

Inspection Agreement

1. IN CONSIDERATION of the fee being paid for this inspection and the services rendered, Home Standards Inspection Services and client agree that: the purpose and scope of the inspection is to identify and disclose to the client the visible and apparent condition of the major systems as these conditions existed on the time and date of the inspection. The report pertains to readily accessible areas of these included systems. Defects that would be considered very obvious to a casual observer may not be included in the report. The inspection and report will be performed in a manner consistent with the guidelines, established by the American Society of Home Inspectors in the ASHI “Standards of Practice” and “Code of Ethics”. A copy of these standards can be provided upon request.

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

The inspection covers only the items listed in the report for function and safety, not for code compliance. This report does not warrant or guarantee that the items or systems inspected are in compliance with electrical, plumbing, mechanical, structural, or other building codes or zoning ordinances. The inspection and report are not intended to address the possible presence of asbestos, radon, mold, UFFI, water pollutants, or lead contaminants, unless previously agreed upon.

The inspection is essentially visual; it is based upon the experience and opinion of the inspector and it is not meant to be technically exhaustive. The home is not specifically inspected for termite infestation. However, if any termite damage is observed, it will be noted in the report. The home is not inspected for insects such as fleas, cockroaches, bees, ticks, etc.

This report is not meant to be a warranty or guarantee, expressed or implied, of adequacy or performance of structures, systems, or their component parts. The premises and/or systems may be in good condition when examined, but the condition may change thereafter.

The following exterior items are not included in a basic home inspection:

Solar collectors	Trees and shrubs	Swimming Pools	Spas	Septic systems
Out buildings	Patio covers	Tennis Courts	Retaining walls	Security systems
Underground storage tanks		Chimney flues and flue liners		Wells
Playground equipment, or other recreational or leisure equipment			Central vacuum systems	

The following interior items are not included in a basic home inspection:

Oven cleaners & timing devices	Window air conditioners	Water softeners/conditioners,
Fireplace/chimney flues	Laundry appliances	Alarms or intercoms
Free standing kitchen appliances	Floor coverings	Remote garage door openers

*Only the dishwasher's ability to fill and drain is checked.

Verification of any or all of the utilities being on at the time of inspection is not the responsibility of the inspection company. Electrical or mechanical systems that have been shut down are not inspected. In addition, if these systems do not respond to normal controls, then the system cannot be activated or operated. The inspector does not examine any systems whose utilities are off.

2) The inspection is not a certification of any kind. Home Standards Inspection Services (HSIS) 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. Virtually every home will have some flaws or defects not identified in the report. We can reduce your risk in purchasing, but we cannot eliminate it nor do we assume that risk.

3) Should the client uncover any deficiencies for which it is believed HSIS should have noted in the inspection report, the client agrees to notify the HSIS within 30 days following this discovery, and to allow HSIS 15 days to re-examine these conditions before making any remedial repair. Failure to do so will void any further responsibility of HSIS.

This report is for the sole benefit of the named client. Third parties that utilize the contents of this report for their own use, do so at their own risk, and assume all risks and liabilities of such action.

If the client or any third party makes claim that we have been negligent in making the inspection and/or preparing the report, or if the client is not satisfied that we have fully satisfied our obligations and duties under this inspection agreement, all parties agree the claim against Home Standards Inspection Services will be limited to no more than the fee paid for their services.

4) In the event a claim should arise from the inspection or inspection report it is agreed that this claim shall be decided by arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association, and the choice of arbitrators will include at least one "Certified Member" of the American Society of Home Inspectors (ASHI) ®. In the event that this or any other clause in this agreement is found to be invalid by a court of law, this will not invalidate any other portion of the agreement.

I (we) _____ agree to have
the property located at _____

inspected by Home Standards Inspection Services according to the preceding conditions.

The total fee for the inspection is _____. Payment is due upon receipt of the inspection report.

I (we) understand that the report is confidential and is strictly for my (our) use only. If client is married, the signing party testifies that they have authority to bind this agreement for both parties.

Client or Representative

date

Inspector signature

date

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

I give my permission to release inspection information to my real estate agent. Yes No