

## PROPERTY INSPECTION AGREEMENT

This agreement represents a contract between Home Insite Property Inspections and \_\_\_\_\_

for inspection of the property located at \_\_\_\_\_ for the fee of \$ \_\_\_\_\_

This agreement constitutes the entire agreement between the parties; there is no other oral or written agreement. Terms & conditions are listed below.

- 1) The inspection is visual only. The inspector will not disassemble or remove any component or material unless the building component installation allows such without use of tools. Invasive inspection requiring disassembly or demolition of any building component or material is completely beyond the scope of the inspection or report.
- 2) **The inspection and inspection report is not a warrantee or guarantee against latent, undisclosed, or future defects, nor is the company liable for consequential damages should such defects be discovered. The liability of the Company is specifically limited to a liquidated damages amount not to exceed the amount of the inspection fee paid.**
- 3) The inspection is not a compliance review of any Federal, State, County, or Municipal building code or ordinances, or a determination of zoning compliance. The inspector is not employed by any government agency and cannot make legal determination of compliance regarding current applicable codes or ordinances.
- 4) The report does not include product recall information related to any product or material; there are too many recall notices for there to be a review of such materials or components. The client is responsible for determining if components or materials in the property are subject to recall by the mfg. or installer.
- 5) There is no environmental component included in the inspection report; all environmental inspections are completely outside the scope of the report, including but not limited to conditions related to any water, air, or soil analyses, or material, including but not limited to, asbestos in any form, lead paint, radon gas, buried fuel tanks, fungus or mold.
- 6) The inspector is not responsible for educating the client to all the potential hazards that can result from building ownership & occupying the property, including but not limited to, scalding, tripping, fire hazards, electrocution or shock hazards, or other conditions that could cause personal injury to the tenants of the property.
- 7) The Inspection is performed in accordance with the Standards of Practice of the American Society of Home Inspectors. A copy of these Standards is available online at <http://www.homeinspector.org/standards/default.aspx>. The client understands that this report is not prepared to ASTM E2018 requirements. ASTM E2018 requires review of items including, but not limited to, all municipal documents related to the subject property, Flood Plain maps, interviews w/tenant(s), Opinions of Probable Cost, Municipal Code Compliance Review, Sound Transmission Factor(s), Elevators/Escalators, Alarm Systems, Fire Suppression Systems, and Low Voltage wiring systems. All such reviews are specifically excluded from this report. The report is a review of the visible physical building condition only.
- 8) The inspection report is being prepared at the clients' request, and is only for the benefit of the client. Third party use of the report is expressly prohibited by this contract.
- 9) In the event that some component of the building appears defective after the purchaser occupies the building, and the Company did not indicate such component in its report, the Client shall notify the Company immediately for re-inspection and verification prior to repair, acquisition, or replacement of any element of the subject building which the Company has inspected.

10) Should the Client have any dispute or reason to take legal action against the Company regarding the inspection or inspection report, such legal action must be brought within six (6) months from the date of the inspection or will be deemed waived and forever barred. If the inspection results in legal action against the Company, the client agrees to pay for all fees & court costs related to the claim.

11) If the inspector is required to return to the property to re-inspect any component of the property that was not inspected due to weather, lack of access, or other restriction, such inspection constitutes a separate inspection w/ additional fees to be paid to the Company, amount to be agreed upon by both parties prior to reinspection. If no agreement is reached between the parties regarding fees, the inspector shall not be required to re-inspect until fees are agreed upon.

12) If the Client is married or purchasing the subject property w/ a partner, Client represents actual authority to sign for their spouse or partner.

13) The average building is comprised of thousands of items, systems, and conditions. This inspection includes only the items, systems and conditions listed and contained within the ASHI Standards of Practice and included under the general headings of STRUCTURE, EXTERIOR, ROOFING, PLUMBING, ELECTRICAL, HEATING, COOLING, INTERIOR, INSULATION AND VENTILATION, and FIREPLACES AND WOODSTOVES. A partial list of some of the items, systems and conditions NOT included in this inspection unless specifically agreed to in writing are:

- a) Ancillary systems such as security and fire protection systems, furnace humidifiers, water wells, septic systems, solar heating systems, remote control devices, low-voltage exterior lighting systems, water softeners, central vacuum systems, recreation equipment or facilities, telephone, intercom or cable TV systems, antennae, and lightning arrestors.
- b) Condition and general health of trees, lawn and plants.
- c) Cosmetic treatments such as paint, wallpaper, carpet, flooring, window treatments and other decorative items.
- d) Systems requiring specialized equipment, expertise, or invasive techniques to inspect such as EIFS siding, furnace heat exchangers, humidifiers and electronic air cleaners, buried or hidden drain pipes, underground storage tanks, and chimney flues and linings.
- e) Any land survey, appraisal of the value of the property, or determination of the insurability of the property.
- f) Common systems or building components serving more than one dwelling unit or that are maintained by an owners association.

The Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions are informal only and DO NOT represent an inspection.

14) Should a court determine that any part of this agreement is invalid, only that part will be deemed invalid, w/ the remainder of the agreement in full force & effect.

15) By signing this document, the parties acknowledge that they have read this Agreement, understand its contents, and agree to its terms and conditions.

(Print Name): \_\_\_\_\_

(Print Name): \_\_\_\_\_

(Signature): \_\_\_\_\_

(Signature): \_\_\_\_\_

(Email Address): \_\_\_\_\_

(Email Address): \_\_\_\_\_

(Phone): \_\_\_\_\_

(Phone): \_\_\_\_\_