**Cayman Home**

**INSPECTORs LTD.**

P.O. Box 2385 GT

Grand Cayman

KY1-1105

Telephone: (345) 925-4825 / Fax: (345) 943-4582

Email: chi@candw.ky

MLS# : [ # ]

Visit us at:

www.caymanhomeinspectors.com

**STANDARD CONTRACT AGREEMENT**

*Terms of Engagement*

**THIS CONTRACT AFFECTS YOUR LEGAL RIGHTS, PLEASE READ CAREFULY BEFORE SIGNING.**

Ref # 1000-20 ? (*Use this reference no. on all correspondence*).

THIS PROPERTY INSPECTION CONTRACT (the “Contract”) made this [ x ] day of [x ], 2017 **between:**

**Clients Name : (the Client”) NAME**

Mailing Address **: x**

City / Postal Code / Country **: x**

Telephone – Home **: x** Telephone – Business **: x** Telephone – Cellular **: x** Fax **: x** Email : **x**

**AND Cayman Home Inspectors Ltd.** in relation to a property located at **:**

the “subject property” address**: x**

Block / Parcel number **: x**

Square Footage **: x**

Year built :  **x**

Conditions deadline  **x**

*Inspection Areas* : [ ] **Exterior** [ ]  **Interior** [ ] **Appliance** [ ]  **Electrical**

**(** *select* **)** [ ]  **Plumbing** [ ]  **Air Condition** [ ]  **Structure** [ ]  **Garage** [ ]  **Roof**

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1. A retainer of 50% of the total fee is required prior to the visual inspection, with the remaining balance payable upon delivery of the written report of the Subject Property shall be as follows:

|  |
| --- |
|   |
|  ***We accept Master Card & VISA – discount for CASH payments, reflected on final invoice .*** |

PAYMENT METHOD

(check one)

|  |  |
| --- | --- |
| CASH |  |
| VISA |  |
| MasterCard |  |

Credit Card #

|  |
| --- |
|  |

3 Digit security#

|  |
| --- |
|  |

Expiration date

|  |
| --- |
|  |

Authorized SIGNATURE

|  |
| --- |
|  |

 **Cancelation Policy :**

**Cancellations with more than 24 hours of notice No Charge**

**Cancellations with more than 12 - 24 hours of notice $175.00**

**Cancellations with less than 12 hours notice $300.00**

**PLEASE NOTE : You must check BOTH boxes below.**

**x**

I have read and understand the “Standard Contract” as stated herein and agree to your

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“Terms of Engagement” and “Cancellation Policy”.

**x**

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 Xxx I have read and understand the attached document.

 **x** 

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**Client’s Signature : Inspector’s Signature :**

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 **x**

**Witness : Witness :**

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 **x**

**Date : Date :**

**Bank Wiring Instructions**:

|  |  |
| --- | --- |
| Instructions for sending **United States dollars (USD)**to a Butterfield Bank (Cayman) Limited account: **Correspondent Bank:** | **The Bank of New York Mellon, NY SWIFT BIC Code: IRVTUS3N Aba No.: 021 000 018**  |
| Beneficiary Bank: | Butterfield Bank (Cayman) Limited, Grand CaymanSWIFT BIC Code: BNTBKYKYAccount: 803 326 5086  |
| For final credit:( **CI Dollar account** )( **US Dollar account** ) | ***Charles Smatt*** **Account: 02 201 021926** **Account: 01 201 021776** 0 |
|  |  |

**Standard Terms and Conditions**

**THE CLIENT AND THE INSPECTOR ACKNOWLEDGE AND AGREE AS FOLLOWs :**

1. The Client hereby requests that the inspector perform an Inspection of the Subject Property and prepare a written report thereof subject to the following limitations and conditions, each of which are acknowledged, understood and accepted by the Client;
2. The inspection shall be performed in accordance with the accepted Standards and Practices within the industry.
3. The inspection report constitutes an opinion of the present condition of the property based on a visual inspection of the readily accessible and visible major systems, components and equipment of the Primary Residence on the Property;
4. The Inspection and Inspection Report do not constitute a guarantee, warranty or an insurance policy.
5. The Client is encouraged to participate in the visual inspection process and accepts responsibility for the consequences of electing not to do so, i.e. incomplete information being available to the inspector. The Client’s participation shall be at the Client’s own risk of injuries, falls, property damage, etc.;
6. The conditions of certain system, components and equipment will be randomly sampled by the inspector. Examples of such systems, components and equipment are window/door operation, hardware and screens, electrical receptacles, switches and lights, cabinet/countertop mounts and functions, insulation depth, mortar, masonry, paint and calking integrity and roof covering material;
7. Weather conditions may limit the extent of the inspection process; the Client hereby realizes and waives any claim it may have against the Inspector for omissions or inaccuracies in the Inspection Report arising as a result of weather conditions existing at the time of inspection;
8. **The inspection report is for the confidential use of the Client only and will not be disclosed to third parties** such as *real estate agents, sellers, buyers, or lenders* without the expressed written consent of the inspector. The Client shall protect and indemnify the inspector from and against any claim against the inspector by any such third party arising from the disclosure of the Inspection Report thereto;
9. The Client and the Inspector hereby agree that all disputed arising in relation to the inspection and Inspection Report shall be referred to and resolved by binding arbitration pursuant to the applicable laws of the Cayman Islands;
10. In the event the Client claims damages against the inspector and does not prove those damages. The Client shall pay all legal fees, attorney’s fees, legal expenses and costs incurred by the inspector in defense of the claim;
11. The Inspector shall not be liable to the client for the cost of any repairs to or replacement of any system, component, or equipment undertaken by the Client without prior consultation of the Inspector;
12. The inspector’s total liability to the client for mistakes, errors or omissions in the Inspection and Inspection Report shall be limited to the amount of the fee paid for the inspection.

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By signing the property Inspection Contract the Client acknowledges, covenants and agrees that :

 1 The Client understands and agrees to be bound by each and every provision of this contract;

 2 The Inspector had not made any representations or warranties other than those contained in this Contract;

3 The Client has had such legal advice as the Client desires in relation to this Contract on the Client’s legal rights;

4 The Client shall pay the fees herein before described to the Inspector upon completion of the on-site inspection, without set-off or deduction. The Client agrees to pay all legal and time expenses incurred in collecting due payments, including attorney’s fees, if any. If Client is a corporation, LLC, third party or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity

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1. Time limits for legal action **:**
2. The client acknowledges and agrees that the time limit for commencement of legal proceedings by the client against the inspector for damages suffered by the client as a result of alleged negligence or breach of contract by the inspector shall be not later than (1) year from the date of the inspection reports herein before described. From and after the expiry of one (1) year from the date of the said inspection report any claim of the client against the inspector and or the inspectors’ employees, agents and servants arising from or in relation to this contract and or the services provided hereunder shall expire and cease to exist for all purposes and the clients right to commence proceedings against the inspector and or the inspections employees, agents and servants shall thereupon be barred and ceased to exist for all purposes.

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