

# Precise Home Inspections LLC

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## Inspection Agreement

**This is a legally binding contract and contains wording limiting our liability.**

**Please read carefully.**

This agreement is a contract between the **Customer** listed on the back of this form and **Precise Home Inspections LLC**, to have the [Name of Company] *inspector* inspect the home or building listed on the back of this form and *report* on those *readily accessible systems* and *components* which, in the opinion of the *inspector*, are *significantly deficient* or near the end of their service lives, for payment of the fee(s) listed on the back of this form. The *report* is provided on an opinion only basis and is intended to help provide the customer with a better understanding of the property's current condition.

**Scope:** The *report* that **Precise Home Inspections LLC** shall prepare for the customer shall generally follow the guidelines described in the most current issued ASHI Standards of Practice.

This a condominium inspection and is a partial inspection and is performed on only those components which the buyer of homeowner is responsible for. **Precise Home Inspection LLC** makes no representation as to the areas which were not inspected and are the buyers or homeowners responsibility.

It is agreed and understood that this inspection is limited to visual observations of *readily accessible systems* and *components* and their conditions at the time and date of the inspection and is not intended to be *technically exhaustive* or to identify every possible detrimental condition.

It is also understood that the **Precise Home Inspections LLC** *inspector* is a generalist, knowledgeable in a variety of areas, but does not hold himself or herself out to be an expert in any field. The *inspector's* report is an unbiased opinion based upon the experience and training of the individual inspector. If the **Precise Home Inspections LLC** *inspector* recommends *further evaluation*, the customers must do so at their own expense.

The *report* is not a home warranty, guarantee, or insurance policy. It is also not a substitute for real estate transfer disclosures, which may be required by law.

The customer understands that **Precise Home Inspections LLC** is not going to dismantle any system, or move furniture, personal property, debris, carpeting or equipment that may impede access or limit visibility.

**Exclusions:** The **Precise Home Inspections LLC** *inspector* is not required to comment on the conditions of, or the presence of, the following, **unless otherwise agreed to:**

- Building codes or zoning ordinances violations.
- Geological stability or soil conditions.
- Structural stability or engineering analysis.
- Termites, pests or other wood destroying organisms.
- Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation, any mold or bioorganic growth or any other environmental conditions.
- Underground storage tanks.
- Building value appraisal or cost estimates.
- Exterior insulation and finish systems (EIFS)
- Condition of detached buildings.
- Pools or spas bodies and underground piping.
- Sauna, steam baths, or fixtures and equipment
- Private water or private sewage systems.
- Water softener/purifier systems or solar heating systems.
- Radio or remote controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock or home automation controls.
- Furnace heat exchangers, freestanding appliances, security alarms or personal property.
- Adequacy or efficiency of any *component* or *system*.
- Prediction of the life expectancy of any item.
- Lightning protection systems.
- Specific *components* noted as excluded on the individual inspections forms.
- Any system, component or location that the *inspector* feels is unsafe to inspect.

# Inspection Agreement (cont.)

**Confidentiality:** This inspection *report* is to be prepared solely and exclusively for the customer's own information and shall not be relied upon by any other persons or entities.

**Severability:** Should any provision of this agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this agreement shall remain in full force and effect, unimpaired by the court's holding.

**Definitions and Assumptions:** It is assumed and agreed upon that all italicized terms shall take their meanings and context from "The Standards of Practice and Code of Ethics of the American Society of Home Inspectors" that is provided as part of this *report*. No other meanings or extensions shall be made.

**Release and Limitation of Liability:** It is understood that **Precise Home Inspections LLC** is not an insurer and that the inspection and report are not intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The CUSTOMER hereby

releases and exempts **Precise Home Inspections LLC** and its agents and employees of and from all liability and any responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage or personal injury of any nature. In the event that **Precise Home Inspections LLC** and/or its agents or employees are found liable due to breach of contract, breach of warranty, negligence, negligent representation, negligent hiring or any other theory of liability, then the liability of **Precise Home Inspections LLC** and its agents and employees shall be limited to a sum equal to the fee paid by the CUSTOMER for the inspection and report.

**Reduced Time to Bring a Legal Claim:** The CUSTOMER understands and agrees that houses and conditions change, age and naturally deteriorate over time and, as such, that the report to be prepared for the customer will have a limited lifetime. Regardless of the applicable statute of limitations and regardless of when the CUSTOMER discovers any defect(s) or problem(s), the CUSTOMER hereby agrees that any lawsuit arising from the inspection and/or report shall be filed within one (1) year after the date of the inspection and limited to the amount of the inspection fee, after which any such lawsuit(s) will be forever barred.

<b>Customer Name (Printed)</b> _____	<b>Inspection Fee</b>	<b>\$</b> _____
<b>Property Address</b> _____	<b>Other Fees</b>	<b>\$</b> _____
<b>City, State, Zip Code</b> _____		<b>\$</b> _____
<b>Report #</b> _____	<b>Total Fees</b>	<b>\$</b> _____

**Payment Method**

Cash     Check # \_\_\_\_\_     MC/Visa/DCV

CC Billing Address     Same as Property Address

Street \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

The CUSTOMER hereby acknowledges reading, understanding and accepting this Inspection Agreement (including the Release and Limitation of Liability and Reduced Time to Bring a Legal Claim) by signing this Inspection Agreement before the performance of the inspection. The CUSTOMER also agrees to pay the fees listed above.

**Customer:** \_\_\_\_\_ **Date** \_\_\_\_\_

**For Precise Home Inspections LLC:** \_\_\_\_\_ **Date** \_\_\_\_\_

