

HOME INSPECTION AGREEMENT

Inspection Address: _____ Inspection Fee: _____

The Scope of the Inspection

The home inspection will provide an overview of the general condition of the readily accessible and visible portions of the homes' primary systems and components. A written report will be provided by the next business day. The inspection and written report will be completed in general accordance with the Standards of Practice of the American Society of Home Inspectors (ASHI), posted on the internet at: <http://www.homeinspector.org/standards/default.aspx>. Due to constraints of time, accessibility and scope, the inspection cannot be technically exhaustive. We do not guarantee that all defects will be identified. The inspection is only intended to reduce, not eliminate, the risk associated with purchasing property.

Common items that are specifically excluded from this home inspection include the following unless specifically agreed to in writing:

1. Components that are hidden from view or inaccessible due to their inherent location or due to stored personal items, coverings or furnishings.
2. Components that are considered ancillary or secondary under the ASHI Standards of Practice. A partial list of common ancillary components *that are not inspected* includes low voltage lighting, intercoms, security systems, phone and television wiring, antennas, remote controls, water softeners or filtration systems, water features or ponds, central vacuums, recreational equipment, sheds, barns or outbuildings, and trees and vegetation.
3. Systems requiring specialized equipment, licensing or expertise to properly evaluate, such as fire sprinkler systems, water wells, septic systems, and solar hot water or electrical systems.
4. Environmental hazards such as mold, pest infestation, asbestos, lead based paint, or any other potentially toxic chemical or biological material.
5. Cosmetic treatments such as paint, wallpaper, carpeting, window treatments and other primarily decorative items.
6. Land surveys, compliance with codes and covenants, appraisal of the property value, insurability of the property, and any product recalls.
7. Systems or components that serve more than one dwelling unit or are maintained by a homeowners association, such as are commonly found in condominiums, townhomes, or other multi-family properties.

No Warranty & Limitation of Liability

The inspection and report DO NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED. Home Insite Property Inspections and its employees or agents shall not be held liable for the cost of repairing any defects or deficiencies, whether present at the time of the inspection or arising in the future, or for any consequential property damage or bodily injury of any nature.

The Client agrees that the liability of Home Insite Property Inspections and of its inspectors, employees or agents for claims or damages arising out of errors or omissions in the inspection or report SHALL BE LIMITED TO THE AMOUNT OF THE FEE FOR THIS INSPECTION. This amount shall be deemed liquidated damages, and the Client agrees to immediately accept a refund of the Fee as a full settlement of any and all claims which may ever arise from the inspection.

Third Parties

The inspection and report are confidential, and are made for the sole use and benefit of the Client. No other party has the right to rely on the inspection and report for any reason, including, but not limited to, any seller or real estate agent, insurance company, home warranty company or title company.

Dispute Resolution

In the event of a claim against Home Insite Property Inspections, the client agrees to supply the following: (1) written notification of adverse conditions within 10 days of discovery and prior to any significant repair work; and (2) access to the premises. Failure to comply with the above conditions will release Home Insite Property Inspections and its agents from any and all obligations or liability of any kind.

The Client agrees that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in Douglas County, Colorado, the county in which Home Insite Property Inspections has its principal place of business. In the event that Client fails to prove any claims against Home Insite Property Inspections in a court of law, Client agrees to pay all legal costs, expenses and fees of Home Insite Property Inspections in defending said claims. In any action against Home Insite Property Inspections, the Client waives trial by jury.

If any court declares any provision of this Agreement invalid, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of Home Insite Property Inspections or its agents shall be binding unless reduced to writing and signed by Home Insite Property Inspections. No change shall be enforceable against any party unless it 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 Home Insite Property Inspections after six months from the date of the inspection.

Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

Radon Testing

Optional testing for radon is provided for an additional fee of \$110. Please initial here to include radon testing: _____

CLIENT HAS CAREFULLY READ AND AGREES TO THE FOREGOING HOME INSPECTION AGREEMENT.

(Print Name): _____ (Signature): _____ (Date): _____

(Print Name): _____ (Signature): _____ (Date): _____

(Contact Phone#): _____ (Email address for report delivery): _____