

# Checklist Building Services INC Inspection Agreement

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT - PLEASE READ IT CAREFULLY**

Address: , ,

Report Number: 20021203a

1. The Client understands and agrees that this Agreement is a part of the Inspection Report and acceptance of or payment for the Inspection Report by the Client will confirm this agreement, even if Client was not present at the inspection and/or has not signed this agreement.
2. The Client understands that this report and any information therein is intended for the sole use of the Client and shall not substitute for, replace or be used in lieu of any required Transfer Disclosure Statements and shall not be disclosed to any person or persons other than the parties to the transaction for which this Inspection report was ordered.
3. Nothing in the Inspection Report, and no opinion of the Inspector, shall be construed as advice to the Client to purchase, or not to purchase, the property.

## VISUAL INSPECTION DEFINITIONS AND LIMITATIONS:

4. The Visual Inspection will be made and the Inspection Report prepared in accordance with the Standards of Practice as published by the American Society of Home Inspectors (ASHI) and by these standards, is intended to provide an opinion, based on visual observation, as to the apparent general condition of a building's observable structure, fixed components and systems or parts thereof, including the identification of significant observable defects and deficiencies as they appear at the time of the inspection.

5. The inspection is LIMITED to a visual survey of the fixed structure, components and systems of the building. The inspection does NOT include any invasive inspection or destructive testing. ANY STRUCTURE, COMPONENTS, SYSTEM OR CONDITION WHICH IS NOT EXPOSED TO VIEW, IS CONCEALED, OR INACCESSIBLE, BECAUSE OF SOIL, WALLS, WALL COVERINGS, FLOORS, FLOOR COVERINGS, CEILINGS, FURNISHINGS, FIXTURES, FOLIAGE, DEBRIS, OR ANY OTHER THING, IS NOT INCLUDED IN THIS INSPECTION. Client expressly agrees to assume all risks of conditions which are concealed from view at the time of the inspection.

6. THE FOLLOWING ARE NOT INCLUDED IN THE INSPECTION: The Inspector may, in his sole discretion, comment on any of the following items which are clearly apparent to visual inspection, but has no duty to do so, and is not liable for any failure to do so.

- a. Latent or concealed defects, or any condition not apparent to visual inspection at the time of the inspection.
- b. Hazardous or contaminant conditions, including but not limited to, asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electro-magnetic fields, petroleum products contamination or other soils or water contamination, allergens, environmental or health hazards or hazardous waste
- c. Structural, geological, soil or hydrological stability, survey, engineering, analysis or testing
- d. Uniform Building Code, or other uniform, state, or local Code, statute, or regulation, installation, construction, permit, or zoning violations
- e. Termites or other wood destroying insects, rodents or other pests, dry-rot or fungus
- f. Permit research or validation
- g. Radio, computer, or remote controlled devices or low-voltage systems or relays
- h. Security, intercom, or other communication systems
- i. Elevators, lifts or dumbwaiters
- j. Thermostatic, time clock or photoelectric controls
- k. Water softener or purifier systems
- l. Furnace heat exchangers
- m. Solar heating systems and freestanding appliances
- n. Window coverings
- o. Public or private water and waste systems
- p. Landscape or farm irrigation systems or the condition of any vegetation
- q. Any item which is hidden from view or impractical to test or observe
- r. Any structure, system or component, which is not listed in the Standards of Practice of the American Society of Home Inspectors as an inspection requirement
- s. Any structure, system, or component, condition, application, or other item noted in the report as not inspected, not determined, or not reported on

7. The Uniform Building Inspection Report manual, which is part of this report, utilizes referenced narratives corresponding to items listed on computer generated findings pages. You must read the narratives in the accompanying manual corresponding to each item on the findings pages to have read the entire report. The Client agrees to read the entire report. The Client agrees to immediately contact the Inspection Company for copies of any pages found to be missing from any part of the report.

8. The Inspection Report, including the use of signifying letter codes, is the professional opinion of the Inspector, based on the visual inspection of accessible structures, systems, and conditions. Without dismantling any part of any structure or system, and without full use of all utilities, the Inspector may, in his sole discretion, infer and extrapolate opinions which cannot be confirmed during the inspection. Such inferred and extrapolated opinions shall put the Client on notice to perform further inspection or testing as needed.

9. The Inspection Company does not offer any warranty or insurance for the Client or any other person in connection with the Inspection Report. THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, OF THE INSPECTION SERVICE OR INSPECTION REPORT. Conditions of the property may exist which are not visually apparent to the inspector at the time of the inspection, and therefore are not within the scope of the Inspection Report.

10. The Client agrees to submit to the Inspection Company, in written form, any claim(s) or complaint(s) not less than 30 days prior to taking any legal action on such claim(s) or complaint(s). Any legal action relating to the inspection, or Inspection Report, or the conduct of any officer, agent, or employee of the inspection company must be filed within one (1) year of the date of the inspection, and is thereafter barred by this agreement.

11. 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. The decision of the Arbitrator appointed thereunder shall be final and binding and judgement of the Award may be entered in any Court of competent jurisdiction.

12. Client understands and agrees that, to the fullest extent allowed by law, that the inspector and inspection company do not insure or warranty the inspection, and waives any claim of insurance or warranty. Payment for the inspection is made solely for the service provided by the inspector and inspection company in making a limited visual inspection of the property, without invasive investigation or destructive testing, and the production of a written inspection report which identifies the conditions actually observed by the inspector; the cost of such inspection and report would be substantially higher if any insurance or warranty were made. As consideration for the lower cost of inspection made possible by the foregoing waiver of insurance and warranty, Client agrees that the inspector's and inspection company's liability under this agreement shall be limited to one hundred fifty percent (150%) of the inspection fee.

13. Should any part of this Inspection Agreement be disallowed by any court or arbitrator the remainder shall be fully enforced. The fee for this inspection and report is:

CLIENT: \_\_\_\_\_ (sign) \_\_\_\_\_ Date: \_\_\_\_\_

INSPECTION  
COMPANY: Checklist Building Services INC, Corporation

INSPECTOR: \_\_\_\_\_ (sign) \_\_\_\_\_ Date: \_\_\_\_\_