

Quality Home Inspections - Agreement for Home Inspection Services

Client Name: _____
Client Email: _____
Client Phone: _____
Date/Time of Inspection: _____
Address: _____
Finished Sq Ft: _____

This agreement is made the _____ day of _____, 20____, by and between Quality Home Inspections LLC.,(hereafter called the Company) and _____ (hereafter called the Client).

The following shall define the conduct and content of the inspection.

1. The Company shall perform a visual inspection of the subject property and provide the Client with a written inspection report identifying the major deficiencies. This inspection will be of readily accessible areas of the property and is limited to visual observations of apparent condition existing at the time of the inspection only. The Client is encouraged to check the opinions included in the report with a specialist. The inspection includes items and systems expressly and specifically identified as follows:

Appliances (built-in), Crawlspace, Fireplace, Interior, Attic, Drainage, Foundation, Mat. of Const., Basement, Electrical, Heating, Plumbing, Central A/C, Exterior, Insulation, Roof

Some items are checked by a sample as expressly and specifically identified in the inspection report. Pressure gauges are not used to test air conditioners. Garbage disposers are checked for operation only. Only the dishwasher s ability to fill and drain properly is checked.

2. The Client has requested that a whole house inspection be performed on the above property. The anticipated fee for this inspection is \$_____. If upon beginning the inspection, the Company should determine that the fee would increase by more than 10%, the Company will make a reasonable effort at the time of discovery to advise the Client of the increase and the reasons for it. If the Client should option to terminate the inspection, the Company is entitled to a fee of \$75 for its time and incidental expenses.

Any legal action or proceeding of any kind, including those sounding in tort or contract, against the Inspector/Inspection Company and its agents or employees must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred.

3. The inspection and report will be performed in a manner consistent with the standards of the American Society of Home Inspectors. No destructive testing of any kind will be performed. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of the Client. The Company accepts no responsibility for use or misinterpretation by third parties. Always check our opinions with specialists prior to closing. Problems or areas of concern may be more extensive upon investigation by a specialist.

4. The inspector is not required to move personal property, debris, furniture, equipment, and carpeting or like material which may impede access or limit visibility. Major deficiencies and defects, which are latent or concealed, are excluded from the inspection. The inspection is not intended to be technically exhaustive and does not imply that every defect will be discovered. Equipment and systems will not be dismantled.

5. The inspection and report do not address and are not intended to address the possible presence of and/or danger from asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or airborne related illness or disease, and all other similar or potentially harmful substance. The Client is urged to contact a reputable specialist if information, identification or testing for the above is desired. In addition, the presence or absence of rodents, termites, or other pests is not covered by this inspection.

6. This inspection report is not intended to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance or condition of any inspected structure, item or system. The inspection and report are not intended to reflect the value of the premises, nor to make any representation as to the advisability or inadvisability

of purchase or the suitability for use.

7. The inspection and report is not a certification of any kind. The Company shall not be construed as insuring against any defects or deficiencies not contained in the inspection report and subsequently discovered by the Client. This inspection is not an insurance policy.

8. The parties agree that the limitation of claim or liability for mistakes or omissions in this report is limited to a refund of the fee paid for the base inspection. In addition, no liability is assumed for direct, indirect, or consequential damages under any theory of liability. Verbal comments made at the premises and the written statement in the inspection report represent the opinions of the inspector based upon cursory visual and noninvasive inspection of readily accessible building components. No warranty or guarantee that the items or systems inspected are in compliance with electrical, plumbing, mechanical, structural, or other building codes or zoning ordinances.

9. Any dispute, controversy, interpretation or claim of any kind arising out of, from, or related to, the inspection, this Agreement, or the inspection report, or the services provided in relation to this Agreement shall be submitted to mediation. The parties agree that a member of the Midwest Pro-ASHI Chapter of the American Society of Home Inspectors shall act as the mediator. The mediator's fees shall be borne equally by the parties.

Should the parties fail to reach an agreement through mediation then the claim shall be submitted to arbitration for the final solution. The parties agree that a member of the Midwest Pro-ASHI Chapter of the American Society of Home Inspectors shall act as the arbitrator. The arbitrator's fees shall be borne equally by the parties.

10. Items and systems not included in the inspection are as follows:

Backflow preventers, Central Vacuum, Security Systems, Underground util., Intercoms, Septic tanks, Water Quality, Pools, spas, & hot tubs, Solar systems, Water softeners, Generator, Detached buildings, Personal property, Sprinkler systems (unless requested as an additional inspection), Wells/springs, Drain fields.

Thermostats and timers are not checked for accuracy or calibration. Air conditioners cannot be safely checked when the outside temperature has been below 65 degrees within 24 hours.

11. **CLIENT** shall provide **COMPANY** with a written notice of a claim for damages within ten (10) business days of the date of the **CLIENT'S** discovery. **CLIENT** further agrees to allow **COMPANY** the opportunity to re-inspect the subject property prior to any remedial measures or repairs, with the exception of emergency conditions.

12. Payment is due upon completion of the on-site inspection. There will be a \$20 charge if any form of payment is subsequently dishonored. All legal and time expenses incurred in collecting due payments, returned checks, or unaccepted credit and payments will be paid by the purchaser of the service. Buyer is responsible for payment if closing does not happen or payment is not deducted from closing cost at closing.

Total Amount Estimate: \$ _____

I acknowledge that I have read and understand this document and I agree to its terms and conditions.

Inspector Signature:  Date: _____

Client Signature: _____ Date: _____

Client Signature: _____ Date: _____