

Certified Home Inspectors, LLC Home Inspection Agreement

Client Name: _____ **Case #** _____ **Fee: \$** _____ **Payment:** _____
Inspection Address: _____

This Agreement is made by and between "INSPECTOR" (Certified Home Inspectors, LLC) and the above referenced party (ies) "CLIENT". In consideration of the mutual covenants and agreements as set forth herein, the parties agree as follows:

- 1) INSPECTOR agrees to perform a one-time visual inspection of certain readily accessible elements of the subject property specified herein and to provide the CLIENT with a written report summarizing the visually observable conditions of specified elements and existing conditions on the time and date of the inspection. Subject to the terms and conditions below, the elements included for inspection are the following: Roof, Flashing and Vents, Foundation, Chimney(s), Gutters and Downspouts, Garage, Attic(s), Ceilings, Walls, Floors, Windows, Doors, Fireplaces, Bathrooms, Primary Kitchen, Electrical, Plumbing, Water Heater, Furnace(s), Central Air Conditioner(s), if any. The inspection will specifically not include any latent or concealed deficiencies or those which are not readily accessible. The inspection will be performed under, and the report will be written in accordance with the current Standards of Practice "STANDARDS" of the American Society of Home Inspectors (ASHI). The STANDARDS may be reviewed online at www.ashi.org or the INSPECTOR will provide client with a copy at anytime, including prior to signing this agreement. Any additional information and/or materials provided to CLIENT are deemed reliable, but not guaranteed, as they may originate from third party sources. INSPECTOR is not liable for errors, use or interpretation. The inspection is an "as-built" inspection with no reference to any plans, blueprints, etc.
- 2) If checked here , the inspection is a partial, limited inspection. The report will be limited to only those elements agreed to in this paragraph. The provisions of paragraph (1) above apply to only those systems or components inspected. Only the relevant portions of the STANDARDS shall apply. Items included in partial inspection: _____.
- 3) The inspection and report only includes those elements expressly and specifically identified in paragraph 1 (or paragraph 2 if box is checked) above, subject to terms and limitations listed herein. The following includes, but is not limited to conditions, elements and inspection methods NOT included in the report: valuation or marketability of the property; wells, well pumps and cisterns, or any other private water supply; water testing; determining the presence of any environmental hazards, including but not limited to : toxins, carcinogens, noise, and contaminants in soil, water and air; the presence of diseases harmful to humans or pets, or potentially hazardous plants or animals including but not limited to, viruses, wood destroying organisms (WDO), fungi and mold; the effectiveness of any system installed; methods used to control or remove suspected hazardous substances; asbestos content, contamination, risks and testing, sampling and evaluation; sewer backups; septic systems, leach beds and any other private waste disposal system; air quality; presence of and testing for the presence of mold, mildew, fungi, bacteria, viruses, insect and wood destroying organisms, risk and damages; odors; evidence of rodents or other pest; dock pilings, piers; sea walls; radon testing and mitigation systems; soil and geologic testing; lead content, contamination, risk and testing; flooding or erosion evaluation; sub-grade water penetration or pressure; swimming pools, hot tubs and related equipment; formaldehyde content contamination, risks and testing; compliance with regulatory requirements; code and zoning deficiencies; home security, fire or safety evaluations including presence of fire rated materials and smoke alarm testing of monitored systems; electromagnetic field radiation (EMF) or any other radiation testing; concealed problems of any kind and those in areas not readily accessible; EIFS siding condition, hidden damage, risks and testing; strength, adequacy, capacity, quality, effectiveness, and efficiency of any system or component, and of building materials for specific applications; water purification and filtering systems; microwave leakage; remote sending and receiving units; cleanliness of home appliances, and system elements; any inspection activity that in the INSPECTOR'S opinion puts him/her in danger; internal components that are not readily accessible (such as heat exchangers wiring, piping, shower pans, etc); proper function of safety devices such as those for furnaces, water heaters and boilers, etc.; gas logs and systems; carbon monoxide sources, causes and/or testing devices; arc fault circuit interrupters (AFCI); geothermal systems; chimney and flue components which are not readily accessible including flue interiors and blockages; chimney rain covering caps may not be removed; buried or concealed drains; presence of and determination of conditions of buried fuel tanks; inaccessible or sealed evacuator, ejector, condensation and sump pumps; accuracy of thermostats and timers; suitability of the property for any specialized uses; determination of the capacity or efficiency of systems for specific uses; destructive testing of any kind; solar systems; intermittently occurring problems; air conditioning systems when outside air temperature is below 65 degrees F, and when outside air temperatures have been below 55 degrees F within the preceding 24 hours; gas air conditioners; heat pumps compressors during heating season, and when the power has been turned off within 24 hours before the inspection in cold weather; roofs not visible from ground or not safely accessible with a 12 foot ladder; antenna systems; intercom systems' co-op units; condominium inspections exclude common elements, spaces and structure; detached structures; testing of electrical outlets and switches, windows, doors and multiple items will be done on a representative number of each. For all systems and components, the inspection will not include the following: remaining useful life, causes of any condition or deficiency, methods, materials and cost of corrections, future conditions (such as failure of systems and components), operating cost, and acoustical properties. Any other item, concern or inspection method not specifically mentioned in paragraph (1) (or paragraph 2, if applicable) above is not included. If CLIENT wishes to have the excluded elements and conditions evaluated, CLIENT should arrange for evaluation by licensed specialist in each field.
- 4) CLIENT authorizes INSPECTOR to give a copy of the report and photos (if any) to and to discuss the inspection report with the CLIENT'S Agent (If there is one). CLIENT acknowledges that a Home Inspection is general in nature and can only address readily visible conditions. CLIENT has read, understood and agreed to all terms of this 2 page agreement. The inspection is an opinion as to how the property appears at the time and date of inspection, subject to weather and other limitations. NO HOUSE IS PERFECT; EXPECT PROBLEMS; THEY WILL OCCUR. CLIENT understands that this agreement is a contract between CLIENT and INSPECTOR that limits INSPECTOR'S liability. CLIENT has negotiated it to his/her satisfaction, and is signing of his/her own free will. INSPECTOR recommends that CLIENT participate in the inspection. One CLIENT (or representative of CLIENT) signature binds all CLIENTS. Faxed and email signatures are binding. Technically exhaustive inspections are available by special order under separate terms, conditions, scheduling and fees which remove most of the limitations above. CLIENT should seek professional repair/replacement for all problems identified in the report prior to settlement. CLIENT should conduct a final walkthrough before closing.

CLIENT Signature

Date

INSPECTOR Signature for Certified Home Inspectors, LLC

Date

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2005 Certified Home Inspectors, LLC 815 20th Street Huntington WV 25703 304-417-1247

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- 5) INSPECTOR is not required to move personal property, debris, furniture, equipment, carpeting, insulation or similar materials, which may impede access and/or limit visibility. Recent and existing weather conditions (such as snow and ice on the roof, very wet or very dry conditions, temperature) may also limit or restrict the scope and results of the inspection. INSPECTOR may indicate the approximate age and life expectancy of systems and elements of the home, but such estimates are general in nature, and should not be relied upon. INSPECTOR urges CLIENT to ascertain independently of the inspection the age of items such as roofing, equipment and appliances and any known problems or defects in the property. CLIENT is urged to check with local governmental jurisdictions regarding the presence and status of permits pulled for any work done on the house. INSPECTOR cannot certify repairs or other work done on the property. INSPECTOR my possess related experience are qualifications such as a contractor's license, trade designation or real estate license, etc., but the CLIENT agrees that INSPECTOR shall not be held to be practicing these areas of expertise in the course of the inspection. CLIENT authorizes INSPECTOR to inform owners, occupants and/or Agents of potential safety hazards in the inspected property. INSPECTOR reserves the right to provide this information without regard to the confidentiality of the inspection.
- 6) Decisions made by CLIENT during the course of the transaction are those of the CLIENT alone. CLIENT agrees that INSPECTOR has no liability or responsibility for the CLIENT'S decision to buy or not to buy the property, for any aspect of contract negotiations, and for the sales price paid. CLIENT agrees that inspector has no liability or responsibility for any property damage consequential damage or bodily injury of any natured caused by or suffered by CLIENT during the course of the inspection as a result of CLIENT'S actions (including CLIENT'S use of INSPECTOR'S tools, vehicles and ladders which would be entirely at CLIENTS risk). CLIENT agrees to indemnify and hold harmless INSPECTOR for any such damage and/or injury.
- 7) The inspection and report are not a guarantee, insurance policy or warranty expressed or implied, regarding the adequacy, performance, life expectancy, safety, or condition of any inspected component or system, or that all problems will have been discovered. The inspection and report are not a certification of any kind. CLIENT agrees that the maximum liability of INSPECTOR for any loss, error, omission, injury or damage in the event INSPECTOR is negligent, in breach of contract, or otherwise at fault in the performance of his/her obligations, shall be limited to the dollar amount of the inspection fee paid by CLIENT for the inspection service (excluding travel fees and any other fees paid for additional services). CLIENT'S acceptance of or cashing of a check from INSPECTOR for any partial or complete refund of inspection fee constitutes a complete release of INSPECTOR'S liability for any and all aspects of the inspection past, present and future. Any complaint must be in writing, and delivered by certified mail to INSPECTOR within one hundred and twenty (120) days from the date of the inspection, or will be deemed waived and forever barred. INSPECTOR does not insure against any defects or deficiencies not contained in the inspection report and subsequently discovered. Repairs and replacement of items that form the substance of any complaint done prior to consultation with and re-inspection by INSPECTOR absolves INSPECTOR of all liability with respect to that complaint (except in the event that immediate emergency repairs must be completed to protect the safety of the property and occupants). In no event will the cost of any defect be the responsibility of the INSPECTOR. These terms are applicable to the fullest extent of the law. INSPECTOR may occasionally exceed the STANDARDS during the inspection. This does not guarantee nor require that INSPECTOR must or will exceed the STANDARDS in any other aspect of the inspection. CLIENT agrees to not hold INSPECTOR responsible for exceeding STANDARDS, nor for not exceeding STANDARDS.
- 8) CLIENT AND inspector AGREE THAT IN THE EVENT OF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF , OR RELATED TO, THIS INSPECTION, REPORT AND AGREEMENT, OR ANY BREACH THEREOF, THE PARTIES AGREE FIRST TO TRY IN GOOD FAITH TO RESOLVE THEIR DIFFERENCES THROUGH MEDIATION. If such effort fails, the dispute shall be settled by binding arbitration using the services of a technically competent arbitrator in lieu of lawsuit or any other legal proceeding, and judgment upon award rendered by arbitrator may be entered in any court having jurisdiction. Mediation and arbitration services, if necessary shall be administered by John Cyrus, Esq.. In the event that the services of this firm are not available, such services shall be administered by a mutually agree upon, technically competent, mediation and arbitration firm or professional. This agreement shall be construed under the laws of the State of West Virginia, with venue to be the house inspected. It is further agreed to use this agreement and STANDARDS previously referenced as the basis by which any controversy or claim shall be evaluated and settled. In any case the CLIENT agrees to reimburse INSPECTOR for all mediation and arbitration fees, attorney's fees, lost income, damages to INSPECTORS'S reputation, and any other cost associated with the proceedings.
- 9) Severability: If any paragraph, clause, sentence, phrase or other part of this agreement is for any reason held to be legally invalid or unenforceable in any respect , such a decision shall NOT affect the remaining terms of this agreement, which shall continue in full force and effect.
- 10) CLIENT agrees to promptly pay all inspection fees at the time of the inspection, unless other arrangements have been made in advance. Acceptable forms of payment include cash, money orders, certified checks, credit cards plus service fee and personal checks. If for some reason other arrangements are made Interest will be charged at 25% APR, plus a monthly statement charge and all cost of collection, including, but not limited to legal fees, court cost, and INSPECTOR'S lost fees at one thousand dollars (\$1,000.) per day. The inspection provided for herein shall not be preformed until CLIENT has signed, or has agreed to sign this agreement. In the event the agreement is not signed, this agreement will form a part of the inspection report and will be in full force and effect. CLIENT'S acceptance of the report and/or INSPECTORS'S receipt of payment of fees constitutes CLIENT'S acceptance of the terms of this agreement.
- 11) CLIENT is responsible for making all necessary arrangements for utilities to be on at the time of the inspection, and for making all necessary arrangements with property owners and occupants to allow INSPECTOR to legally and safely enter the property to conduct the inspection. If utilities are not on during the inspection, INSPECTOR will conduct as much of the inspection as can be done during the appointment. CLIENT will be responsible for additional fees for INSPECTOR to return to complete the inspection. If CLIENT cancels the inspection appointment within 24 hours of the scheduled inspection for any reason, CLIENT agrees to promptly pay INSPECTOR a cancellation fee of one hundred and eighty five (\$185) dollars, or one half of the previously agreed upon inspection fee, whichever is greater, as liquidated damages for the lost appointment. INSPECTOR may receive compensation for scheduled activities of radon, lead, mold or other additional inspection service providers. CLIENT agrees to seek restitution from said third party contractors and to absolve INSPECTOR for any liability associated with these services, in the event of a claim arising from said services.
- 12) This agreement represents the entire agreement between CLIENT and INSPECTOR. No changes or modification shall be enforceable against either patty unless such changes or modification are agreed to in writing, and signed by both parties this agreement shall be binding and enforceable by the parties, and their heirs, executors, administrators, and assigns. Changes:

CLIENT Signature

Date

INSPECTOR Signature for Certified Home Inspectors, LLC

Date

