

# INSPECTION AGREEMENT

**1. PURPOSE AND SCOPE:** The purpose and scope of the inspection is to identify and disclose to you conditions of the major systems as these conditions prevailed at the time of the inspection. The report pertains to readily accessible areas of these included systems. Defects that would be considered very obvious to a casual observer may not be included in the report. The guidelines of the American Society of Home Inspectors® are used as a basis for the inspection. Furniture, appliances, other household items, etc. are not moved for the inspection. The home is not specifically inspected for compliance with various governmental or non-governmental codes or regulations. We will not identify, test for, or perform water, air, soil, pest or materials analysis, including those for health or environmental considerations, (i.e. asbestos, radon, UFFI, water pollutants, lead contaminants, mold, etc.) unless previously agreed upon. The inspection is essentially visual; it is based upon the experience and opinion of the inspector and is not meant to be technically exhaustive. The term inspection DOES NOT include all items, and specific items which are not part of the inspection include, but are not limited to: refrigerators, freezers, freestanding kitchen appliances, oven cleaning devices and timer devices, remote garage door transmitters, floor coverings, wall coverings, laundry appliances, water conditioners, swimming pools, saunas, spas, solar collectors, well and septic systems, underground storage tanks, chimney flues or flue liners, tennis courts, playground equipment, or other recreational or leisure equipment, outbuildings, retaining walls, central vacuum systems, security systems and intercoms. Also excluded is an inspection for any non-wood infesting insects, such as fleas, cockroaches, bees, ticks, etc., bats, rodents, etc. The home is not specifically inspected for termite infestation or termite damage. However, if any termite damage is observed, it will be noted in the report. This report is not meant to be a warranty or guarantee, expressed or implied, of adequacy or performance of structures, systems or their component parts. The premises and/or systems may be in good condition when examined, but the condition may change thereafter.

Verification that the utilities are on/activated the day of the inspection is not the responsibility of the inspection company. Electrical or mechanical systems that have been shut down or deactivated cannot be inspected. In addition, if these systems do not respond to normal controls, they cannot be inspected. The inspector does not have the authority to activate any system which has been turned off by a public utility.

**2. DISCLAIMER OF WARRANTY:** It is understood and agreed to by both parties that The Home Buyers Protection Company (THBPC) is not insuring the property inspected against defects or the future condition of this property, its structural components, or its various plumbing, mechanical and/or electrical systems. Although our inspection includes the major systems and components in the home, virtually every home will have some flaws or defects not identified in the report. We can reduce your risk in purchasing, but we cannot eliminate it nor do we assume it.

**3. THIRD PARTY INDEMNIFICATION:** This report is for the sole benefit of the named client. Third parties that utilize the contents of this report for their own use do so at their own risk and assume all risks and liabilities of such action.

**4. DISAGREEMENT:** In the event that the client feels that there has been a misrepresentation of the property or its components by THBPC, the client agrees to notify THBPC within 30 days following this discovery and to allow the Company 15 days to re-examine these conditions before making any remedial repair. Failure to do so will void any further responsibility of THBPC.

If the client or any third party makes claim that we have been negligent in making the inspection and/or preparing the report, or if the client is not satisfied that we have fully satisfied our

obligations and duties under this inspection agreement, all parties agree the claim against The Home Buyers Protection Company will be limited to no more than the fee paid for the services.

**5. ARBITRATION:** In the event a claim should arise from the inspection or inspection report, it is agreed that this claim shall be decided by arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association, and the choice of arbitrators will include at least one "Certified Member" of the American Society of Home Inspectors (ASHI)®. In the event that this or any other clause in this agreement is found to be invalid by a court of law, this will not invalidate any other portion of the agreement.

I (we) \_\_\_\_\_ agree to have the property located at \_\_\_\_\_ inspected by The Home Buyers Protection Company according to the preceding conditions.

The fee for the inspection is \$ \_\_\_\_\_, and it is due upon receipt of the inspection report.

I (we) understand that the report is confidential and is strictly for my (our) use only. If client is married, the signing party testifies that they have the authority to bind this agreement for both parties. Executed as of the date written above, and signature below acknowledges that each party has read this Agreement and understands its terms and conditions.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_ .

THE HOME BUYERS PROTECTION COMPANY,  
a corporation (THBPC)

By: \_\_\_\_\_  
For the Corporation

X \_\_\_\_\_  
CUSTOMER

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**