

# Inspection Agreement

**Inspection Date:** \_\_\_\_\_

**Inspection Address:** \_\_\_\_\_

**Client Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Ph:** \_\_\_\_\_ **Email:** \_\_\_\_\_

The above listed Client hereby orders a home inspection for the above referenced property; to be conducted by BTR Enterprises LLC, dba Healthy Home Home Inspections.

The purpose of the inspection and report are to provide the client with a better understanding of the property conditions, as observed at the time of inspection. It is not intended to reflect the value of the premises, nor make any representation as to the advisability of purchase. The report expresses the professional opinions of the inspector, based upon his visual impressions of the conditions that existed at the time of the inspection only. The inspection and report are not intended to be technically exhaustive, or to imply that every component was inspected, or that every possible defect was discovered. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation was performed.

All components and conditions which by the nature of their location are concealed, camouflaged (heavily painted, caulked or patched over) or difficult to inspect are excluded from the report. HVAC systems are inspected for proper operation at the time of the inspection only. Future operation of any installed system is not guaranteed. When the outside air temperature is below 65f A/C systems can not be inspected for proper operation, without the possibility of causing damage to the unit. The exterior cladding (Brick, EIFS, and Hardboard etc.) has not been inspected for concealed or hidden damages to the underlying structure. It is impossible to know the condition of any item or system that is not viewable. Full EIFS inspections are not part of this inspection as they require the permission of the owner due to the destructive nature of the inspection.

Systems and conditions which are not within the scope of the home/building inspection include, but are not limited to: formaldehyde, lead paint, asbestos, toxic or flammable materials, and other environmental hazards; pest infestation, playground equipment, efficiency measurement of insulation or heating and cooling equipment, floor coverings, landscaping, standing water, trees, internal or underground drainage or plumbing, any systems which are shut down or otherwise secured; or wells (water quality and quantity) zoning ordinances; intercoms; security systems; heat sensors; cosmetics or building code conformity. Nor does the inspection include: Swimming pools, spa bodies, and underground piping, private water or private sewage systems, saunas, steam baths, or fixtures and equipment, water softener/purifier systems or solar heating systems, furnace heat exchangers, The water tightness of the roofing system is unknown unless it is viewed while raining and leaks are observed, it is not possible to guarantee that a roof will remain leak free for any period of time. Although the inspector may note that mold was or is present no testing of the substance was performed. If any mold/fungi/mildew is viewed it is advised to have the area tested for the identification of the type of mold/fungi/mildew and proceed accordingly or contact the state health department for more information. New Beginnings Home Inspection does not test or inspect for mold or any environmental concern. Any general comments about these systems and conditions are informational only and do not represent an inspection. PRODUCT RECALLS ARE NOT PART OF THIS INSPECTION, due to the nature, quantity and frequency of them.

The inspection report should not be construed as a compliance inspection of any governmental or non governmental codes or regulations. The inspection is not for use of compliance with foster home inspections. The report is not intended to be a warranty or guarantee of the present or future adequacy or performance of the structure, its systems, or their component parts. This report does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the property and it should not be relied upon as such.

Reports remain proprietary property of Healthy Home Home Inspections and the Client, together and separately. Healthy Home Home Inspections claims no liability to any Third Party. Any third party usage is prohibited under US Copyright laws, without the written approval of Healthy Home Home Inspections and the original client. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the American Society of Home Inspectors, posted at

<http://www.ashi.org/>. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.

Should the Client request a wood destroying insect diagnostic inspection (WDI), the Client understands that pest control reports will be far more extensive than a home inspector's report concerning evidence of damage by wood destroying pests and organisms, due to pest control licensing which enables pest control professionals to perform "invasive testing", when necessary, which home inspectors do not do.

Healthy Home Home Inspections claims no responsibility for any liability that may arise as a result of the pest inspection.

**Accept WDI Inspection \_\_\_\_\_ Waive WDI Inspection \_\_\_\_\_**

The Client hereby releases and exempts Healthy Home Home Inspections and its inspectors and employees of and from all liability and 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 Healthy Home Home Inspections and /or its inspectors and employees are found liable due to breach of contract, breach of warranty, negligent misrepresentation, negligent hiring or any other theory of liability, then the liability of Healthy Home Home Inspections and it inspectors and employees shall be limited to a sum equal to the amount of the fee paid by the client to Healthy Home Home Inspections for the inspection and report. Client and Healthy Home Home Inspections agree that should a court of competent jurisdiction determine and declare that any portions of this Agreement is void, void able or unenforceable, the remaining provisions and portions shall remain in full force and effect.

It is not the responsibility of the inspector to communicate to the seller/owner any requests that personal belongings be removed or for systems to be made accessible. Also systems that cannot be tested due to weather conditions will be noted as not inspected in the report. Return visits to re-inspect non-working, inaccessible or not inspected components are subject to a \$100.00 return trip fee.

Should any disagreement or dispute arise as a result of this inspection or report, it shall be decided by arbitration and shall be submitted for binding, non-appeal able arbitration to the American Arbitration Association in accordance with its Construction Industry Arbitration Rules the obtaining, unless the parties mutually agree otherwise. In the event of a claim, the Client will allow the Inspection Company to inspect the claim prior to any repairs or waive the right to make the claim.

Client agrees not to disturb or repair or have repaired anything which may constitute evidence relating to the complaint, except in the case of an emergency.

**I have read, understand and agree to the terms of this legal and binding agreement.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Home Inspection Fee:** \_\_\_\_\_ **WDI Inspection Fee:** \_\_\_\_\_

**Check #:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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