacing such system or component, and that any repairs or corrective action without prior consultation with the Inspector relieves the Inspector of any and all liability. Client agrees that Inspector shall be liable for repair and replacement on such system or component only if there has been a complete failure to follow the Standards of Practice, and that the Inspector's liability is limited to two (2) times the Cost (exclusive of any additional fees, expenses, or taxes). Should Client make a claim against the Inspector for any alleged error, omission, or other act arising out of this work, and fails to prove such claim, the Client agrees to be responsible for all attorney's fees, expenses, and costs incurred by the Inspector in defense of the claim (including any cross-, counter-, or third-party claims).

7. This Agreement, including any Additional Terms and Conditions, represents the entire Agreement between the parties and that there are no other agreements between them, whether written or oral and shall be construed and enforced according to the laws of the State of Connecticut. Should a court of competent jurisdiction determine that any portion of the agreement is unenforceable, the remaining provisions and portions of this agreement shall remain in full force and effect.

I agree to the terms of the agreement. I have read and understand all parameters and ramifications of this agreement. I am signing with that understanding.

| _____ | _____ | _____ |
|---|---|---|
| Client's Signature | Date | Client's Address |