

# Inspection Agreement, \*This is a legal and binding contract, please read carefully.

I the Client, \_\_\_\_\_, have read and agree to all of the following:

An Inspection is intended to assist in evaluation of the overall condition of a building. The Inspection is based on observation of the visible and apparent condition of the building and its components on the date of Inspection. The results of this home inspection are not intended to make any representation regarding latent or concealed defects that may exist, and no warranty or guarantee is expressed or implied. If the person conducting your Home Inspection is not a licensed structural engineer or other professional whose license authorizes the rendering of an opinion as to the structural integrity of a building or its other component parts, you may be advised to seek a professional opinion as to any defects or concerns mentioned in the report.

**The Client:** The person(s) or entity on whose behalf a Home Inspector is acting or paying for the inspection and/or signing agreements.

**The Company:** Refers to Stillpoint LLC., dba "Insight Home Inspections" conducting the Home Inspection service for **The Client** for a fee.

The Inspection will be performed in a manner consistent with a set of written standards of practice determined by the Home Inspection Company. The Inspection and report are solely for the use of the undersigned **Client** and **The Company**, and are not transferable to, or for the benefit of a third party under any circumstances, **the Company** assumes no responsibility for any future usage of the report.

This report is intended solely to assist **The Client** in evaluating the overall general condition of the building. **The Client** understands an older component may be at or nearing the end of its statistical and/or useful life and could fail at any time after the inspection. Although proper care has been taken in performing this inspection, this inspection and report cannot be fully exhaustive, nor does it imply that every component was inspected or that every possible defect was discovered, i.e., when the property contains a number of similar items (such as electrical receptacles, switches, hardware, locking mechanisms, roof covering, siding, mortar pointing, lighting fixtures, windows, etc.); however, a representative of each shall be inspected.

In conducting the inspection, **The Company**, **The Company's** agents, and representatives do not disassemble equipment, move furniture, storage, carpeting, or open wall coverings. The purpose of this confidential report and analysis is to detect major **visible** problems and unsafe conditions; it is not intended for cosmetic or aesthetic evaluation. This inspection and report are limited to **visible** and **accessible** aspects of the property's basic primary structure, the property's foundation or basement, interior, exterior, roof, electrical, plumbing, and heating and cooling systems. No invasive or destructive testing is performed. The Inspector has the right to submit an addendum to the original report within forty eight hours of the completion of the inspection.

To be able to make an informed decision concerning the property, **The Client SHOULD BE PRESENT, AND IS AT HIS OR HER OWN RISK DURING THE INSPECTION.** If any person makes a declaration to **The Client** or **The Company**, concerning the age of an item, condition, repairs, service contract, or warranties, that declaration should be put in writing and conveyed to **the Client**. No compliance with any applicable building code is considered, evaluated or intended by the Inspector and/or report. **The Client** should conduct a final pre-settlement inspection, which this inspection cannot replace. In the event the Inspector points out any signs of settlement, cracks, deficiencies or other deformities, it is **The Client's** responsibility to monitor and repair the causes and effects. It is also **The Client's** responsibility to have a qualified, licensed individual conduct any repairs or further evaluation. It is **The Client's** responsibility to review the entire report. If **The Client** requires clarification they should contact the Inspector. It is **The Client's** responsibility to initiate any renegotiations (if applicable), and determine priority of repairs to be conducted. If **the Client** conducts repairs without the Inspector observing any concerns prior to repairs, **The Client** agrees to hold the Inspector harmless from any costs arising from repairs and assumes all financial responsibility. **The Client** agrees to all terms within this agreement and to hold **The Company's** agents and representatives harmless from any claim, cause of action or demand made by **The Client** or any party relating to the sale, purchase or repair of the property, or components inspected, or relating to accidents arising from the inspection. If **The Client** is not present for the inspection and pays for the inspection, **The Client** agrees to accept all of the terms and conditions of this agreement. If **The Client** is not present for the inspection they may not have utilized full benefits of the inspection which can only take place in person. **The Client** understands this inspection is to assist **the Client** in making a more informed purchasing decision, and is not to find all defects. The remaining functional life of particular units, systems, or components are estimates, and no warranties are expressed or implied. **The Client** understands a separate warranty may be available through another agency. The findings of this inspection are valid for the date of the actual inspection only. **The Company** shall not be held responsible for items or problems concealed, hidden, or inaccessible during the inspection. Buildings that are occupied, inspected after dark or during poor weather conditions may create conditions that could impede the inspection. It is **The Client's** responsibility to have an additional inspection(s) if needed. **The Client** understands any sloppy, amateur or substandard workmanship should be upgraded or repaired as needed. This report is only a tool for the Inspector to use and is the discretion of the individual Inspector as to which sections of the checklist and observations are to be utilized. Payment by **The Client** is expected at the time of the inspection. Any fee not paid within 30 days of the inspection will have a service charge of 1.5% monthly or 18% per annum added to the fee.

**Severability Clause:** If any provisions of this agreement are violative of law or equity, it is agreed and understood that the remaining provisions of this contract are in full force and effect.

**Limitation of Liability:** **The Client** agrees to limit any claim of liability for personal injury or property damage caused by any negligence of the company or its agents to two times the amount of the original inspection fee.

By signing this inspection agreement, The Client expressly agrees to and understands all terms and conditions detailed herein:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Address of Inspection: \_\_\_\_\_

Client's Signature \_\_\_\_\_

\$ \_\_\_\_\_ Standard Inspection  
\$ \_\_\_\_\_ Radon Testing Fee  
\$ \_\_\_\_\_ Mold Testing Fee  
\$ \_\_\_\_\_ Water Testing Fee  
\$ \_\_\_\_\_ Stucco/EIFS Inspection  
\$ \_\_\_\_\_ Inspection

Inspector's Signature \_\_\_\_\_

\$ \_\_\_\_\_ Total Inspection Fee

Paid By:

Check# \_\_\_\_\_

Visa

Master Card

Cash

Credit Card Information \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Inspection Agreement / Description, \*This is a legal and binding contract, please read carefully.**

**GENERAL INSPECTION** This Home Inspection is a limited visual evaluation of the building, the building's structure, major accessible components (as detailed by the Inspector) and the immediate visible grading around the perimeter of the building, on the actual date of the inspection. **CLIENT'S INITIALS** \_\_\_\_\_

**FOUNDATION** The Inspector will look for any visible; cracks, settling or other major structural defects. Inspector cannot evaluate any parts of a foundation below grade, covered with insulation, paint, or other wall coverings. The Inspector will look for evidence of visible moisture or water damage, but cannot predict any future water problems that may occur. It is the Client's responsibility to monitor and/or repair any problems noted in the report including to establish if a crack is active. **CLIENT'S INITIALS** \_\_\_\_\_

**STRUCTURE** A limited visual inspection will be conducted on any exposed or readily accessible sections of the structure. Any areas that are blocked with stored items, furniture or covered with siding, drywall, carpet, or other floor, wall or ceiling coverings will not allow the Inspector to evaluate the condition of these areas. With an accessible crawlspace and a minimum of three feet of headroom, the Inspector will visually inspect for visible moisture, mildew and ventilation, and report on the overall condition. The Inspector is not required to enter the area if adverse conditions, pests, falling insulation, dampness or debris impede access or limit visibility. **CLIENT'S INITIALS** \_\_\_\_\_

**ROOF INSPECTION** The roof may have to be inspected from ground level to avoid damage to the roofing material, and/or risk to the Inspector. Some roofs may not be accessible or visible for inspection. In this case The Client is responsible to have the roof reinspected by a licensed roofer. The Client assumes responsibility for any inadvertent damage caused by subsequent inspection. Roof leaks are difficult to detect unless there has been a recent, heavy rain. While every responsible effort is made to detect roof leaks, minor leaks may go undetected unless it is actually raining, combined windy, or other storm conditions at the time of the inspection. Stains on ceilings, walls or structural members may be the result of previously corrected problems, Client should monitor. The Inspector is not required to remove snow or ice or other conditions that could prohibit observation of the roof surfaces. Sagging and other roof deformities may be part of the original construction and merely a cosmetic problem; any structural defects should be repaired. Some roofs, especially flat roofs may require routine maintenance. No estimated remaining life expectancy is given or implied on the roofing materials. **CLIENT'S INITIALS** \_\_\_\_\_

**EXTERIOR OF BUILDING** The Inspector will, from ground level, randomly inspect the general condition of the siding, foundation, gutters, soffit, and trim. A limited representation of the exterior materials will be inspected. Cosmetic damage is not included in the inspection. Any evidence of water damage or rot to trims, siding, etc. may indicate damage to structural components. Concealed or internal damage may be discovered and/or evaluated and repaired once area is exposed. **CLIENT'S INITIALS** \_\_\_\_\_

**ATTIC** If accessible, the Inspector will report on **visible** moisture, mildew, ventilation, overall condition of the attic, and report any visible insulation. Access may be restricted due to insulation, storage and height restrictions. While the presence of FRT (Fire Retardant Treatment) plywood may exist in some attics, the Inspector may report seeing FRT but a separate test may be required to evaluate the condition of the FRT. Garage attic may not be rated or structurally designed for storage.

**CLIENT'S INITIALS** \_\_\_\_\_

**HEATING & COOLING SYSTEM (HVAC)** This report contains the general condition of the HVAC system. Any life expectancy estimates and possible remaining life are based on statistical comparison of other similar systems. **The Client cannot rely on any prediction or life expectancy.** Actual working conditions, previous use or misuse, irregular, improper service, faulty manufacturing, poor quality, act of God and simple bad luck affect a component's life. Estimates of remaining life do not mean that a particular item or system will last exactly that long, require replacement, or fail that soon. For example: heat exchangers, especially forced-air furnaces, are difficult to inspect, particularly if the heat exchanger is located within the heating plant and is not visible. A crack or hole in the heat exchanger may go undetected for some time, then suddenly become apparent or affect the heating system operation. If a heat exchanger fails or cracks, the heat exchanger must be replaced because carbon monoxide could enter the air supply. The Inspector is not required to disassemble any part of a heating system. This report and inspection cannot include the heat exchanger because such an inspection would require disassembling the furnace. An HVAC system's efficiency, tested in the summer, may not be indicative of the actual performance on a seasonally cold day. The Inspector is not required to calculate proper sizing of an HVAC system to the building. **An air conditioning system should not be tested in its cooling cycle when the outside temperature has been below 60 degrees within 24 hours or damage to the unit may result.** Heat pumps and air conditioners have a life expectancy of 8-12 years (depending on the region). **An older system and components should be serviced and certified before settlement, especially if no maintenance history was present.**

**CLIENT'S INITIALS** \_\_\_\_\_

**ELECTRICAL** The Inspector will visually inspect the condition of any **exposed** electrical wiring and randomly test electrical receptacles and switches; however, the Inspector cannot be accountable for any concealed or hidden wiring or problems. If there is any severe problem(s), an electrician should be consulted. The Inspector cannot give an estimate as to how many receptacles are on a circuit or the load the circuit will hold. **If aluminum wiring is present a licensed electrician must verify proper approved connections, failure to do so may become a potential fire hazard. Any substandard work observed should be updated.** **CLIENT'S INITIALS** \_\_\_\_\_

**PLUMBING** The Inspector will visually inspect exposed water and waste lines, all visible or accessible plumbing fixtures, and water closets for function. The Inspector cannot, and is not accountable for any concealed, such as grinder pumps or hidden problems nor possible freezing of the plumbing. The Inspector **does not** check for quality or quantity of the water, or report on the well's life expectancy or capacity. Corrosion may be a sign of deterioration to the plumbing and may cause eventual failure.

**CLIENT'S INITIALS** \_\_\_\_\_

**EXCLUSIONS** No warranty is expressed or implied by this inspection. Specific exclusions include, but not limited to; written exclusions in the report, obstructed areas, life expectancies, cost estimates, swimming pools, hot tubs, spas, ponds, fountains, water conditioning equipment, humidifiers, septic systems, drainfields, sewage connections, underground utilities, fuel tanks, water pressure, wells, well components, cable TV, satellite systems, intercoms, security system, sprinklers, geothermal systems, microwaves, plug in appliances, water leaks at foundation, water or air infiltration at doors, windows or weather stripping, bulkheads, piers, landscaping, solar collectors, footings, concealed structural components including piers and framing, internal or hidden components of a chimney or flue, concealed electrical, plumbing, grinder pumps, ice maker, radiant heat systems, central vacuuming, self cleaning oven function, detached buildings, grounds not immediate to the building, soil analysis, engineered loads, spans or capacities, auto reverse devices for garage doors, sidewalks, driveways, screens, cracked glass, failing insulated glazing seals, presence of safety glass, turning on any utilities, playground equipment, tennis courts, recreational equipment, elevators, cosmetic damage, code compliance, defective products unknown to the Inspector, pest activity or damage, property damage caused by infestation or activity of wood destroying insects or other organisms, calibration of thermostats, any work done without a history of a building permit or any health or environmental concerns, any future claims which may arise or be discovered as a result of future inspections, repairs or remodeling being performed on the property. **CLIENT'S INITIALS** \_\_\_\_\_

**INSECT OR PEST CONTROL** The Client must obtain a separate wood destroying insect inspection from a reputable pest control firm. The separate termite inspection should result in the issuance of a report of non-infestation or of infestation, plus a report of any damage. The Client should ask the pest inspector to report any signs of fungus, mold, mildew, or rot on the property. Some buildings may be at higher risk of infestation and should be inspected annually by a pest company. **CLIENT'S INITIALS** \_\_\_\_\_

**HAZARDOUS MATERIAL** The Inspector does not test for materials such as radon, asbestos, lead paint, formaldehyde, electric magnetic fields, toxic or flammable chemicals, water or airborne related diseases, gases, fumes, molds, fungi or other similar or harmful substances, including any odors and pet damage. Separate tests may be available for some or all of the above hazardous materials, upon request. **CLIENT'S INITIALS** \_\_\_\_\_

**THE CLIENT** The Client understands and agrees that it is his or her responsibility to have further evaluation and/or to initiate repairs to any items the Inspector discovers; and to maintain and monitor the building and its components, including all paint, caulk, other sealants, gutters, HVAC filters, plumbing, grounds, driveway sealant, etc., and all combustion components such as fireplace, woodstove, water heater, HVAC system, etc. Client is advised and understands they should have any repairs, further evaluations or cost estimates carried out prior to purchase to ensure they are making the most complete and thorough purchasing decision possible. **CLIENT'S INITIALS** \_\_\_\_\_

**RELEASE OF REPORT** The Client understands that the inspector will only release the report to The Client. If The Client would like to have the report released to their real estate agent or other parties, they must indicate this desire. By listing names of those individuals you wish to receive a copy of the report and initialing below, The Client gives permission for a copy of the report to be released to those individuals.

\_\_\_\_\_  
**CLIENT'S INITIALS** \_\_\_\_\_

I The Client, **(PRINT NAME)** \_\_\_\_\_ acknowledge that by signing this I agree to, and understand all of the terms and conditions stated above and in this report, and waive any claims against **The Company, The Company's** agents or representatives.

Address of Inspection \_\_\_\_\_

**Client's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Inspector's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_