



HomeWorks Advantage Inspections

Residential & Commercial Inspections

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THIS IS A LEGALLY BINDING AGREEMENT – PLEASE READ IT CAREFULLY

Name: Report Number: HWA01xxx Property Address:
Email: Phone: Inspection Date and Start Time:

PROPERTY INSPECTION AGREEMENT

1. This Property Inspection Agreement is made and entered into by Homeworks Advantage Inspections, hereinafter referred to as COMPANY. Company agrees to perform a home inspection within the limits of this Agreement and pursuant to the Standards of Practice and Code of Ethics of the American Society of Home Inspectors at the above subject property address for the above Client(s). A copy of the ASHI Standard of Practice can be obtained at – www.ashi.org.

2. It is agreed that the inspection is limited to visual observations of the readily accessible areas, systems and components of the dwelling and the apparent conditions existing at the time of inspection only. It is agreed that the conditions of the property could change after the time of the inspection and some existing conditions may only be observable under different conditions than existed at the time of the inspection. Client(s) represents and warrants that Client(s) has secured all approvals necessary for the Company to conduct the inspection on the subject property. If Client(s) participates in the inspection process, Client(s) does so at their own risk for any personal injury or property damage.

3. The inspection includes, when applicable, accessible and conditions permit: heating and cooling system(s), plumbing, electrical, fireplace, installed kitchen appliances, garage, interior and exterior materials of construction, visible framing components, roof, attic, basement, crawlspace, foundation or as described in the Inspection Report.

4. The Inspector is acting as a generalist and not as a licensed specialist in any specific area of construction including, but not limited to: structural engineering, mechanical systems, electrical, plumbing or architecture. The Inspector performs the inspection in good faith and to the best of his ability.

5. LIMITATIONS AND EXCLUSIONS: The inspection services and Report do not include any destructive testing or dismantling and does not include any area which is concealed or is inaccessible because of soils, walls, floors/floor coverings, carpets, ceilings, curtains, blinds, rugs, furnishings, locks, vegetation, or any other thing. The Client(s) understands and accepts that the following areas or items are outside the scope of and excluded from the inspection services and Report: environmental conditions, presence of toxic or hazardous materials or organisms (including, but not limited to, asbestos, radon, formaldehyde, lead, mold, combustible gases, or combustion exhaust/carbon monoxide), assurance of dry basements, dry crawlspaces or against roof leaks, presence of termite or other wood destroying organisms, presence of Chinese drywall, condition of fencing, landscaping or exterior irrigation systems, water or air quality, flooring beneath carpeting or other floor coverings, geological stability or soil conditions, structural stability or engineering analysis, condition of detached structures (other than garages), EIFS/synthetic stucco, radio-controlled devices, elevators or lifts, swimming pools or pumps, furnace heat exchangers, private water or private sewage systems, odors or noise, compliance with any governmental code, ordinances, statutes or regulations, building value appraisal or cost estimates, endorsement or recommendation to purchase the subject property, suitability for use, insurability, efficiency, quality, durability, future life or future performance of any item inspected, and any other areas or items outside the scope of the inspection services required to be performed pursuant to the Standards. Client(s) agrees to assume all the risk for all conditions, which are concealed from view at the time of the inspection. The inspection is not intended nor to be considered a guarantee or home warranty.

6. NOTICE OF DISPUTE: The Client(s) understands and agrees that any claim for failure to accurately report the visually discernible conditions at the subject property shall be reported to the Company within ten (10) business days of discovery as a pre-condition to any legal action initiated against the Company. If notice is provided via telephone, such notice should be memorialized in a letter to the Company within five (5) business days thereafter. The Client(s) also understands and agrees that, with the limited exception of emergency conditions affecting health and safety, the Client(s) or the Client's agents will make no alterations, modifications, or repairs to the claimed discrepancy prior to allowing the Company an opportunity to perform a re-inspection. The Client(s) acknowledges that any failure to notify the Company or failure to preserve the claimed discrepancy shall constitute a waiver of any and all claims against the Company for said failure to report the condition in question.

7. 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 misinterpretation 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 first to a Non-Binding Mediation conference an absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than the one of those so stated please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.

NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION.

Name:

Report Number: HWA01xxx

8. STATUTE OF LIMITATION, DISPUTE AND LIMIT OF LIABILITY - No action may be brought against Inspector or Company more than 3 months after the inspection date. In the event of a dispute that cannot be resolved by the Client(s) and Company, the parties agree to submit the dispute to mediation through a mutually agreeable mediator. If the Company and the Client(s) are unable to agree upon a mediator, each will submit the names of two other proposed mediators to the two originally nominated mediators, who shall select a mediator. Any and all cost of mediation shall be the responsibility of the Client(s). Limit of Liability for errors or omissions in regards to this agreement, inspection and report is expressly limited to an amount NOT MORE than the inspection fee paid. Liability of inspector's principals, agents, and employees is also limited to not more than the inspection fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability limitation is binding on Client(s) and Client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through Client(s). Client(s) assumes the risk of all losses greater than the fee paid for the inspection. Client(s) agrees to immediately accept a refund of the fee as full settlement of any and all claims, which may ever arise from this inspection.

9. THE INSPECTION AND REPORT ARE PERFORMED AND PREPARED FOR THE EXCLUSIVE AND CONFIDENTIAL USE AND POSSESSION OF THE CLIENT(S). The Inspection Report is not intended for use by anyone other than the Client(s). No third party shall have any right arising from this Agreement or the Inspection Report. In consideration for the furnishing of the Inspection Report, the Client(s) agrees to indemnify and hold harmless Company, its agents, employees, inspectors, directors, officers, shareholders, successors and assigns, for all costs, expenses, legal fees, awards, settlements, judgments, and any other payments of any kind whatsoever incurred and arising out of a law suit, cross-complaint, countersuit, mitigation, administrative proceeding, or any other legal proceeding brought by any third party who claims that he/she relied on representations made in such Inspection Report and was damaged thereby. If Client(s) releases or requests that Company release copies of the Inspection Report to any third party, such release shall be at Client's risk with respect to the contents of this paragraph and only released with written consent.

10. Should any element of this Agreement between Client(s) and Company be declared void it shall be stricken and the remaining provisions shall remain in full force and effect. This Agreement constitutes the entire understanding of the parties with regard to this matter, and no statements, oral or otherwise, shall be enforceable unless made in writing and signed by both parties. The terms and conditions of this Agreement apply to this original inspection, as well as any subsequent inspections that may be performed on the subject property.

11. RECEIPT OF REPORT - The prepared inspection report shall be considered the final and exclusive findings of the Inspector and Company of the subject property. The Client(s) agrees that the Inspector and Company reserves the right to modify the Inspection Report for a period of time that shall not exceed forty-eight (48) hours after the Inspection Report has first been delivered to the Client(s).

12. All recommended repairs need to be performed and documented by qualified licensed contractors or specialty tradesman, prior to closing. This company DOESN'T inspect the repair work performed by any qualified or non-qualified specialists. If an additional visit is required to inspect previously inaccessible areas or items, a minimum charge of \$250.00 will occur and payment is due prior to the inspection and additional report. It is highly recommended that you perform a final walk through of the premises prior to closing.

13. Radon Gas - the EPA recommends that ALL home buyers have an indoor Radon test conducted. Radon is a Class A carcinogen and the second leading cause of lung cancer, estimated to cause 15,000-20,000 deaths in the US annually. According to the EPA's Map of Radon Zones, I have read and fully understand the disclosure above and have initialed a) for service to be performed or b) not to have service performed:

 N/A a) I elect to have Company conduct an indoor Radon test according to EPA Protocols for an additional fee of \$200.00 when performed at the time of the inspection. This fee is not included in the inspection fee below. If initialed, fee will be included on final invoice.

 N/A b) Against the strong recommendation of the EPA and Company, I elect NOT to test the home for the presence of indoor radon gas, and assume all liability for elevated Radon concentrations that such a test would have revealed, if discovered after the transaction closes.

14. RELEASE TO THIRD PARTY _____ YES _____ NO - by initialing either yes or no, I, the Client(s) release Homeworks Advantage Inspections from Item 9 in this Property Inspection Agreement, and give permission to release the Property Inspection Report to a third party, whose name is listed

Third Party Name

Third party email address

ANY MODIFICATIONS OR STRIKE OUTS WILL VOID THIS AGREEMENT IN ITS ENTIRETY AND NO INSPECTION WILL BE PERFORMED.

I/WE HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO PAY THE FEES LISTED ON FINAL INVOICE AT THE TIME OF THE INSPECTION.

FAMILY OBLIGATION - It is further agreed if the Client is married, or cohabitating, the Client represents that this obligation is a family obligation incurred in the interest of the family and by one spouse executing this Agreement binds both spouses/parties to its terms.

In order for the inspection to be performed on the subject property, the Inspection Agreement must be signed and returned to Company prior to the start of the inspection.

Property Inspection Fee: XXX sq. ft. Condominium, House or Townhome - \$XXXX

Signed: _____ Date _____