Inspection Agreement

(Please read carefully)

THIS AGREEMENT is made and entered into by and between Adam Chapek (Chaps Home Inspection) referred to as “Inspector”, and #client referred to as “Client.”

In consideration of the promise and terms of this agreement, the parties agree as follows:

1. The client will pay the sum of $ for the inspection of the “Property,” being the residence, and garage or carport, if applicable, located at:

 #address

2. The Inspector will perform a visual inspection and prepare a digital report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.

3. The parties agree that the “Standards of Practice” (the “Standards”) shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. If the State/Province where the inspection is performed imposes more stringent standards or administrative rule, then those standards shall define the standard of duty and the conditions, limitations, and exclusions of the inspection.

4. The parties agree and understand that the Inspector and its employees and its agents assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client further agrees that the Inspector is liable only up to the cost of the inspection. This clause may be contrary to local law. Please verify applicability.

5. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.

6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.

7. This Agreement, including the terms and conditions, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State/Province of Minnesota, and if that State/Province laws or regulations are more stringent than the forms of agreement, the State/Province law or rule shall govern.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. If no State/Province regulations apply, this report adheres to the ASHI Standards, which is available upon request.

Signature: Date:

Current Address:

Buyer Present

 Yes No

Agent Present:

 Yes No Agent’s Name:

Inspector’s Signature: Date:

Inspector’s Address: License/Certification # ICA Certification 33448

City/State or Province/Zip or Postal Code:

Client agrees to release reports to seller/buyer/REALTOR\* Yes No

ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS

8. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: Radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors; recreational equipment or facilities; pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating system’s accessories; solar heating systems; heat exchangers; lawn sprinkling systems; water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arrestors, load controllers; trees or plants; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, and EIFS. Client understands that these systems, items, and conditions of the written report are informal only and DO NOT represent inspection.

9. The Inspection and report are performed and prepared for the sole and exclusive use of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees arising from such a claim.

10. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

11. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State/Province law. Furthermore, any legal action must be brought within two (2) years from the date of the inspection, or will be deemed waived and forever barred.

12. The inspection does not determine whether the property is insurable.

Definitions

1. Recommended Actions: Recommended actions for systems and components are labeled as follows:

NONE- Indicates the component is satisfactory and functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration. No action needs to be taken.

MONITOR- Indicates the component may show signs of damage or deterioration but is functioning during the time of inspection. Recommend monitoring for any changes in performance.

UPGRADE- Indicates the component is outdated and possibly inefficient. Recommends considering replacement.

EVALUATION REQUIRED- Indicates that further evaluation is recommended by a qualified professional in the related field of the component.

REPAIR or REPLACE- - Indicates the component will need repair or replacement now or in the very near future. May be considered significantly deficient, inoperable or is unsafe.

2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.

3. Readily accessible systems and component: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.

4. Any component not listed as being deficient in some manner is assumed to be satisfactory.

Below only pertains to customers who elected to have a **Sewer Scope** done at the inspection:

Sewer Video Inspection: The Sewer Video Inspection is performed by accessing the sewer line from a readily accessible entry point, inserting a camera into the sewer line and/or septic drain line and recording the video from the camera. The purpose of this inspection is to identify visually observable blockages and/or physical damage to the main sewer line. The evaluation will be based on visual observations and based upon data collected from the inspection camera equipment. The inspection is not intended to be technically exhaustive. The report will provide a summary of observations and unbiased opinions based on the experience of the technician. The report outlines and defines the portions of the sewer line that were inspected and indicates any areas that were not inspected, the reason they were not inspected, and general statements of what is commonly included and excluded during an inspection. The report, together with this Agreement, represents the final statement on the condition of the sewer line when inspected and the final statement on what was included and/or excluded in the inspection.

The following conditions are NOT within the scope of the sewer video inspection:

● the condition of components that are not installed or that are not visible and readily accessible

● the condition of any portions of the main sewer line that cannot be seen using the camera

● the condition of any portions of the septic system except the drain line, including, but not limited to, the septic system tank

● the strength, adequacy, effectiveness, or efficiency of any component, including structural components

● inaccessible, non-visible, latent or concealed defects or problems

● methods, materials, or costs of corrections

● future conditions including, but not limited to, system or component failure and the life expectancy of components

● the suitability of the Inspected Property for any specialized use

● market value of the Inspected Property or its marketability

● the advisability of purchase of the Inspected Property

● future conditions that may arise at any time after the Company’s technician leaves the Inspected Property

● or whether any item, material, condition or component is subject to recall, controversy, litigation, product liability or other adverse claim or condition.

● the presence or absence of potentially hazardous plants and animals, and contaminants in soil, water, and air or the adequacy or effectiveness of any system installed or method used to control or remove hazardous substances and conditions.