

Pre-Inspection Agreement

MC Home Inspections LLC

THIS AGREEMENT is made this _____ day of _____, 20__, by and between MC Home Inspections LLC (hereinafter "INSPECTOR") and the undersigned ("CLIENT"), collectively referred to herein as "the Parties." The Parties understand and voluntarily agree as follows:

1. **Permission to Enter Property:** The CLIENT is responsible for ensuring that the INSPECTOR has permission to enter the Inspected Property to perform the home inspection on the date scheduled. The INSPECTOR is not responsible for any disruption in the inspection process caused by construction, renovations, painting, cleaning, or any other activity occurring at the Inspected Property at the time of the inspection.
2. **Assumption of Risk of Injury:** The INSPECTOR has no knowledge or information concerning the conditions of the Inspected Property and will not see any conditions until the time of the home inspection. The CLIENT is encouraged to attend the home inspection but assumes all risks and responsibility for any injury (including, but not limited to, personal injury, bodily injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind, that CLIENT may experience or incur in connection with attending the home inspection. CLIENT releases, discharges, and holds harmless INSPECTOR, its employees, agents, and representatives, of and from any such claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating to attending the home inspection.
3. **Scope of Services:** The INSPECTOR agrees to provide professional home inspection services to the CLIENT in conformance with the provisions of Wis. Stat. § 440.97, et seq., Wis. Adm. Code SPS 131.01, et seq. ("WI Standards"), and this Agreement. Although the INSPECTOR agrees to follow the WI Standards, CLIENT understands that these Standards contain limitations, exceptions, and exclusions. CLIENT understands that InterNACHI is not a party to this Agreement and has no control over the INSPECTOR or representations made by the INSPECTOR and does not supervise the INSPECTOR. The inspection is a non-invasive, visual examination of the accessible areas of the Inspected Property designed to identify material adverse facts regarding specific systems and components as defined by the WI Standards. A **material adverse fact** means a condition or occurrence that is generally recognized by a competent home inspector as doing any of the following: (a) significantly reducing the functionality or structural integrity of components or systems of the improvements to the Inspected Property; or (b) posing a significant health or safety risk to occupants of the improvements. The inspection is based on the observations made on the date of the inspection, and not a prediction of future conditions. The inspection will include the following systems and components of the Inspected Property, if present, visible, and accessible: foundations; columns; flooring systems; roofs; exteriors; plumbing systems; electrical systems; interiors; heating systems; central air conditioning; and insulation and ventilation.
4. **Home Inspection Report:** The CLIENT and the INSPECTOR agree that the INSPECTOR will prepare a Home Inspection Report that shall: (a) list the items described in the WI Standards that the INSPECTOR is required to inspect; (b) list the items described in the WI Standards that the INSPECTOR has inspected; (c) describe the condition of any item identified in the WI Standards; (d) describe the condition of any item identified in the WI Standards that, if not repaired, will have significant adverse effect on the life expectancy of the identified item; and (e) list any material adverse facts that the INSPECTOR has knowledge of or has observed.
5. **General Exclusions:** An inspection **IS NOT** technically exhaustive. An inspection **WILL NOT** identify concealed or latent defects, or deal with aesthetic concerns or what could be deemed matters of taste, cosmetic defects, etc. An inspection **DOES NOT** include items not permanently installed. The inspection services **DO**

NOT INCLUDE any action, system or component specifically excluded from the scope of work in any provision of the WI Standards. The INSPECTOR **IS NOT REQUIRED TO REPORT ON** any of the following aspects of items identified in the WI Standards: (a) their life expectancy; (b) the reason for the necessity of a major repair; (c) the method of making any repair or correction, the materials needed for any repair or correction, or the cost of any repair or correction; (d) the suitability for any specialized use of an improvement to the Inspected Property; or (e) whether they comply with applicable regulatory requirements. The INSPECTOR **IS NOT PERMITTED TO REPORT ON:** (a) the market value or marketability of the Inspected Property; or (b) whether the Inspected Property should be purchased. The INSPECTOR **IS NOT REQUIRED TO** retain inspectors or investigators to perform follow-up inspections or investigations of any material adverse facts that the INSPECTOR has knowledge of or has observed. The INSPECTOR **IS NOT REQUIRED TO:** (a) offer a warranty or guarantee of any kind; (b) calculate the strength, adequacy or efficiency of any component of an improvement to the Inspected Property; (c) enter any area or perform any procedure that may damage an improvement to the Inspected Property or a component of an improvement to the Inspected Property, or enter any area or perform any procedure that may be dangerous to the INSPECTOR or to other persons; (d) operate any component of an improvement to the Inspected Property that is inoperable; (e) operate any component of an improvement to the Inspected Property that does not respond to normal operating controls; (f) disturb insulation or move personal items, furniture, equipment, vegetation, soil, snow, ice or debris that obstructs access to or visibility of an improvement to the Inspected Property or a component of an improvement to the Inspected Property; (g) determine the presence or effectiveness of a component of an improvement to the Inspected Property that was installed to control or remove suspected hazardous substances; (h) evaluate acoustic characteristics of a component of an improvement to the Inspected Property; (i) project or estimate the operating costs of a component of an improvement to the Inspected Property; (j) predict future conditions, including the failure of component of an improvement to the Inspected Property; (k) inspect for the presence or absence of pests, including rodents, insects and wood-damaging organisms including, but not limited to, mold, mildew or fungus; (l) inspect cosmetic items, underground items or items not permanently installed; (m) inspect for the presence of any hazardous substances including, but not limited to, lead paint, asbestos or toxic drywall, proximity to toxic waste sites or sites being monitored by any state or federal agency; the existence of electromagnetic fields; or any hazardous waste conditions; (n) disassemble any component of an improvement to residential real property, except for removing an access panel that is normally removed by an occupant of residential real property. The INSPECTOR **IS NOT REQUIRED TO DETERMINE:** whether any system or component of the Inspected Property has been affected by the illegal manufacture, distribution, storage, possession or sale of any illicit drugs, products, or by-products, including, but not limited to, methamphetamines, and including all chemicals, tools, household fixtures or appliances used to facilitate such illegal activities. The CLIENT and the INSPECTOR agree that the scope of the inspection to be performed pursuant to this Agreement **DOES NOT INCLUDE** decay of the interior of logs in log walls, log foundations or roofs, or similar defects in log homes, log structures or similar log construction. The CLIENT and the INSPECTOR agree that the INSPECTOR **IS NOT REQUIRED TO PERFORM** any action or task specifically excluded from the scope of a general home inspection as contained in the WI Standards, whether or not specifically identified herein.

6. **No Liability for Third-Party Service Providers:** The INSPECTOR may, where appropriate, recommend third-party service providers to supply goods and/or services to CLIENT in accordance with the home inspection services. CLIENT understands and agrees that the INSPECTOR bears no legal or contractual responsibility to the CLIENT for any actions or inactions of any such third-party service provider. No third-party service provider shall have the authority to incur or create any liability or obligation in the name of the INSPECTOR, or for which the INSPECTOR shall be liable to another.

7. **No Liability for Third-Party Reliance on Inspection Report:** The inspection and home inspection report are for the use of CLIENT only. INSPECTOR may also provide a copy of the home inspection report to the CLIENT'S real estate agent or attorney. INSPECTOR has permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties only with written consent of CLIENT. CLIENT shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or

misinterpretation of the content of the report by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR from any liability whatsoever.

8. **Inspection Fee & Additional Fees:** The Inspection Fee identified above is due prior to or immediately upon completion of the physical inspection of the Inspected Property. If the Inspection Fee is not paid as required herein, the INSPECTOR has no obligation to release the home inspection report, or any other information concerning the inspection or the Inspected Property, until the Inspection Fee is paid in full. All expenses incurred in collecting any overdue payments or returned checks are the responsibility of the CLIENT. There is a \$50.00 service charge for returned checks. A finance charge of one and one-half percent (1.5%) per month, eighteen percent (18%) per year, will apply to all obligations not paid pursuant to the terms contained herein.

9. **Responsibility for Return Inspections:** The CLIENT understands that if any systems and/or components of the Inspected Property cannot be inspected due to unforeseen circumstances during the inspection, it is the CLIENT'S duty to contact the INSPECTOR should the CLIENT want the INSPECTOR to return to the Inspected Property later to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the report.

10. **Severability:** If any portion of this Agreement is found to be invalid or unenforceable by any court, the remaining terms shall remain in force between the Parties. The indemnities and assumptions of liabilities and obligations herein shall continue in full force and effect after and notwithstanding the termination of this Agreement.

11. **Disclaimer of Warranties:** Unless specified in this Agreement, all express or implied conditions, representations, and warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement are disclaimed, except to the extent that these disclaimers are held to be legally invalid.

12. **Notice of Claims:** The CLIENT agrees that any claim for failure of the INSPECTOR to fulfill its obligations under this Agreement shall be made in writing to the INSPECTOR upon discovery. The CLIENT also agrees to allow the INSPECTOR ten (10) days to come to the Inspected Property to observe, photograph, inspect and evaluate any condition complained of by the CLIENT to the INSPECTOR and not to make, or allow others to make, any alteration to the claimed condition until the INSPECTOR has had the opportunity to inspect and evaluate the claimed condition.

13. **Governing Law & Jurisdiction:** All issues and questions concerning the construction, validity, enforcement, and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the state where the Inspected Property is situated, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the state where the Inspected Property is located. The parties agree that any litigation arising out of this Agreement, or any services provided by the INSPECTOR shall be filed only in the court having jurisdiction in the county in which the INSPECTOR has its principal place of business.

14. **No Assignments Permitted:** CLIENT may not assign all or any portion of his/her/their rights or obligations under this Agreement. Subject to the preceding, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective heirs, legal representatives, successors, and assigns. This Agreement does not create and shall not be construed or deemed to create any rights or benefits enforceable by or for the benefit of any person or entity other than the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

15. **Entire Agreement:** 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 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.

16. **Acceptance of Terms:** CLIENT agrees that he/she/I/they have read, understand, and agree to all the terms and conditions on all pages of this Agreement, including the limitations and exclusions, and agree(s) to pay the fee shown according to the terms stated herein. The CLIENT can consult with legal counsel, or any other person or entity, before signing this Agreement. CLIENT acknowledges that if CLIENT does not agree with any of the terms of this Agreement, CLIENT has the option to retain another inspection company.

CLIENT'S Signature: _____ Date: _____

CLIENT'S Name: _____ (Please Print)

INSPECTOR'S Signature: _____ Date: _____

INSPECTOR'S Name: _____ (Please Print)