

**Home Inspection Agreement** 

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_, by and between Century Home Inspections, LLC (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT").

The address of the property is: \_\_\_\_\_

Fee for the home inspection is \$\_\_\_\_\_.

## The Parties Understand and Agree as follows:

- 1. The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate repair. The inspection will be performed in accordance to generally accepted standards of practice. The scope of the inspection is limited to the items listed within the report pages. The report is only supplementary to the seller's disclosure.
- 2. Any area which is not exposed to view, is concealed, or inaccessible because of soil, walls, floors, carpets, ceilings, furnishing, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all risk for all conditions which are concealed from view **at the time of the inspection**.
- 3. Whether or not they are concealed, the following **are outside the scope of the inspection**:
  - Building code or zoning ordinance violations.
  - Structural stability or engineering analysis.
  - Building value appraisal or cost estimates.
  - Pools, spas, saunas, steam baths, or fixtures and equipment. Private water or private sewer systems.
  - Water softener/purifier systems or solar heating systems.
  - Adequacy or efficiency of any system or component.
  - Security systems or personal property.

Condition of detached buildings.Private water or private sewer systems.

- Geological stability or soils condition.

- Furnace heat exchangers or freestanding appliances.

- Termites, pests or other wood destroying organisms.

- Prediction of life expectancy of any item.
- Radio-controlled devices, automatic gates or elevators.
- Specific systems noted as being excluded on the individual system inspection forms.
- Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards.

## I have read the above: \_\_\_\_\_

- 4. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties.
- 5. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations.

- 6. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in any dispute arising out of this agreement, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.
- 7. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after 6 months (180 days) from the date of the inspection.
- 8. Payment is due upon completion of the on-site inspection. If payment is not received within 30 days of the inspection, an additional \$50.00 fee will be incurred by CLIENT. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments.
- 9. All returned checks subject to \$30.00 bank fee PLUS \$15.00 processing fee.
- 10. CLIENT and INSPECTOR agree any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of a recognized arbitration association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgement motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

I have read and agree to the above arbitration clause: \_\_\_\_\_

## THE ABOVE IS UNDERSTOOD AND AGREED TO, AND CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

CLIENT(S) One signature binds spouses, et als, etc. DATE

INSPECTOR

DATE