

# Inspection Agreement

PRIOR TO THE INSPECTION, PLEASE READ CAREFULLY BEFORE SIGNING

You, the undersigned Client, herein referred to as "You/Your", have requested that We, along with our employees and any persons conducting inspections, herein referred to as "We"/"Our"/"Us", conduct an inspection of the Property consistent with the terms and conditions of this agreement. This service is being provided at the request of you, our Client, and is intended for your exclusive use and benefit. Not all conditions are apparent at the time of the inspection, so it is recommended, and you agree herein, to consult with the Seller of the property regarding any specific defects/malfunctions known to exist to the Seller.

## SCOPE OF THE INSPECTION:

**Visual Home Inspection** – The Home Inspection you receive is a **non-invasive, visual** physical examination of the readily accessible items identified in the inspection report. The inspector is not an expert in every building craft or profession. Therefore, *the home inspection that we conduct is not technically exhaustive. The fee charged for the home inspection is substantially less than that for a technically exhaustive and/or invasive home inspection.* The inspection is designed only to identify material defects in those systems, structures and/or components of the Property **exposed to view and apparent at the time/date of the inspection.** A written inspection report will be prepared that describes and identifies the inspected systems, structures, or components of the dwelling that were inspected, any material defects identified to be in need of immediate repair, and any recommendations regarding conditions observed or recommendations for further evaluation by appropriate technical specialists. The inspection report is a written opinion of a trained home inspector based upon what was visible and evident at the time of the inspection. The report is not a listing of repairs to be made and is not intended for use as a guide in re-negotiating a real estate transaction. Items that are not listed in the inspection report were not inspected and are not included under the scope of the inspection service provided. If this is a "verbal" inspection you agree that there shall be no liability until/unless a full written report is requested and paid for within 7 calendar days of the inspection. Neither the inspector nor their firm shall be responsible for reporting any condition(s) that were concealed or in an inaccessible area and were not reasonably apparent by a careful visual physical examination at the time of the inspection. The inspector will not use invasive or destructive inspecting methods in the course of providing the inspection service. The home inspection is not a compliance inspection or certificate of compliance with past or present governmental codes or regulations of any kind.

**Inspection Standards** – The home inspection and/or system inspected will be performed in accordance with the scope and standards of practice of the *American Society of Home Inspectors (ASHI)*. Each item listed in the inspection report is inspected as per the ASHI Standards of Practice. A copy of the standards of practice is available through your inspector. Any other warranties, expressed or implied are excluded.

**Our Goal As Your Inspection Company** - I strive to add significantly to Your knowledge of the home, within the limitations of the property's ownership, the Seller's possession, accessibility and the "Scope" of the inspection service. The inspection report is a professional home inspector's written opinion, based on a limited time at the property and a visual, non invasive inspection. Without dismantling the improvements or inspecting through invasive means, there are limitations to this visual inspection. Therefore, it should be understood that we can attempt to reduce the risk of purchasing your new home, however we cannot eliminate it, nor can we assume it. If you are not completely satisfied with the performance of the home inspection service at the time of the inspection, I will consider refunding your fee.

## GENERAL EXCLUSIONS:

**The inspector cannot examine what cannot be seen.** No removal of materials or dismantling of systems shall be performed under this inspection. The inspector is not required, nor will he/she move furniture, floor coverings, insulation, stored materials, personal belongings, open walls or perform any type of destructive or invasive testing in order to perform the inspection. This inspection company is not responsible for any condition that may be covered, concealed or inaccessible because of, but not limited to, soil or vegetation, walls, structural members, furniture, floor coverings, insulation, stored items, personal belongings, water, ice, snow, soot or conditions that would be considered a danger to the inspector.

**Whether or not they are concealed or inaccessible, the following items and systems are not within the scope of the inspection service provided under this agreement:**  
\*Engineering Analysis of any kind to identify structural integrity, system design problems, functional adequacy, operational capacity, quality or suitability for a particular use of items inspected \*Geological stability or ground condition of site \*Soils or Soil Contamination \*Scientific or specialized technician tests, readings or evaluations \*Fireplace draft \*Cosmetic items are excluded, including without limitation, paint, scratches, scrapes, dents, cracks, stains or faded surfaces, flooring, wall coverings, carpeting, paneling, lawn and landscaping \*Condominium or co-op structures common areas or areas under the management of the condominium or co-op association \*Home warranty, system warranty and/or component warranty \*Telephone and cable TV cables \*Cisterns \*Fountains \*Low voltage lighting and electrical systems \*Electrostatic precipitators \*Electronic air cleaners or filters \*Active or passive solar system \*Pressure tests on central air conditioning systems \*Furnace heat exchangers \*Radiant heating systems \*Free standing appliances and other personal property \*Water volume or flow \*Water conditioning/softening systems \*Security system testing \*Central vacuum system \*Landscaping \*Irrigation systems \*We do not address conditions related to animals, rodents or household pests. **Unless you have paid a separate fee and the item is noted and initialed by you and the inspector on Page 2 of this Agreement, the following items are excluded under this agreement and not within the scope of the inspection service:** (a) Septic System Testing or Buried Sewer Line Scoping (b) Wells or Well Pump Testing (c) Water Quality Sampling (d) Swimming Pools, Saunas, Hot tubs, Spas/Whirlpools or attached equipment inspection (e) Detached Buildings or Equipment (f) Environmental hazards including, but not limited to Asbestos, Radon, Lead, Formaldehyde, Electro Magnetic Fields (EMF's), Microwaves, Toxic Molds and Fungi (g) Wood Destroying Organisms such as, but not limited to, Termites, Carpenter Ants, Wood Boring Beetles and Fungal Rot. **Because it cannot be adequately inspected without extensive invasive means, Exterior Insulation and Finishing Systems (E.I.F.S.) will not be certified as being without defects.**

**Latent Defects in the Property** – THE INSPECTION DOES NOT CONSTITUTE A HOME WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND; NOR DOES IT OR THE REPORT SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW. We do not turn on, ignite or inspect any utility service, major system, item or component that is shut down or not connected to a functioning system at the time of the inspection. All utility services and major systems must be turned on to perform the inspection. Therefore you agree not to hold us responsible for future failure and repair, or for the non-discovery of any patent or latent defects in material, workmanship, or other conditions of the property which may occur or become evident after the date of the inspection; nor for any alleged non-disclosure of conditions that are the express responsibility of the seller of the property.

You agree to assume all the risk for conditions that are concealed from view or inaccessible to us at the time of the inspection. Please read the final report carefully, as additional information and details concerning the nature of the inspection are found in the report. **If you should wish a limited warranty to cover mechanical, electrical, and plumbing systems, and the essential internal components of the dwelling, I recommend you purchase such coverage through a warranty provider at an additional fee. This firm does not sell nor endorse any brand or type of home warranty coverage.**

## DISPUTE RESOLUTION AND REMEDY LIMITATIONS:

**Notice Requirement** – In the event that You have any dispute relating to this agreement, the inspection service, the report, or Your claim that there was an error or omission in the performance of the inspection service or writing of the report, You agree upon obtaining knowledge, to promptly notify Us in writing of the dispute or claim in order to provide Us a reasonable opportunity to respond. In addition, if We determine that You have a legitimate dispute or claim, You will provide us the opportunity to resolve the issue. Please understand that an unreasonable delay in affording Us with a notice of a dispute, claim or issue may prevent Us from remedying any valid dispute You might have.

**Binding Arbitration** – The undersigned parties below agree that any dispute between the parties, except those for non-payment of fees, that in any way, directly or indirectly, arising out of, connected with, or relating to the interpretation of this Agreement, the inspection service provided, the report or any other matter involving the service, shall be submitted to binding arbitration under the construction industry rules of the *American Arbitration Association*, except for the procedure for selecting the arbitrator. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the professional home inspection industry. The arbitration decision shall be binding on all parties, and judgment upon the award rendered may be entered into any court having jurisdiction. Reasonable attorney's fees and costs shall be awarded to the prevailing party in any dispute arising under the terms and conditions of this Agreement and the parties agree that the arbitrator shall be entitled to grant such award. **In addition to reasonable attorney's fees, we will be entitled to payment for any time, effort, energy or expenses necessary to defend the action. If no arbitration is initiated by either of the parties to this agreement within one year of the date of the report, the failure to initiate the arbitration proceedings will be considered conclusive evidence that the parties are satisfied that each has properly and completely performed their obligations under this agreement.** This provision applies to all disputes, contract or tort, that would not have arisen but for the contract and resulting relationship between the parties and that the parties by this provision waive their rights to a jury trial on all such contract or tort disputes.

**LIMITATION OF LIABILITY – IF WE, OUR EMPLOYEES, INSPECTORS, OR ANY OTHER PERSON ACTING AS OUR AGENT, ARE CARELESS OR NEGLIGENT IN MAKING THE INSPECTION AND/OR PREPARING THE REPORT, OUR LIABILITY IS LIMITED TO THE FEE YOU PAID FOR THE INSPECTION SERVICE AND YOU RELEASE US FROM ANY ADDITIONAL LIABILITY. THERE WILL BE NO RECOVERY FOR SECONDARY OR CONSEQUENTIAL DAMAGES BY ANY PERSON. BY SIGNING THIS AGREEMENT, YOU AGREE TO THIS LIMITATION OF OUR LIABILITY. APPLICABLE LAW:** This agreement shall be construed in accordance with the laws of the State of Washington. Please initial that you understand the limit of Our liability (\_\_\_\_)

**Third Party Liability** – The inspection and report is being prepared for You, for Your own information and may not be used or relied upon by any other person unless that person is specifically named by Us in this Agreement as a beneficiary of the report, in which case the report may also be used by the additional beneficiary We have named. You agree to maintain the confidentiality of the report and reasonably protect the report from distribution to any other person. If you directly or indirectly cause the report be distributed to any other person, You agree to indemnify, defend and hold Us harmless if any third party brings a claim against US related to our inspection or the report. By initialing here (\_\_\_\_), You authorize Us to distribute copies of the Inspection results to the real estate agent(s) and/or mortgage company directly involved in this transaction, who are not designate beneficiaries of the report, intended or otherwise.

## OTHER PROVISIONS

**Re-Inspections and Additional Service** – Our fees are based on a single visit to the property and the time it takes to write and deliver the report. If additional visits or reports are required for any reason, an additional fee of \$75 per half hour will be charged for any time spent, including; additional inspection time, research, report preparation, consultation, traveling, time waiting (in Our office or elsewhere) to testify, and court appearances.

**Participation and Payment By The Client** – Your have been asked to attend and encouraged to participate in the inspection. If You choose not to attend the inspection, You accept responsibility for incomplete information. By signing below, You accept and understand the terms of this agreement and acknowledge receipt of this Agreement. This Agreement may be modified, altered or amended only by writing signed by all the parties hereto.

Please conduct the following services for the fees noted below:

Home Inspection \$ \_\_\_\_\_

Wood Destroying Organisms \$ \_\_\_\_\_

Inspection Address: \_\_\_\_\_

**Total Fees** \$ \_\_\_\_\_

Date and Time of Inspection: \_\_\_\_\_

Paid Date: \_\_\_\_\_

**ALL INSPECTION FEES ARE DUE AT THE TIME OF THE INSPECTION**

Client Signature (You/Your) \_\_\_\_\_ Date \_\_\_\_\_

Inspector Signature \_\_\_\_\_ Date \_\_\_\_\_

FOR: South Sound Inspections

Client Print \_\_\_\_\_