

FIRST SERGEANT INSPECTION SERVICES, LLC
WASHINGTON STATE HOME INSPECTOR LICENSE #2232
GREGORY M. STEPHENS, OWNER
(360) 350-2561

Contract for Home Inspection Services

Property address _____

Fee for the inspection is _____

THIS AGREEMENT made this _____ day of _____, 201___ by and between
_____ and First Sergeant Inspection Services, LLC
(hereinafter known as "Client") (hereinafter known as "INSPECTOR")

The Parties Understand and Agree as follows:

1. The INSPECTOR agrees to perform a limited visual inspection of the home's systems and components, as they exist at the time of the inspection. The inspection will be performed in accordance with the Washington State Standards of Practice <http://apps.leg.wa.gov/WAC/default.aspx?cite=308-408C>. The Client understands that the home inspector is a generalist and the purpose of this inspection is to identify and disclose visually observable major deficiencies of the inspected systems and components at the time of the inspection only. Detached buildings are not included except as detailed in the inspection report. Evaluation of minor, easily correctable or cosmetic deficiencies is not the intent of the inspection or the report. Any comments offered by the INSPECTOR that could be construed as over or beyond the standards of practice or the language of this contract, are offered as a courtesy and they do not comprise the bargained for report.

2. CLIENT understands that the home inspection is only one step in the client's "due diligence" process and the inspector is likely to recommend further evaluation, work or repairs by qualified parties. It is understood by the CLIENT that it is the inspector's role to look for signs of problems or damage. The full extent of that damage may not be revealed or may be hidden or not readily apparent. That is why an inspector calls for further evaluation by specialists and timely repairs. It is by law, per WAC-308408C-030, not the inspector's role to determine the full extent of any and all damage or to itemize problems or to estimate repair costs. CLIENT agrees that if further evaluation or repairs are delayed by client or occur only after the transaction has closed or price negotiations have been completed, the financial consequences of that decision to delay rest solely with the client if unanticipated or further damage is found. CLIENT understands that conditions in a home can, and will, change from day to day and CLIENT agrees that the inspection report does not constitute a warranty or guarantee against any defects or deficiencies that may be present or may arise in the future. It is understood that the inspection report is supplementary to the seller's disclosure, Form 17 and is a single step in the due diligence process.

3. This Inspection is being performed for the use of the CLIENT, who gives INSPECTOR permission to discuss and share observations, inspection reports and information with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for third parties or repairpersons. Inspector MAY provide a copy of the written report to the client's real estate agent.

4. INSPECTOR performs home inspections and does not perform engineering, geological engineering, structural engineering, soil analysis or analysis of retaining walls, architecture, plumbing, structural pest inspections, electrical contracting, HVAC or any other job function requiring a separate license other than those licenses that apply for performing home inspections.

5. The CLIENT acknowledges that a home Inspection is NOT an environmental survey and the report will not, and is not intended to, detect, identify, disclose, or report on the presence of environmental concerns or hazards in air, water, soil or building materials. If the client desires an environmental survey that would involve searching for, reporting on or analysis of any such concerns or hazards, a qualified specialist or testing firm should be hired. Environmental concerns that are excluded from the inspection include, but are not limited to, asbestos; radon; lead; urea formaldehyde; plants belonging to the major group fungi (lacking chlorophyll, including but not limited to, molds, rusts, mildews, smuts, mushrooms); odors; noise; toxic or flammable chemicals; water or air quality; PCB's or other toxins; Chinese Drywall products; proximity to toxic waste sites; electro-magnetic fields; underground storage tanks; carbon monoxide; vermin; pet urine. Client understands that he or she shall have no cause of action against the inspector for any of the above causes or for matters excluded by the Standards of Practice.

6. The Inspection only includes accessible systems and components expressly and specifically identified in the inspection report. The inspection limitations, exceptions and exclusions in the Standards of Practice are incorporated herein. Any area that is not exposed to view, is concealed or inaccessible because of storage, soil, walls, wallpaper, floors, carpets, ceilings, insulation, furnishings and sinks, toilets and other plumbing fixtures or in any other fashion is excluded.

The Inspection does not include destructive testing or dismantling or moving belongings. The following basic systems and components, with some limitations and exclusions, are part of a standard home inspection: site, structure, exterior, roof, plumbing, electrical, heating and

cooling systems, ventilation and insulation, interior, fireplaces and attached garages. The following systems and components and areas are among those NOT included in the inspection or inspection report.

✦ Latent, intermittent, slow-developing or concealed defects in system or component installation, manufacturer or product recalls. Seismic safety, security or function of fire safety systems or sprinkler systems. Safety glass in windows, window or door screens.

✦ Private water, sewage systems, water softeners or purifiers, internal workings of radiant heat systems or solar heating systems, heat exchangers, the adequacy or uniformity of the heating or cooling system and ducts or the uniformity or adequacies of heat or airflow to the various rooms. Inside sewer, fuel or gas lines, inside walls or floors, toilet flanges and sink or plumbing pipes and drains that go into a wall or are otherwise concealed, yard sprinkler systems.

✦ Architecture, engineering, detailed structural analysis, zoning or building code compliance or environmental survey or permit or unique/technically complex systems or components, system or system and component life expectancy, extent of damage, cost of repairs or adequacy or efficiency of any system or component. Adverse conditions that may affect the desirability of the property including but not limited to proximity to railroad tracks, roadways, airplane routes, boundaries, easements or rights of way, adjoining properties or neighborhoods.

✦ Pools, spas, hot tubs, saunas, steam baths, their foundations or other types of or related systems and components. Free standing appliances or gas appliances, such as fire pits, barbecues, heaters and lamps.

7. CLIENT understands that this inspection is not exhaustive, but the standard limited visual inspection of the readily accessible areas of the structure. CLIENT agrees that any claim, for negligence, breach of contract or otherwise, must be made in writing and reported to INSPECTOR within ten (10) business days of discovery. CLIENT further agrees to allow INSPECTOR the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions, before CLIENT, or CLIENT’s agent, repairs, replaces, alters or modifies the claimed discrepancy. CLIENT understands and agrees that any failure to notify INSPECTOR, as stated above, shall constitute a waiver of claims CLIENT may seek against INSPECTOR. Any legal action must be brought within six (6) months from the date of the inspection, failure to bring said action within six (6) months of the date of the Inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen therefrom. Time is expressly of the essence herein. CLIENT understands that the maximum liability incurred by the INSPECTOR for errors and omissions in the inspection shall be limited to the fee paid for the inspection, the exception being those instances, when and if, the inspector is preparing a complete wood destroying organism report and performing duties as a state licensed structural pest inspector. Any court action, the result of a dispute over this business transaction must be filed in Thurston County, Washington. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

8. The laws of Washington State shall govern this agreement. If any portion of this agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties. This agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and is signed by the parties and supported by valid consideration. This agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

9. Dispute resolution – Arbitration Clause: Any dispute, controversy, interpretation or claim including 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 or Inspection report shall be submitted to final and binding arbitration under the rules and procedures of the expedited arbitration of home inspection disputes of construction arbitration services, inc. The decision of the arbitrator appointed thereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdictions.

10. Payment is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments.

THE ABOVE TERMS ARE UNDERSTOOD AND AGREED TO, AND CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

_____ Date _____

_____ Date _____

First Sergeant Inspection Services, LLC

CLIENT or Representative

Gregory M. Stephens, Owner

(one signature binds all)

Form revision Jun 2018