



# HomeRite Real Estate Inspections

## Pre-Inspection Agreement

Date / Time of inspection: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

Client's Agent: \_\_\_\_\_ Agent Present:  Yes  No

I, the client, would like to have the detached garage inspected at a rate of \$12.50 per car bay.  Initial

Client agrees to allow the Company to release the inspection report to their agent.  Yes  No

This is limited to a component inspection and the report will include inspection information on: \_\_\_\_\_.

***This agreement defines the responsibilities of HomeRite Real Estate Inspections and Client. Please read carefully before signing.***

**HomeRite Real Estate Inspections** hereby referred to as Company, agrees to conduct a limited inspection of the real property located at \_\_\_\_\_, for the purpose of informing the Client of major deficiencies in the condition of said property and/or any other subsequent properties or follow-up inspections the Client has the Company inspect now or in the future. The report shall be in writing and shall be in accordance with the Standards of Practice of the National Association of Home Inspectors. The client agrees to pay Company in full for services rendered upon completion of today's inspection.

**1. Inspection Services:** The Company will perform or arrange for the following inspections and the Client shall pay the Company the agreed upon fees. Additional services may be purchased through the Company and are to be considered separate from the Home Inspection. Other services may, as a courtesy, be arranged by the Company and are not subcontracts. By arranging for and ordering and billing for any such services, Company does not warrant or assume responsibility for the work of such provider(s) or for provider's contract with the Client, which shall remain strictly between Client and provider(s).

**2.** The Company will perform a non-invasive, non-destructive visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the Property existing at the time of the Inspection. **Latent and concealed defects and deficiencies are excluded from the Inspection.** Payment is due at the time of the Inspection. The Client shall not be entitled to the Inspection Report unless the Client has first paid in full all Inspection Fees and has signed and delivered this Agreement to the Company. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family. The Company reserves the right to modify or clarify the Inspection Report for a period of time not to exceed forty-eight hours after the Report is first delivered to the Client.

**3. Scope of Inspection and Standards of Practice:** The Client acknowledges and agrees that the purpose and scope of the Home Inspection of the Property by the Inspection Company is to discover visible, apparent or obvious Material Defects of the Property's installed systems and components which are readily accessible at the time of the inspection and to assist the Client in evaluating the overall condition of the Property. The Company will provide an Inspection Report (the "Report") describing the Material Defects according to applicable State required Standards of Practice and Code of Ethics. The parties further agree that the Standards of Practice (the "Standards") shall define the standard of duty and the conditions, limitations and exclusions of the Inspection and are incorporated by reference herein. Client acknowledges that this report adheres to the National Association of Home Inspectors, Inc. (NAHI™) Standards of Practice, unless State Standards apply (Maryland only), which is included in the Inspection Report. Client accepts that the Home Inspection is not a substitute for a diligent pre-settlement inspection. It is highly advisable Client note the condition of any area not readily accessible at the time of Inspection before close.

**A Material Defect is defined as follows:** A problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. A structural element, system or subsystem that is near, at or beyond the end of its normal useful life is not, by itself, a Material Defect.

**Installed systems and components:** Structural Components; Exterior; Interior; Roofing; Plumbing; Electrical; Heating; Central Air-Conditioning (weather permitting); Insulation and Ventilation.

**Readily accessible systems and components:** Only those systems and components where the Company is not required to remove personal items, furniture, equipment, soil, snow or other items which obstruct access or visibility.

**4. Not a Warranty:** The parties agree and understand that the Inspection Company is not an insurer or guarantor against defects in the structure, items, components or systems inspected. **THE HOME INSPECTION AND THE INSPECTION REPORT DO NOT CONSTITUTE AND SHALL NOT BE CONSIDERED TO BE A WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, THE PRESENT OR FUTURE CONDITION OR THE PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT OR SYSTEM OR THE REMAINING USEFUL LIFE OF ANY SYSTEM OR COMPONENT OF THE PROPERTY.**

**5. Further Evaluation:** Client may be advised, at the Client's expense, to seek a professional opinion as to any defects or concerns found in this Report that requires further evaluation, examination and analysis, beyond that provided by a Standard Home Inspection, from a licensed structural engineer or other qualified professional, tradesman or service technician. The Client assumes all risks for failure to act on this advice. The Client further accepts that a Standard Home Inspection is not intended to be technically exhaustive, which would be much more time consuming and much costlier to the Client to perform.

**6. Not an Appraisal or Certificate of Insurability:** This Home Inspection is not to be construed as an appraisal and may not be used as such for any purpose. The Inspection Report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. Additionally, this Inspection does not determine whether the property being inspected is insurable.

**7. Permission to Release Report:** The Inspection and Report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the Report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against the Company, its employees or agents, arising out of the services performed by the Inspection Company under this Agreement, the Client agrees to indemnify, defend, and hold harmless the Inspection Company from any and all damages, expenses, costs and attorney fees arising from such claim.

**8. Limitations and Exclusions:** The Client expressly acknowledges and agrees that the systems, items and conditions not included in the scope of the Standard Home Inspection includes, but is not limited to, the following and the Company makes no representation as to:

- 1.) The presence or absence of any latent, hidden or concealed defects or deficiencies.
- 2.) The inspection of any system, component or part of the property that requires moving of personal property, dismantling, or other destructive measures to gain access to a system, component or part of the dwelling.
- 3.) Property's compliance with past or present municipal, county, state or federal statute codes, rules, ordinance rules, or regulations of any kind, including without limitation building, zoning, or property maintenance codes.
- 4.) The presence or absence of any hazardous condition or material which would constitute a Material Defect or would otherwise pose a health or safety hazard to humans, including, without limitation, asbestos, radon, formaldehyde, lead or lead based paint, toxic or flammable materials, pollutants, molds, fungi, water and air quality or electromagnetic radiation. Specialists may be arranged on your behalf for this type testing.
- 5.) On site private water systems such as underground wells or springs, as well as the evaluation of private sewage and their respective components.
- 6.) Whether visible or not, items outside the scope of the inspection include but are not limited to: the adequacy or efficiency of an item; detached buildings; elevators; engineering analysis; freestanding appliances; geological stability; heating equipment heat exchangers; prediction of life expectancy of any item; radio, remote, motion or photo-electric controlled devices; solar heating systems; thermostatic or time controls; underground piping and water treatment systems; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; central vacuum systems; telephone, intercom or cable TV systems; antennae; lightning arrestors; load controllers; electrical back-up generators; trees or plants; tennis courts, playground equipment or any other recreational or athletic equipment apparatus or facilities; wood destroying insects; underground tanks and wells; private sewage; swimming pools, hot tubs, spas or saunas; burglar, fire or other alarm systems; fire suppression systems; or irrigation systems.
- 7.) Any item or component excluded from the scope of the Home Inspection by the State accepted Standards of Practice.
- 8.) Any item or component specifically excluded from the scope of the Home Inspection by or noted on the Home Inspection Report.

Exclusions of systems normally tested: \_\_\_\_\_

Any general comments about these systems, items and conditions on the Inspection Report are informal only and DO NOT represent an Inspection.

**9. Notification:** In event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspection Company was not in the condition reported, the client agrees to notify the Company at least seventy-two hours prior repairing or replacing such system or component.

**10. Limitation of Liability and Limitation Period:** The parties agree and understand that the Company and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement are done without giving the Company the required notice, the Company will have no liability to the Client. The Client agrees that the Company's maximum liability is limited to the cost of the Home Inspection, except for an instance of gross negligence or willful misconduct. The Company shall not be liable to the Client for any loss of use of the property, repair or replacement cost, consequential or punitive damages or for attorneys' fees, court costs or Arbitration fees. The Company shall not be liable to the Client for any claims, loss or damage if the Client alters, tampers with or repairs or replaces the condition which is the subject matter of the Client's claim before the Company has had an opportunity to inspect the alleged defective condition. **The Client further agrees that the Company is liable only if there has been a complete failure to follow the Standards adhered to in the Report. Furthermore, any legal action must be brought within one year from the date the Report is delivered or will be deemed waived and forever barred.**

**11. Arbitration:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the Inspection or Inspection Report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes

of Construction Arbitration Services, Inc. (214) 638-2700 ext. 509. The decision of the Arbitrator appointed there under shall be final and binding, and judgment on the Award may be entered in any Court of Competent jurisdiction. All costs for the arbitration shall be the full and sole responsibility of the person or entity bringing the claim. All arbitrators shall have knowledge of the home inspection industry. In ascertaining the degree of care that would be used by a prudent home inspector, all arbitrators shall rely solely upon the Standards adhered to in the Inspection Report.

**12. Legal Fees and Other Expenses:** If either party makes a claim against the other for any error, omission or any other controversies related to this Agreement, this Home Inspection or Inspection Report, and fails to prove all aspects of such claim to the degree necessary to prevail at the Arbitration or any court or tribunal found to have jurisdiction over the Inspection Company, the party making the claim agrees to pay all attorney fees, arbitrator fees, expenses and costs incurred in the defense of this claim. Additionally, Client agrees to pay all of the Inspection Company's collection costs, legal fees and expenses related to this Agreement, this Home Inspection or Inspection Report.

**13. Severability:** If a court of competent jurisdiction determines that any section, provision or part of this Agreement is void, voidable, and not enforceable or contrary to the laws of the State, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement and the exhibits attached hereto contain all the terms and provisions between the Inspection Company and Client relating to the Home Inspection and Inspection Report. A term or provision not incorporated or stated in this Agreement or Inspection Report shall be of no force and effect.

This Agreement represents the entire agreement between the parties. There are no other agreements, either written or oral between them. This Agreement shall only be amended by written agreement and signed by both parties. Client has read and agrees to the terms, conditions, limitations and exclusions found in both pages of this document, including but not limited to, the terms of Inspection Fees, Notification, Limitation of Liability, Arbitration, Legal Fees and Limitations Period. Client understands that if the Client does not agree to the terms and conditions set forth that the Client has the right to cancel the Inspection at this time and the Client has the right to hire another Inspection Company.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_