

Inspection Agreement

“This is a legal and binding contract, please read carefully”

This agreement between **Honest&Detail Property Evaluation Services LLC. (DBA: Honest&Detail Home Inspections)** and the client, **YOUR NAME**, Represents a contract to perform a time limited, visual general home inspection.

The Client has read, understands, and agrees that this inspection is being performed according to the following terms and conditions:

AN INSPECTION IS INTENDED TO ASSIST IN EVALUATION OF THE OVERALL CONDITION OF A BUILDING. THE INSPECTION IS BASED ON OBSERVATION OF THE VISIBLE AND APPARENT CONDITION OF THE BUILDING AND ITS COMPONENTS ON THE DATE OF THE INSPECTION AND NOT A PREDICTION OF FUTURE CONDITIONS. THE RESULTS OF THIS HOME INSPECTION ARE NOT INTENDED TO MAKE ANY REPRESENTATIONS REGARDING LATENT OR CONCEALED DEFECTS THAT MAY EXIST, AND NO WARRANTY OR GUARANTY IS EXPRESSED OR IMPLIED. YOUR HOME INSPECTOR IS NOT A LICENSED STRUCTURAL ENGINEER OR OTHER PROFESSIONAL, WHOSE LICENSE AUTHORIZES THE RENDERING OF AN OPINION AS TO THE STRUCTURAL INTEGRITY OF A BUILDING OR ITS OTHER COMPONENT PARTS, YOU MAY BE ADVISED TO SEEK A PROFESSIONAL OPINION AS TO ANY DEFECTS, OR CONCERNS MENTIONED IN THIS REPORT.

1) Honest&Detail will perform a time limited visual partial inspection (performed in a manner consistent with a set of written Standards of Practice determined by the home inspection company) of certain accessible elements of the property stated, herein solely for the determination of elemental conditions on the date of the inspection. The client understands and agrees that this inspection is the company's good faith opinion of the condition of the major systems of the property at the time of inspection and cannot be considered as a guarantee or warranty, express or implied, as to the condition of the property inspected. The inspection and report are performed for the sole and exclusive use of the client and are not transferable.

2) The inspections may include unless restricted by client, identification of elemental visual conditions including obvious defects and deficiencies of, central air conditioning (*weather permitting*), central heating, interior electric, interior plumbing, foundation, framing, roofing, siding, and grounds. The inspection and this report concerns itself only with exposed major structural and major exposed mechanical system of the building, and any reference to minor sub - systems and or components is merely meant for your further information. **The results of the inspection and the information contained in this report are no guaranty against future defects and deficiencies in the inspected building. The visual observations are the personal opinion of the inspector and it is suggested that in any questionable areas that a second opinion be secured from a professional specializing in the particular area in question.**

3) This inspection will not include; (the determination of any latent, concealed nor inaccessible deficiencies), (locations that were cluttered or not clearly visible), (difficult to comfortably inspect such as small crawl spaces), (locations where access doors or panels were fastened by mechanical means or painted shut, chimney flues, fireplaces), (environmentally contaminated which is defined by the field inspector doing the inspection and not necessarily documented on this report), and any other condition when the inspector feels that his safety is in jeopardy by rodents, wildlife, tight claustrophobic locations locked rooms, roof tops, attics with no flooring, loose or airborne insulated areas, etc. These inaccessible locations will be defined by the inspector at the time of inspection and verbally discussed at the time of the inspection and are not necessarily documented on this report.

4) This is not a code compliance inspection, geological or soils investigation, engineering design evaluation an environmental assessment, a mold inspection, a forensic evaluation, or related service unless otherwise specified by the company in writing. **Also not inspected;** security systems, sprinkler systems, solar systems, geothermal systems, swimming pools, smoke detectors, flood prevention systems, central vacuum systems, space heaters, small air conditioners, household appliances, elevators, intercom, ponds, creeks, cuss pools, hot tubs, mechanical bath tubs, low voltage systems, phone systems, buried utilities or any other minor sub system. **Furthermore,** this inspection is not intended to detect nor disclose any health or environmental concerns regarding this property such as the presence of asbestos, radon, fiberglass, urea formaldehyde, lead paint, lead soil, lead dust, lead water, Electro Magnetic Fields, bacteria, black mold, mildews, fungus, PCBs, vermiculite, fiberglass, dust mites, and any other environmentally hazardous material, or other similar substances, including any odors and pet damage. **Separate test may be available** for some or all of the above hazardous materials upon request. If the inspector chooses to talk, consult, advise, identify, or test environmental constituents the client assumes all risks and should interpret any presented material from the inspector. **Also excluded (unless specified below)** in this inspection is the determination of presence of wood and non - wood boring infesting insects, such as termites, carpenter ants, powder-post beetles, fleas, bees, cockroaches etc. **The client is advised to** employ a reputable pest control firm to perform a pest inspection and have that firm submit a written warranty. **This inspection further does not include;** inspection or testing of private water sources, wells, ponds, underground storage tanks, water filtering systems, water softener systems, gas wells, oil wells, private waste systems, septic tanks treatment plants etc. **The client is advised to** employ a private professional certified in this field to perform all these special inspections. **The client is further advised to** obtain any necessary warranties and certifications from the selling party concerning all above said items.

5) A written report of the inspection shall be furnished to the client by the inspector within a reasonable time after completion of this partial, visual and time limited inspection and the client acknowledges that the report is in no way a written warranty or guarantee of the condition of the property, but only a summation of observations made by the inspector.

6) Honest&Detail Property Evaluation Services LLC's liability for any client post - inspection claim is limited to a maximum \$500 or the inspection fee paid whichever is less. Should a claim or dispute arise regarding any aspects of this inspection, the client will promptly notify the company in writing and prior to any corrective or remedial action, in order to provide the company the option to assess the report condition. Failure by the client to properly provide this notification and access will release the company of all liability concerning this inspection. Furthermore, no suit or action shall be brought against **Honest&Detail Property Evaluation Services LLC's** or inspector by the client for breach of this agreement at any time beyond 15 days of inspection. (Continued on page #2 of 2)

7) The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against InterNACHI itself allegedly arising out of this Agreement or INSPECTOR's relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado. No such action may be filed unless the plaintiff has first provided InterNACHI with 30 days' written notice of the nature of the claim. In any action against INSPECTOR and/or InterNACHI, CLIENT waives trial by jury.

8) The following report pages which may consists anywhere from 1 (One) page to 200 (Two-Hundred) pages depending on the dwelling or building inspected are merely considered field notes written during the inspection. The client is advised prior to the inspection to be present, since, all inspected information and comments cannot and will not be documented on the field notes. The inspector is only responsible to determine in his opinion the condition of the inspected items as noted on the pages of the inspection report. All other comments, opinions statements written or verbal, and items checked off from the checklist report format, are for the sole purpose of the inspector. The inspector may choose not to check off or omit checking off certain areas of the report. **Honest&Detail Property Evaluation Services LLC's** or inspector assumes no liability for any remarks or recommendations contained herein, or any actions on the part of the customer in reliance on this report.

9) **New Construction Inspections - Wood** conditions may change and movement may occur. Common settlement may result over time from lumber shrinkage, gaps at connections and deflection at sub-floor. Movement from the roof framing members and attic may result in nail pops and expansion cracks along the ceiling. This is common with new homes.

10) **CLIENT understands that under the "We'll Buy Your Home Back" Program**, InterNACHI purchases the home – not the INSPECTOR. INSPECTOR's role is limited to his/her participation in the "We'll Buy Your Home Back" Program, but InterNACHI purchases the home. CLIENT understands that INSPECTOR has no obligation to purchase the home under the "We'll Buy Your Home Back" Program, and CLIENT's sole remedy for any failure to purchase the home is against InterNACHI.

Fee Schedule: The Client(s) choose to have, for the fee amount shown, the following inspections and / or performed test

\$ <u>000.00</u>	Full Home Inspection (Less than 2,000 sq. ft. \$100.00 each additional 500 sq. ft.)
\$ <u>Included</u>	Infrared Certified® Inspection
\$ <u>Included</u>	Termite (WDO) Inspection
\$ <u>Included</u>	Moisture/Mold Intrusion Inspection (Testing not included)
\$ _____	Roof/Moisture Intrusion Inspection (Commercial/Residential)
\$ _____	Presale/Prelisting Home Inspection
\$ _____	Maintenance Inspection
\$ _____	Furnace/Co Inspection
\$ _____	Utility Inspection
\$ _____	Energy Audit Inspection
\$ _____	New Build_Construction Inspection

The Total Fee(s) for this inspection(s) is \$ 000.00 and is outlined above. Payment is due and payable upon completion of the inspections or test performed. The report and/or findings will be issued only after the above said fee(s) are paid.

Agreement Acknowledgment

I, The Client YOUR NAME have/ read and understand and agree to all of the terms and conditions on pages 1 and 2 of this agreement, as evidenced by my signature.

Address of Inspection 1234 Your new home address City: Your city State: OHIO Zip 12345

X _____
Client's Signature

X MIKE CASTRO
Inspector for Honest&Detail Property Evaluation Services LLC.

11/7/2015
DATE

11/7/2015
DATE

10:00AM
TIME

youremailhere@G-MAIL.COM
Client Email

JOB ID #15-0328-214875