

CLIENT ORIGINAL

AGREEMENT FOR PROPERTY INSPECTION SERVICES

Address of Inspected Property: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Inspection: \_\_\_\_\_ Fee for Inspection \_\_\_\_\_

Outdoor Temperature: \_\_\_\_\_ Weather: \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

by and between \_\_\_\_\_ (hereafter called the "COMPANY")

and \_\_\_\_\_ (hereafter called the "CLIENT").

THE PARTIES AGREE AS FOLLOWS:

1. COMPANY agrees to perform a visual inspection of the subject property and to provide CLIENT with a written inspection report identifying the major deficiencies. This inspection will be of readily accessible areas of the property and is limited to visual observations of apparent condition existing at the time of the inspection only. The inspection only includes items and systems expressly and specifically identified as follows:

- \* Drainage \* Foundation \* Electrical \* Plumbing \* Interior \* Materials of Construction \* Attic \* Central Air Conditioning \* Heating \* Crawlspace/Basement \* Fireplace(s) \* Exterior \* Roof \* Insulation \* Appliances

2. The inspection and report will be performed in a manner consistent with the standards of The American Society of Home Inspectors [ ] or National Association Home Inspectors [ ] or the state of \_\_\_\_\_, or other \_\_\_\_\_. The inspection is completed at the site and all information will be conveyed to you or your representative at that time. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of CLIENT. COMPANY accepts no responsibility for use or misinterpretation by third parties. The inspection report includes a checklist [ ] and a book [ ]. This contract and inspection are subject to the limitations noted in the report and the exclusions noted in the above standards.

3. An inspector will not enter or perform any procedure that may damage the property or its components or be dangerous to the home inspector or anyone else.

4. Items and systems NOT included in the inspection are as follows:

- \* underground utilities \* wells/springs \* solar systems \* personal property \* sprinkler system \* recreational appliances \* thermostats or timers are not checked for accuracy or calibration. \* air conditioners cannot be safely checked when the outside temperature has been below 60 degrees within 24 hours. \* any item or system shut down or inoperable. \* the presence or absence of rodents, termites, or other insects/vermin is not covered by this inspection.

Some items are checked by a sample as expressly and specifically identified in the inspection report. Pressure gauges are not used to test air conditioners. Garbage disposers are checked for operation only. Only the dishwasher's ability to fill and drain properly is checked.

The inspector is not required to move personal property, debris, furniture, equipment, carpeting or like materials which may impede access or limit visibility. Major deficiencies and defects which are latent or concealed are excluded from the inspection. The inspection is not intended to be technically exhaustive. Equipment and systems will not be dismantled.

5. The inspection/report is NOT a compliance inspection for past or present governmental codes, ordinances, statues, special utility restrictions or regulation requirements of any kind. COMPANY may indicate an item's or system's approximate life expectancy but these are general and actual life/performance may vary widely.

6. THE INSPECTION AND REPORT DO NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS THE POSSIBLE PRESENCE OF OR DANGER FROM ASBESTOS, RADON GAS, LEAD PAINT, UREA FORMALDEHYDE, TOXIC OR FLAMMABLE CHEMICALS, ENVIRONMENTAL CONDITIONS, NOISE, WATER OR AIRBORNE RELATED ILLNESS OR DISEASE, AND ALL OTHER SIMILAR OR POTENTIALLY HARMFUL/HAZARDOUS SUBSTANCES.. THE CLIENT IS URGED TO CONTACT A REPUTABLE SPECIALIST IF INFORMATION, IDENTIFICATION OR TESTING FOR THE ABOVE IS DESIRED.

7. THIS INSPECTION REPORT IS NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, CONDITION, STRENGTH OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. THE INSPECTION AND REPORT ARE NOT INTENDED TO REFLECT THE VALUE OF THE PREMISES, NOR TO MAKE ANY REPRESENTATION AS TO THE ADVISABILITY OR INADVISABILITY OF PURCHASE, MARKETABILITY OR THE SUITABILITY FOR USE.

8. The inspection/report is not a certification of any kind. COMPANY shall not be construed as insuring against any defects or deficiencies not contained in the inspection report and subsequently discovered by the CLIENT. This inspection is not an insurance policy.

9. The parties agree, that the maximum liability for Company, its employees or agents, is limited to an amount not to exceed the fee paid for the inspection service. Company will not be held liable for any claims if repairs, replacements are made or money is spent without notifying Company so it can reinspect.

The client is immediately to put in writing to company problems with the service. Communications must be consistent in that the party originally accompanying the inspector will be the party resolving the problem.

Any controversy or claim arising out of or related to this contract, or any breach thereof, shall be settled by binding arbitration in accordance with the [ ] Rules of the American Arbitration Association, [ ] other \_\_\_\_\_ and judgement upon award rendered by the arbitrators may be entered in any court having jurisdiction. Disputes settled without favor to the client will mandate a payment of reinspection time, fees, including but not limited to reasonable attorney's fees, and arbitration costs. \_\_\_\_\_ Initial if acceptable.

10. Payment is due upon completion of the on-site inspection. There will be a \$25.00 charge if any form of payment is subsequently dishonored. All legal and time expenses incurred in collecting due payments, returned checks, or unaccepted credit and payments will be paid by the purchaser of the service. Any fee not paid within 30 days of the inspection will have a service charge of 1.5% monthly or 18% per annum added to the inspection fee. Credit is on an approval basis.

This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties, and their heirs, executors, administrators, successors and assigns.

AUTHORIZATION TO DISCLOSE ANY OR ALL ITEMS IN THE REPORT: YES \_\_\_\_\_ NO \_\_\_\_\_

THE ABOVE IS UNDERSTOOD AND AGREED TO.

CLIENT OR REPRESENTATIVE \_\_\_\_\_

FILE NUMBER

FOR COMPANY \_\_\_\_\_