

# INSPECTION AGREEMENT

Below is a copy of our standard home inspection agreement.

## Understanding your Home Inspection

- A home inspection focuses on safety and major structural concerns. The report will not list every discrepancy or maintenance item.
- Systems are tested or inspected for functionality at time of inspection. Insurability of items is not determined. Life expectancy is not determined.
- Our services do not include warranties. (There are home warranty policies that can be purchased from Home Warranty companies to protect yourself from unexpected expenses)
- The report may recommend further evaluation by a licensed or specialized contractor. You are encouraged to ask for additional evaluation of any item that is of concern for you.
- 

## Inspection Agreement

**IN CONSIDERATION** of the fee being paid for this inspection and the services rendered, Home Standards Inspection Services and client agree that: the purpose and scope of the inspection is to identify and disclose to the client the visible and apparent condition of the major systems as these conditions existed on the time and date of the inspection. The report pertains to readily accessible areas of these included systems. Defects that would be considered very obvious to a casual observer may not be included in the report. The inspection and report will be performed in a manner consistent with the guidelines established by the American Society of Home Inspectors in the ASHI "Standards of Practice" and "Code of Ethics". A copy of these standards can be provided upon request.

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. Equipment and systems will not be dismantled.

The inspection covers only the items listed in the report for function and safety, not for code compliance. This report does not warrant or guarantee that the items or systems inspected are in compliance with electrical, plumbing, mechanical, structural, or other building codes or zoning ordinances. The inspection and report are not intended to address the possible presence of asbestos, radon, mold, UFFI, water pollutants, or lead contaminants, unless previously agreed upon.

The inspection is essentially visual; it is based upon the experience and opinion of the inspector and it is not meant to be technically exhaustive. The home is not specifically inspected for termite infestation. However, if any termite damage is observed, it will be noted in the report. The home is not inspected for insects such as fleas, cockroaches, bees, ticks, etc. This report is not meant to be a warranty or guarantee, expressed or implied, of adequacy or performance of structures, systems, or their component parts. The premises and/or systems may be in good condition when examined, but the condition may change thereafter. We do not determine whether updates or work done to the home was by licensed contractors or that permits were pulled.

The following exterior items are not included in a basic home inspection:

Fences, solar collectors/panels, trees and shrubs, swimming pools, spas, out-buildings or sheds, patio covers/ awnings, tennis courts, security systems, invisible pet fencing, underground storage tanks, wells, septic systems, playground or sporting equipment, central vacuum systems, all plumbing outside the perimeter of the main foundation, flag poles, window shutters.

The following interior items are not included in a basic home inspection:

Window air conditioners, telephone/cable/network wiring, water softeners or purification systems, chimney flues, furnace heat exchangers, alarms or intercom systems, kitchen appliances on counters, floor coverings, remotes for garage door openers, window coverings, blinds and screens, window thermal seals.

Verification of any or all of the utilities being on at the time of inspection is not the responsibility of the inspection company. Electrical or mechanical systems that have been shut down are not inspected. In addition, if these systems do not respond to normal controls, then the system cannot be activated or operated. The inspector does not examine any systems whose utilities are off.

We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. The inspection is not a certification of any kind. Home Standards Inspection Services (HSIS) 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. Virtually every home will have some flaws or defects not identified in the report. We can reduce your risk in purchasing, but we cannot eliminate it nor do we assume that risk.

Should the client uncover any deficiencies for which it is believed HSIS should have noted in the inspection report, the client agrees to notify the HSIS within 30 days following this discovery, and to allow HSIS 15 days to re-examine these conditions before making any remedial repair. Failure to do so will void any further responsibility of HSIS. There is no cause for action against HSIS 1 year from inspection date.

This report is for the sole benefit of the named client. Third parties that utilize the contents of this report for their own use, do so at their own risk, and assume all risks and liabilities of such action. If the client or any third party makes claim that we have been negligent in making the inspection and/or preparing the report, or if the client is not satisfied that we have fully satisfied our obligations and duties under this inspection agreement, all parties agree the claim against Home Standards Inspection Services will be limited to no more than the fee paid for their services.

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 and 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 the Mediation or Arbitration services of another dispute resolution provider other than 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.