

H.P.Certified Home Inspections

Contract for Services

This agreement represents a binding contract between the Client, _____ and the Inspector, ___H.P.Certified Home inspections___, a local independently owned and operated business, for the inspection of the house proper located at_____

INSPECTION OPTIONS

1. Client is ordering a standard home inspection of the house noted above. The cost of this limited time/scope inspection is \$_____.
2. Client is ordering the following related/partial inspection services: _____. The cost of these services is \$_____. TOTAL INSPECTION FEE IS \$_____. Fees are due and payable at time of inspection. Fees for any post-inspection will be charged at the Inspector's standard rate
3. An extended time/scope inspection is available for clients preferring additional assurances regarding the condition of the house. Such an inspection must be prearranged due to the increased inspection time demands and the possible need for specialists to complete certain aspects of the inspection. If interested, contact the Inspector for information on fees, order agreements and scheduling requirements.

TERMS & CONDITIONS

- A. **INSPECTION LIMITATIONS.** The Inspector(s) can only inspect and report on specified visible and accessible elements of the house proper. The inspection is not intended to detect latent conditions or concealed defects. It will be performed according to the National Association of Certified Home inspection – a copy is available upon request. The inspection will not involve destructive testing and will not include code compliance, geological/soil investigation, engineering design/diagnosis, adequacy evaluation, material identification or related services. Any related services performed by the Inspector are subject to the terms and conditions of this agreement. The inspection is not intended to determine whether the property meets insurance coverage or mortgage eligibility requirements.
- B. **LIABILITY.** The inspection should not be considered a technically exhaustive inspection or an insurance policy against unexpected house repair/replacement needs. The Client acknowledges that there is risk involved in purchasing a property and that the purpose of the inspection is to reduce that risk but not eliminate it. Furthermore, the Client agrees that the performance of the inspection doesn't transfer that risk to the Inspector. The Inspector assumes no responsibility or liability for bodily injury or fatalities caused by any of the property's components or conditions or their effects, regardless of the cause. The Client agrees to maintain adequate liability insurance to cover this potential liability. The Inspector's liability for any Client post-inspection claims, including those alleging error, omission, negligence or bodily injury, shall not exceed cost of original inspection.
- C. **ENVIRONMENTAL/HEALTH CONCERNS.** The Client acknowledges that the home inspection is not intended to detect, identify or disclose any environmental or health concerns regarding this house or property such as the presence of asbestos, radon, lead, formaldehyde, carbon monoxide, micro-organisms, or any other potentially toxic substances in the air, water, soil or house materials.

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- D. **ORAL REPRESENTATIONS.** No oral statements made by the Inspector shall expand the scope nor change the terms of this agreement or the Inspection Report. Furthermore, the written report shall be considered the inspection results and no oral representation shall alter the results or their interpretation.
- E. **OWNER DISCLOSURE.** When provided by the seller, the Client will review any disclosure statement and agrees to follow up on any serious or questionable concerns prior to closing. The Inspector will be provided, upon request, a copy of Owner's Disclosure, to facilitate inspection. However, the inspection should not be considered a substitute for owner disclosure.
- F. **PRE-CLOSING INSPECTION.** The Client will perform a pre-closing inspection of the property, including systems and appliances. Should any new deficiency be uncovered, it will be reported to the Inspector immediately. The Inspector will assess the matter and reinspect where applicable. If this inspection is not performed, the Inspector is relieved of liability concerning any defects such inspection would have revealed.
- G. **CLIENT RESPONSIBILITY.** Should a concern or dispute arise over the condition of an inspected element after closing of title, the Client agrees to notify the Inspector in writing and provide him/her with the opportunity to assess the element's condition prior to any repair/replacement work. Failure to provide such Written notification and access for reinspection will release the Inspector of any and all liability concerning this inspection. Should the Client initiate legal action against the Inspector and Client does not fully prevail in such action, the Client will be responsible for the Inspector's defense costs. Client acknowledges that attendance at the inspection is at Client's own risk. In addition, if the Client or spouse is an attorney, it is agreed and understood that all claims arising out of this agreement and/or the inspection shall be submitted for bind arbitration before a recognized arbitration association, at the Client's expense. The parties shall be bound by the arbitrator's determination and expressly waive all other legal remedies.
- H. **HOLD HARMLESS AGREEMENT: CLIENT** agrees to hold any and all mortgage lenders, real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claim by reasons of acts or neglects of the Inspector or his employees or visitors or of independent contractors engaged or paid by inspector for the purpose of inspecting the subject home.
- I. **EXCLUSIVE USE.** The inspection and report are performed and prepared for the sole and exclusive use of the Client. The report is non transferable and may not be relied upon by other parties without the expressed consent of the Client and the Inspector.

CONTRACT ACKNOWLEDGEMENT

Client or authorized representative acknowledges that this contract was read and its' terms and conditions are agreed and understood.

Client Name: _____ Date: _____ Time: _____

Client or Authorized Representative Signature: _____

Inspector: _____