

# Pristine Inspections & Testing, Inc.

## Inspection Agreement

This is a legally binding contract and contains an arbitration clause.

Please read it carefully.

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

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

Client(s): \_\_\_\_\_

This inspection agreement contains the terms and conditions of CLIENT's (named above) contract with the inspection company, herein referred to as INSPECTOR, for an inspection of the property stated above. The inspection agreement contains limitations on the scope of the inspection, remedies and liability. By signing below, CLIENT represents and warrants that all necessary approvals have been secured for the INSPECTOR to perform the inspection of the property. CLIENT also warrants that they will carefully read the entire inspection or inspection report.

### Inspection

The INSPECTOR agrees to perform a limited visual inspection and an inspection report of the systems and components included in the inspection as they exist at the time of inspection and for which the CLIENT agrees to pay a fee. The inspection will be performed in accordance with the standards of practice of the American Society of Home Inspectors, and is limited by the limitations, exceptions and exclusions so stated in the standards of practice and this agreement. Copies of these standards will be provided upon request.

This inspection is limited to a visual examination of the exposed and readily accessible areas of the building, and to this extent includes an evaluation of the following major components:

Foundation	Electrical	Exterior Walls	Doors
Sub-floor Framing	Plumbing	Roofing	Ceilings
Windows	Site Drainage	Heating	A/C
Floors	Venting	Built-in Appliances	Water heaters
Fireplaces	Stairs	Chimneys	Attic

If near building: Paving, Decks

### Limitations, Exception and Exclusions

The inspection only includes the systems and components expressly and specifically identified in the inspection report. In addition, any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpet, ceilings, furnishings or other fashion is excluded. The inspection does not include any destructive testing or the dismantling or moving of any objects or portion of the premises. The following systems and components and areas are among those **NOT** included in the inspection or inspection report.

- Latent or concealed defects, compliance with zoning or ordinances or permit research or system or component recalls.
- Structural, geological, soil, wave, action or hydrological stability, survey, engineering, analysis, or testing.
- Obtaining or reviewing information from any third party.
- Termites or other wood destroying insects and organisms, rodents or other pests, dry rot or fungus; or other damage relating to the preceding.
- Private water, sewer systems (unless otherwise listed as an additional service) or related equipment, such as wells, septic systems, sewage pumps, water softeners or purifiers, radiant heat systems or solar heating systems.
- Low voltage electrical systems, such as TV antenna, TV signal cables, cable TV systems, telephones, intercoms, speaker wires, automated equipment, and landscape lighting.
- Pools, spas, hot tubs, saunas, steam baths, ponds, fountains or other types of related systems or components.
- Window-mount or wall-mount air conditioners or gas-powered air conditioners.
- Building or property measurements, building value appraisal and repair cost estimates.
- Unique/technically complex systems or components such as furnace heat exchangers, air quality control systems, satellite systems, lawn sprinkler systems, thermostatic or time clock controls, radio controlled devices, remote controls, motion sensing or photoelectric devices, automatic timer controls, automatic gates or elevators, lifts, dumbwaiters, central vacuum systems, trash compactors.
- Free standing appliances and gas appliances such as fire pits, barbecues, heaters, lamps, and refrigerator ice makers and water dispensers.
- Electrical load calculations; testing of gas shut off valves; testing for gas leaks.
- Seismic safety, security or fire safety systems, fire sprinklers, alarm systems or security bars and/or safety equipment.
- Any adverse conditions that may affect desirability of the property including but not limited to proximity to railroad tracks or air routes, boundaries, easements or rights of way, adjoining properties or neighborhood.
- Radon gas, water or air quality (unless otherwise listed as an additional service), asbestos, chinese drywall, lead paint, urea formaldehyde, toxic or flammable chemicals, PCB's or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites or other environmental or health hazards.
- Decay of the interior of logs in log homes, log structures, walls or foundations, or similar defects.
- Advisability of purchase; adequacy, efficiency, durability or quality of any system or component.
- Cosmetic finishes and conditions; landscaping and foliage.
- Noise transmission; determination of odors.
- Evaluating fire-resistive qualities of any system, structure or component of the building.
- Items specifically noted as excluded or items not specifically identified in report.
- Thermal observations are not guaranteed, expressed or limited, or conclusive evidence of the presence or lack thereof of insulation, moisture, air leakage, or other anomalies.
- Technically exhaustive inspections, evaluations or tests of any type.
- Systems, structures or components which are not permanently installed including detached ancillary buildings (except for parking structures).
- Requirements of the Americans with Disabilities Act (A.D.A.).

### Disputes and Statute of Limitations

CLIENT agrees that any claim (for negligence, breach of contract or otherwise), be made in writing and reported to INSPECTOR within ten (10) days of the discovery. CLIENT further agrees to allow INSPECTOR the opportunity to re-inspect the claimed discrepancy before CLIENT (or CLIENT's agents, employees or independent contractors) repairs, replaces, alters or modifies the claimed discrepancy. CLIENT understands and agrees that any failure to notify INSPECTOR as stated above shall constitute a waiver of any and all claims CLIENT may have against INSPECTOR. CLIENT agrees that no action may be brought to recover damages against INSPECTOR or its agents or employees more than one year from the date of the inspection. Failure to bring said action within one year of the date of the inspection is a complete waiver of any rights, actions or causes of action that may have arisen therefrom. Time is expressly of the essence herein. This time period may be shorter than otherwise provided by law.

INITIALS \_\_\_\_\_

### Limitation of Liability

In the event INSPECTOR fails to fulfill the obligations under this agreement, CLIENT's exclusive remedy at law or inequity against INSPECTOR is limited to the inspection fee. CLIENT acknowledges that this limitation of liability is reasonable in view of the relatively small fee that INSPECTOR charges for performing the inspection when compared with the large potential of exposure that INSPECTOR might otherwise incur in the absence of such limitation of liability.

INITIALS \_\_\_\_\_

### Non Expert Visual Inspection

CLIENT understands and agrees that INSPECTOR is knowledgeable in a variety of areas, but is not to be considered as an expert in any field unless otherwise specified. The inspection and report are to be considered an unbiased view, based on the experience of INSPECTOR. The report identifies only general conditions affecting the property. If recommendations are made that CLIENT should consult an expert for further evaluation or repairs, it is the CLIENT's responsibility, at CLIENT's expense, to contact and obtain further inspections or evaluations with experts who shall be selected by CLIENT. If CLIENT fails to consult specialized experts as recommended by INSPECTOR, the INSPECTOR shall be absolved of any and all liability.

### Confidentiality of Report

The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. INSPECTOR'S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. No determination of insurability will be made.

### Payment and Receipt of Report

Payment is due upon completion of the inspection by INSPECTOR. If CLIENT is not present at the inspection, payment shall be due upon receipt of the report. Acceptance of the inspection report shall constitute agreement with all the terms of this contract, regardless of whether this contract is signed by the CLIENT. If CLIENT objects to any of the terms of this agreement, CLIENT shall return the written inspection report and all copies to the INSPECTOR within three days and any fee that has been paid will be refunded to the CLIENT. Failure to return the written inspection report and payment of the fee shall constitute the full acceptance of all of the terms of this agreement by the CLIENT. In the event CLIENT fails to pay any amount due hereunder and it becomes necessary for the INSPECTOR to take action in a court of law to collect such sums, CLIENT shall be responsible for all costs and reasonable attorney's fees incurred by the INSPECTOR. CLIENT shall not rely on any oral statements made by INSPECTOR prior to the issuance of the written report.

### Other Services

INSPECTOR may have an affiliation with a third party service provider ("TPSP") in order to offer CLIENT additional value-added services. By entering into this agreement CLIENT (a) authorizes INSPECTOR to provide CLIENT contact information (including telephone number) to the TPSP, (b) waive and release any restrictions that may prevent the TPSP from contacting CLIENT (including by telephone), and (c) authorize the TPSP to contact CLIENT (including by telephone) regarding special home alarm system offers. It is understood and agreed to by the parties hereto that all the provisions, limitations, exceptions, and exclusions of this agreement shall apply to any optional services entered into by the parties.

### Entire Agreement, Modifications and Third Parties

This agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This agreement shall be binding upon inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

### Governing Law and Severability

This agreement shall be governed by law. If any portion of this contract is found to be invalid or unenforceable by any court or arbitration, the remaining terms shall remain in force between the parties.

I have read, understand and agree to all of the above terms and conditions of this agreement.

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail to: \_\_\_\_\_ Client \_\_\_\_\_ Agent INITIALS: \_\_\_\_\_

Client E-mail: \_\_\_\_\_

Agent Name or E-mail: \_\_\_\_\_

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

Report #: \_\_\_\_\_ CASH VISA MC DISC CHECK# \_\_\_\_\_