

Indy Precision Home Inspections

Inspection Contract

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Client: John Homeowner
Inspection Address: 123 Anystreet Drive, Anytown IN, 46000
Inspector: Christopher Bailey, HI 01900007
Agent: No Agent On File -
Date: 1/1/2023 Inspection Fee: \$300.00

PRE-INSPECTION AGREEMENT

PLEASE READ THIS DOCUMENT AND ATTACHED ADDENDUM(S) CAREFULLY. IT CONTAINS PROVISIONS THAT LIMITS YOUR RIGHT TO MAINTAIN A COURT ACTION. IF YOU HAVE ANY QUESTIONS REGARDING THE TERMS OF THIS PRE-INSPECTION AGREEMENT YOU SHOULD DISCUSS THEM WITH THE INSPECTOR PRIOR TO SIGNING THIS AGREEMENT.

CLIENT AND COMPANY (Company is also defined to include any and all inspectors who perform the contracted-for inspections as an employee or independent contractor of the Company) agree to the following terms and conditions:

- 1. Client Attendance and Permission to Access Subject Property:** The Client acknowledges that Client and/or any authorized representative has been encouraged to attend and participate in the inspection and recognizes that failure to do so may result in less than a complete understanding of the findings. The Client further acknowledges that such participation is at the Client's own risk. The Client warrants that permission has been secured for the Company to enter and inspect the Subject Property.
- 2. Standards of Practice:** The Company agrees to perform a limited visual inspection of the systems and components included in the inspection as they exist at the time of the inspection and for which a fee has been agreed upon. The inspection is limited by the limitations, exceptions and exclusions as contained in the *Minimum Standards of Competent Performance of Home Inspections* at 878 IAC 1-2-1 (IN SoPs), and this Pre-Inspection Agreement. Inspections performed in accordance with the IN SoPs: (A) are not technically exhaustive; and (B) will not identify concealed conditions or latent defects.
- 3. Definitions and Purpose of the Inspection:** **Home inspection** means a visual analysis for the purpose of providing a professional opinion of the condition of a residential dwelling and the dwelling's carports or garages, any readily accessible installed components, and the operation of the dwelling's systems, including any controls normally operated by the owner of the dwelling, for the following components: (1) Heating systems; (2) Cooling systems; (3) Electrical systems; (4) Plumbing systems; (5) Structural components; (6) Foundations; (7) Roof coverings; (8) Exterior and interior components; and (9) Any other site aspects that affect the residential dwelling. The term does not include a code compliance inspection. **Readily accessible** means available for visual inspection without requiring: (1) moving of personal property; (2) dismantling; (3) destructive measures; or (4) any action that will likely involve risk to persons or property. **Significantly deficient** means unsafe or not functioning. **Unsafe** means a condition in a readily accessible, installed system or component that is judged to be a significant risk of personal injury during normal, day-to-day use. The risk may be due to: (1) damage; (2) deterioration; (3) improper installation; or (4) a change in accepted residential construction standards.
- 4. Inspection Report:** The Client and the Company agree the Company, and its inspector(s), will prepare a legibly written report which shall report in writing, as required by IC 25-20.2-2-7: (i) on those systems and components inspected that, in

the professional opinion of the inspector, are significantly deficient or are near the end of their service lives; (ii) a reason why, if not self-evident, the system or component is significantly deficient or near the end of its service life; (iii) the licensee's recommendations to correct or monitor the reported deficiency; and (iv) on any systems and components designated for inspection in the *IN SoPs* that were present at the time of the inspection but were not inspected and a reason they were not inspected.

5. The following are services and/or procedures that **ARE NOT INCLUDED** as part of the inspection pursuant to *878 IAC 1-2-1*. The Company **IS NOT REQUIRED TO DETERMINE ANY OF THE FOLLOWING**: (A) The conditions of systems and components that are not readily accessible; (B) The remaining life of any system or component; (C) The strength, adequacy, effectiveness, or efficiency of any system or component; (D) The causes of any condition or deficiency; (E) The methods, materials, or costs of corrections; (F) Future conditions including, but not limited to, failure of systems and components; (G) The suitability of the property for any specialized use; (H) Compliance with regulatory requirements, such as codes, regulations, laws, or ordinances; (I) The market value of the property or its marketability; (J) The advisability of the purchase of the property; (K) The presence of potentially hazardous plants or animals including, but not limited to, wood-destroying organisms or diseases harmful to humans; (L) The presence of any environmental hazards including, but not limited to, toxins, carcinogens, noise, and contaminants in soil, water, and air; (M) The effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances; or (N) The acoustical properties of any system or component. The Company **IS NOT REQUIRED TO**: (A) offer or perform: (i) any act or service contrary to law; (ii) engineering services; or (iii) work in any trade or any professional service other than home inspection; or (B) offer warranties or guarantees of any kind. The Company **IS NOT REQUIRED TO OPERATE**: (A) any system or component that:

(i) is shut down or otherwise inoperable; or (ii) does not respond to normal operating controls; or (B) shut-off valves. The Company **IS NOT REQUIRED TO ENTER**: (A) any area that will, in the opinion of the inspector, likely be dangerous to the licensee or other persons or damage the property or its systems and components; or (B) the underfloor crawlspaces or attics not readily accessible. The Company **IS NOT REQUIRED TO INSPECT**: (A) underground items including, but not limited to, underground storage tanks or other underground indications of their presence, whether abandoned or active; (B) systems or components that are not installed; (C) decorative items; (D) systems or components located in areas that are not entered in accordance with *878 IAC 1-2-1*; (E) detached structures other than garages and carports; or (F) common elements or common areas in multiunit housing, such as condominium properties or cooperative housing. The Company **IS NOT REQUIRED TO**: (A) perform any procedure or operation that will, in the opinion of the inspector, likely be dangerous to the inspector or other persons or damage the property or its systems or components; (B) move: (i) suspended ceiling tiles; (ii) personal property; (iii) furniture; (iv) equipment; (v) plants; (vi) soil; (vii) snow; (viii) ice; or (ix) debris; or (C) dismantle any system or component, except as explicitly required by *878 IAC 1-2-1*. The Company **IS NOT REQUIRED TO DETERMINE** whether any system or component of the Subject 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 any and all chemicals, tools, household fixtures or appliances used to facilitate such illegal activities. The Company **IS NOT RESPONSIBLE FOR DETECTING, IDENTIFYING, DISCLOSING OR REPORTING** the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include, but are not limited to: (1) asbestos; (2) radon; (3) oil, gasoline or any other petroleum product; (4) lead; (5) urea formaldehyde; (6) mold; (7) mildew; (8) fungus; (9) odors; (10)

noise; (11) toxic or flammable chemicals; (12) water or air quality; (13) PCBs or other toxins; (14) electromagnetic fields; (15) underground storage tanks; (16) proximity to toxic waste sites or sites being monitored by any state or federal agency; (17) carbon monoxide; (18) the presence of or any hazards associated with the use or placement of Chinese drywall at the Subject Property; or any other environmental or health hazards, unless otherwise agreed to and an additional fee paid. The Company **IS NOT REQUIRED TO INSPECT:** (1) timers; (2) clocks; (3) thermostats; (4) safety devices; (5) lawn sprinklers; (6) detached structures; (7) fencing; (8) low voltage wiring or components; (9) radiant heat system performance; (10) security systems; (11) solar water heating components; (12) appliances, (13) freezers or similar storage compartments; (14) elevators, dumbwaiters and/or lifts of any type; (15) fire protection systems including sprinklers, hoods, ducts, air filtration systems and standpipes.

6. **Disclaimer of Warranty:** The Client understands that the inspection and report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. Additionally, neither the inspection nor report is a substitute for any real estate transfer disclosures that may be required by law.

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

8. **Choice of Law:** This Pre-Inspection Agreement shall be governed by Indiana law. 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.

9. **LIMITATION OF LIABILITY. PLEASE READ CAREFULLY:** The Client understands and agrees that the Company is not an insurer and that the payment for the inspection and report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the report as described herein. Thus, the Client agrees that the sole and exclusive remedy for any claims against the Company, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the inspection or the report, is limited to an amount equal to the inspection fee multiplied by two (2), as liquidated damages and not as a penalty. The Client releases the Company from any and all additional liability, whether based on contract, tort, or any other legal theory. The Client understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision.

10. **Systems & Components Not Inspected By Agreement:** The Client and the Company agree that the following systems and/or components of the Subject Property are specifically excluded from the inspection at the request of the Client:

11. **Responsibility for Return Inspections:** The Client understands that if any systems and/or components of the Subject Property cannot be inspected due to unforeseen circumstances during the inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the Subject Property at a later date or time to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the report. If Client desires the Company to return at a later date or time the Client

hereby agrees that the Company will charge the Client an additional fee in the amount of \$200.00 to conduct the return inspection.

12. **LIMITATION ON TIME TO INITIATE ANY LEGAL ACTION:** Any legal action, dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the inspection or the home inspection report must be initiated within one (1) year from the date of the delivery of the home inspection report to the CLIENT, regardless of when the CLIENT first discovers the facts supporting such possible claims as identified herein. Failure to initiate said action within one (1) year of the date of services shall be a complete bar to any such action a full and complete waiver of any rights, actions or causes of actions that may have arisen thereon. This period may be shorter than otherwise provided by state law.

13. **Entire Agreement:** This Pre-Inspection Agreement and any subsequent report issued to the Client by the Company represent 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. The inspection is being performed for the exclusive use and benefit of the Client. The inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

14. **Client's Agreement & Understanding of Terms:** By signing this Agreement, the undersigned Client agrees that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above. The Client understands that the Client has a right to have an attorney of the Client's choice review this Agreement before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Agreement, the Client is free to not sign it. The Client understands that the Client may retain another provider to perform the services contemplated by this Agreement. The Client further understands that, should the Client not agree to the terms and conditions set forth in this Agreement, the Client may negotiate with the Company for different terms and conditions.



Signed By: CLIENT (OR AUTHORIZED PERSON)

1/1/2023

Date



Signed By: CHRISTOPHER BAILEY

1/1/2023

Date

INDY PRECISION HOME INSPECTIONS