

REPORT NUMBER:

DATE OF INSPECTION:

CLIENT:

INSPECTOR:

SUBJECT PROPERTY:

INSPECTION FEE:

This is a legally binding contract and contains an arbitration clause.

I, (Client), hereby request a limited visual inspection of the structure identified at the address above, for my sole use and benefit. I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and will promptly call the Inspector with any questions I may have.

Standards of Practice - Unless otherwise inconsistent with this Agreement or not possible, Inspector agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. Client understands that these standards contain certain limitations, exceptions, and exclusions.

Scope of Inspection - The scope of the inspection and report is a limited visual inspection of the readily accessible general systems and components of the home to identify any system or component listed in the report which may be in need of immediate or major repair. Inspector may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure. The scope of the inspection is limited to the items listed within the report pages. The report contains technical information. If you will not be present during the inspection please call our office to arrange for a verbal consultation with Inspector. If you choose not to consult with Inspector, the inspection company cannot be held liable for your understanding or misunderstanding of the inspection report contents.

Outside the scope of Inspection - Any area which is not exposed to view, or is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all risk for all conditions which are concealed from view at the time of inspection. Client acknowledges what is being contracted for is a building inspection and not an environmental evaluation. The inspection is not intended to detect, identify, or disclose any health or environmental concerns regarding the building(s) and/or adjacent property, including, but not limited to, the presence of asbestos, radon, lead, urea-formaldehyde, fungi, mold, mildew, animals, bio-organic growth, PCBs, or any other toxic materials or substances contained in the water, air, soils, or building materials or products.

Whether or not they are concealed, the following are OUTSIDE THE SCOPE OF INSPECTION:

- building code or zoning ordinance violations or compliance
- geological stability or soil conditions
- structural stability or engineering analysis
- asbestos, mold, fungi, bio-organic growth, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any other environmental hazards
- building value appraisal or repair cost estimates and or methods
- condition of detached buildings pools, spas, saunas, steam baths, and their related fixtures and equipment, and underground piping
- specific components noted as being excluded on the individual inspection pages
- private water or private sewage/septic systems
- radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters, and thermostatic or time clock controls
- water softener and purification systems or solar heating systems
- furnace heat exchangers, some freestanding appliances, security alarms, low-voltage signal systems (such as phone and cable television) or personal property
- adequacy, strength, or efficiency of any system or component and cause of any deficiencies
- prediction of life-expectancy of any item, future conditions or operating costs
- building permits and identification of any modifications or additions
- inside of any piping or any underground piping or components, including, but not limited to, underground storage tanks
- advisability of purchase of property
- acoustical properties of the building or any perceived noise conditions
- effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances

This is not a home warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures which may be required by law.

Inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any construction craft or trade. Inspector may possess licenses or certification in related professions such as contractor, engineer, mold, or pest control operator. Client understands the inspector is performing this inspection as a Home Inspector and Structural Pest Inspector per local standards; not acting not acting in any other professional capacity including, but not limited to those listed. If your inspector recommends consulting other specialized experts, Client must do so at Client's expense, and Client is advised to do so prior to the close of transaction. Client accepts all responsibility for failure to act upon Inspector's recommendations. If there are water leaks, damage, stains, or musty smells reported by the Inspector and/or detected by the Client, the Inspector recommends evaluation by a mold specialist prior to completion of the transaction.

Confidential Report - The inspection report prepared for the Client is solely and exclusively for the Client's own information and may not be relied upon by any other persons. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the inspection report. Client agrees to indemnify, defend, and hold Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

Severability - Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portions of this contract is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

Integration - This Agreement contains the entire integrated agreement of the parties hereto and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to this subject matter. No changes or modifications of this agreement are enforceable unless agreed to in writing and signed by both parties.

Disputes - Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question. Any legal action must be initiated within one year from the date of the inspection. Failure to initiate said action within one year of the date of the inspection is a full and complete waiver of any rights, actions, or causes of actions that may have arisen there from. This time period may be shorter than otherwise provided for by law.

Limitation on Liability and Liquidated Damages - THE INSPECTOR'S LIABILITY FOR ANY CLAIMS MADE BY THE CLIENT ARISING OUT OF THE SUBJECT INSPECTION REPORT AND OTHER ACTIVITIES COVERED BY THIS CONTRACT IS LIMITED TO THE AMOUNT OF THE FEE PAID FOR THE INSPECTION. THIS LIMITATION OF LIABILITY APPLIES TO ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATIONS, CONCEALMENT, VIOLATION OF A STATUTE, NEGLIGENCE PER SE AND ANY OTHER CLAIM BROUGHT BY CLIENT. THIS LIMITATION IS BINDING ON THE CLIENT, AND ANY ASSIGNEES, AGENTS, PRINCIPALS, SPOUSES, HEIRS AND OTHERS ACTING ON BEHALF OR THROUGH THE CLIENT AND IT APPLIES TO THE INSPECTOR, INSPECTORS, AGENTS, AND EMPLOYEES, AND INSPECTOR'S PRINCIPAL.

Arbitration - Any dispute, controversy, interpretation or claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the inspection on inspection report shall be submitted to final and binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes and of Construction Arbitration Services, Inc. The decision of the arbitrator appointed shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction.

By signing this Agreement the Client and Inspector acknowledge that they have read, understand, and agree to the scope of the inspection and agree to all of the terms and conditions of this contract. Client also agrees to pay the Inspection Fee listed above.

CLIENT SIGNATURE & DATE
