

## **HOWARD HOME INSPECTION LLC**

### **RESIDENTIAL HOME INSPECTION AGREEMENT**

Fee for home inspection service is: \_\_\_\_\_ and is based on a single visit. There is a \$100 fee to return to the property in the event of a re-inspection. The inspection is not technically exhaustive. The fee charged is less than a technically exhaustive inspection.

Address to be inspected: \_\_\_\_\_

**THIS AGREEMENT made on \_\_\_\_\_ between Howard Home Inspection LLC and the undersigned parties, collectively referred to as CLIENT, is based on a single visit to property of above address. The CLIENT understands and agrees to the following.**

- A) The CLIENT understands the State of Michigan does not have a law requiring license, certification or registration of home inspectors. By accepting inspection report or relying on information within, CLIENT agrees to the terms of inspection agreement, even if this agreement is NOT signed.
- B) INSPECTOR will perform a visual inspection of home to provide CLIENT with a written report identifying the defects the inspector observed and deemed material. The inspection is supplementary to sellers disclosure. This inspection is not an exhaustive inspection of the structure, systems or components. The inspection will not reveal all deficiencies. If home is furnished, and in accordance with industry standards, INSPECTOR only inspects surfaces, structures, or systems that are exposed and readily accessible. INSPECTOR will NOT move furniture, lift carpets, rugs, remove or rearrange items within closets, cabinets or home.
- C) INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice of the International Association of Certified Home Inspectors, posted at <http://www.nachi.org/sop.htm>. Although INSPECTOR agrees to follow InterNACHI's standards of practice, CLIENT understands that these standards contain limitations, exceptions and exclusions. INSPECTOR does not inspect those systems or components out side of the general home inspection, such as; sewer lines and/or onsite waste disposal systems, septic system, wells, water softener, shower pans, over flow drains, water purification systems, low voltage electrical systems, backup generators, entertainment or data and communications systems or any other ancillary wiring that is not part of the primary electrical distribution system, site lighting such as lamp post or similar items, lightening arrestors or surge protectors, any timing systems, outdoor awnings and there controls or similar seasonal accessories, recreational facilities, out buildings, water features, hot tubs, statuary, pottery, fire pits, patio fans, heat lamps, satellite dish, sprinkler systems, fire alarm, fire suppression, pools, spas, fencing, retaining walls, playground or sports equipment, garbage compactors and appliances that are not built in. INSPECTOR will NOT go into wet crawl spaces, or go onto roofs higher than a 16 foot ladder will reach or a wet, snow and/or ice covered, steep roofs, or any roof that walking on could cause damage to the roofing material. INSPECTOR does not address conditions relating to animals, pest or rodents. EFSI siding systems are not inspected. Cosmetic features are excluded, including without limitation: paint, wall or ceiling coverings, carpeting and other floor covering, paneling, window treatments, shelving, lawn and landscaping. INSPECTOR does NOT operate HVAC in temperatures that may cause damage to system. (A/C will not be tested if ambient temp is below 65F) (Heat Pump will not be tested if ambient temp is above 75F) INSPECTOR does not test or evaluate HVAC concealed components such as the burner chamber, heat exchanger, and cooling evaporative components or perform carbon monoxide test; interior of flues or chimneys or inspect radiant heating systems, humidifiers portable A/C units, portable appliances (including refrigerators, stoves, microwaves, washers and dryers) carbon monoxide detectors. INSPECTOR advises that a licensed HVAC contractor inspect the HVAC system and concealed components; and that each chimney receive a level 2 inspection by a certified chimney sweep. INSPECTOR will not be testing for radon gas. INSPECTOR will not check for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination and other environmental hazards or violations.
- D) Should any provisions of this agreement require judicial interpretation, the court shall not apply presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.
- E) The inspection and reports are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repair person, and other interested parties. INSPECTOR shall be the sole owner of 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 there own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in this agreement. 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.
- F) If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an

inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this agreement does not include decay of the interior of logs in log walls, log foundations or roofs or similar defects.

- G) INSPECTOR assumes no liability for the cost of repairs or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, for claims or damages, cost of defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this agreement, including errors and omissions in the inspection report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential exemplary, special or incidental damages or for the loss of the use of the home/building even if CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (1) to reflect the fact that actual damages may be difficult and impractical to ascertain; (2) to allocate risk among the INSPECTOR and CLIENT; (3) to enable the INSPECTOR to perform the inspection at the stated fee.
- H) In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following; (1) written notification of adverse conditions within 10 days of discovery; (2) access to the premises. Failure to comply with the above conditions will release INSPECTOR from any and all obligations or liability of any kind
- I) The parties agree that any litigation arising out of this agreement shall be filed only in the Court having jurisdiction in the county in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any claims against INSPECTOR in a court of law. CLIENT agrees to pay all legal cost, expenses and fees of INSPECTOR in defending claims. CLIENT waives trial by jury.
- J) If any court declares any provisions of this agreement invalid, the remaining provisions will remain in effect. This agreement represents the entire agreement between the parties. All prior communications are merged into this agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR shall be binding unless reduced to writing and signed by INSPECTOR. No change shall be enforceable against any party, unless it is in writing and signed by both parties. This agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from date of the inspection.
- K) In the event a dispute arises between the CLIENT to this contract, it is hereby agreed that the dispute shall be referred to Inspection Arbitration Services for mediation and arbitration in accordance with the applicable rules of mediation and arbitration. The complaining CLIENT shall be responsible for any cost associated with bringing such action. If complaining CLIENT prevails CLIENT shall be awarded all the filing fees and related administrative cost. Terms of use and other rules can be found at [www.inspectionarbitration.com](http://www.inspectionarbitration.com).
- L) The CLIENT agrees and understands it's the CLIENT'S responsibility to ensure all utilities are activated. A complete inspection cannot be done without all the utilities. INSPECTOR does not open gas or water valves, light pilot lights or gas appliances, activate electrical services that have been turned off, or cut locks open. The CLIENT is solely responsible for ensuring that all utilities are turned on, that all water and fuel valves are open, that pilot lights are lit, that all rooms and crawl spaces are unlocked, and that components such as attics and panel boxes are accessible prior to the inspection. Return visits for re-inspection of repairs and/or because utilities were shut off, valves were shut off, pilot lights were not lit, or certain areas were locked otherwise inaccessible, CLIENT will be subject to additional fee starting at \$100.
- M) The CLIENT agrees and understands INSPECTOR reserves the right to add an amendment within 72 hours of the initial report issue. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.
- N) All digital photos taken by INSPECTOR at the inspected property are the property of HOWARD HOME INSPECTIONS, and may be published or used for advertisements or promotional materials.
- O) The INSPECTOR reserves the right to adjust the inspection fee if deemed necessary. Payment of fee to INSPECTOR is due at the start of the inspection. There is a \$50 fee for returned checks. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this agreement on behalf of such entity does personally guaranty payment of the fee by entity.

**CLIENT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS AND VOLUNTARY AGREES TO THE PAGES AND ACKNOWLEDGS RECEIPT OF A COPY OF THIS AGREEMENT.**

CLIENT \_\_\_\_\_ DATE \_\_\_\_\_

CLIENT NAME PRINTED \_\_\_\_\_