



## INSPECTION AGREEMENT AND REPORT LIMITATIONS

This agreement is between Hart Home Inspection, Inc. hereinafter called "Inspector", and the above named parties hereinafter called "Client". The client hereby authorizes the inspector to perform a limited visual inspection, at the above named property, within the scope set forth in this agreement under the following terms and conditions. A limited visual inspection is also known as a standard inspection.

A. THE INSPECTOR will provide the client with a Standard Inspection based on the inspector's judgment of conditions at the time of the inspection. Due to the complexity of the elements of the premises and the hundreds of value judgments made by the inspector in a very limited time, it is possible that inspector error could occur. In most instances accuracy rates average 80% to 90%. The Inspector follows at a minimum, the Standards of Practice and Code of Ethics of the American Society of Home Inspectors (ASHI). A copy of which is available upon request.

B. SEVERABILITY. The client and the inspector agree that should a Court of Competent Jurisdiction determine that any portion of this agreement is unenforceable, the remaining provisions and portions of this agreement shall remain in full force and effect.

C. STANDARD ARBITRATION CLAUSE. Any controversy or claim arising out of or relating to this agreement shall, at the discretion of the Inspector, be settled by refund of the cost of the inspection or by arbitration in accordance with the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The Client agrees to notify the Inspector by telephone and in writing of any items in question and to allow the Inspector access to the property to evaluate said items BEFORE any corrective action is taken. The Client agrees and understands that any repairs or corrective action without consultation with the Inspector relieves the Inspector of any and all liability.

D. The Inspector will inspect and report only on visible and readily accessible major elements of the building proper. Systems and their components that are inaccessible or are concealed at the time of inspection (i.e. walls, floor coverings, slabs, furniture, low crawl spaces, inadequate clearance or accesses, etc.) cannot be adequately inspected and accurately judged. The Inspector will determine accessibility and adequacy.

Out of respect for the current owners, the Inspector will not perform any dismantling or destructive tests during the inspection. Further it is understood that this inspection does not cover functional design evaluation, water, air, or soil analysis. The Inspector will visually inspect the area above the exterior plumbing system (i.e. septic, well, water & sewer lines, etc.) for readily observable signs of current malfunction or failure. However since these components are concealed below ground no conclusive judgments will be made.

Kitchen appliances that are installed at the time of the inspection will be checked for operability ONLY and upon request ONLY.

E. EXCLUSIONS to this agreement are; window/wall air conditioner units, humidifiers, dehumidifiers, septic systems, all appliances and/or systems and/or components that are movable/portable, playground equipment, sprinkler systems, wells for such systems, central entertainment or communication systems, all perimeter or decorative fencing, security systems, detached buildings, storm awnings or protective shutters, any fiberglass, aluminum, or other types of manufactured, non-permanent roofing material, cable and telephone components, pool cleaning equipment, etc. mold or mildew growth, verification of the absence or existence of drywall manufactured in China, or pest infestation of any kind. If an excluded item is in doubt, it will be inspected at the discretion of the Inspector or upon prior agreement between the Client and the Inspector.

F. ATTORNEYS FEES: If I make a claim against the Inspector for any alleged error, omission or other act arising out of this work and fail to prove such claim, I will pay all attorney's fees, arbitrator fee's, legal expenses and costs incurred by the inspector in defense of the claim.

G. The inspector encourages the client to attend the inspection, to participate in the evaluation process and to discuss the condition of the various elements, their expected life spans, the likelihood of future repairs, and the extent of any noted deficiencies. The report without this valuable personal involvement does not provide the same depth of information.

H. The Inspector limits the maximum liability due to dissatisfaction, breach of contract, breach of warranty, negligence, negligent misrepresentation, negligent hiring, or any other theory of liability to the fee paid by the client for the standard inspection. The Inspector assumes no responsibility for the cost of repairing or replacing any unreported defects or conditions.

I. THE FEE in the amount of \$.00 is due in full upon completion of the physical inspection.

The inspection and the report are performed and prepared for the sole, confidential use and distribution of the Client. The report and content are the property of the inspector. The Inspector assumes NO responsibility or liability to any third party in connection with the inspection or report. The report is non-transferable. The Client agrees to indemnify and hold harmless the inspector for all costs, expenses and legal fees incurred and arising out of any legal proceedings brought by ANY third party who claims he/she relied on representations made in this report and was damaged thereby.

**I agree to the terms of this agreement. I have read and understand all parameters and ramifications of this agreement. My signature and/or acceptance and use of the report denotes acceptance of the terms of this agreement.**

Client or Designated Agent Signature, \_\_\_\_\_ Date \_\_\_\_\_  
(One signature binds spouses, et als, etc.)