

Home Inspection Service Agreement

This Home Inspection Service Agreement (“Agreement”) is made and entered into as of this ____ day of _____, 2011, by and between John McLoughlin (JM) and _____ (Client). This Agreement is intended to be a legally binding contract between JM and the Client governing the conditions and terms upon which Client has engaged JM to perform certain inspection services in connection with the below referenced property. This Agreement and the contemplated inspection report is non-transferable, is personal to Client, and is for the exclusive use of the Client. By signing below, Client or the authorized representative of Client accepts all the terms and condition contained hereinafter in this Agreement. This Agreement may be signed via electronic means via the company web site through the original inspection scheduler.

Client / Representative: _____

Client Home Address: _____

Zip Code: _____

Inspected Property Address (“Property”): _____

Zip Code: _____

Inspection Fee: _____. Payment in full is due upon completion of inspection.

Inspection Date: _____

Home Inspector: John McLoughlin

PURPOSE: It is the express purpose of this Agreement that the inspection of the Property carried out by JM is intended to assist the Client in evaluating the overall general condition of the Property on the specific date and time of the scheduled inspection. The inspection shall be performed in a manner consistent with The Standards and Practice Code of Ethics of The American Society of Home Inspectors (ASHI). The full process of the inspection is contained within the report.

SCOPE OF SERVICE: This home inspection service does not provide any warranty or guaranty or insurance policy of any kind for any defects / deficiencies that may be present or that may arise in the future. The contemplated home inspection is primarily visual and general in nature and scope. It is concerned only with clearly visible and easily accessible systems, components, or items as existing at the specific date and time of the inspection. The inspection is not intended to be (i) an in-depth, all encompassing, technically exhaustive, invasive or destructive inspection, (ii) for governmental regulation or code compliance, (iii) concerned with current or future habitability of the Property, (iv) an attempt to detect and report all deficiencies present on the Property during the specific time and date of the inspection, and/or (v) an attempt to determine or attest to the remaining life of any systems or components found on the Property during the specific time and date of the inspection.

The inspection includes evaluation of certain major systems, components and equipment, for items which may need major repair or further evaluation by a specialist, including the following: foundation, electrical, plumbing, heating, air conditioning, roof, attic, and exterior walls. In most cases, included with the inspection is the evaluation of primary attached garages / carports / porches / patios / decks. This inspection does not include evaluation of detached garages / carports / patios / decks or other structures / outbuildings, and under floor crawlspaces, unless specifically otherwise provided for in this Agreement. The Client agrees that items, systems, and components that may be also included or omitted from the inspection report will be determined

solely by the inspector performing the inspection and mutually agreed upon by Client and JM in writing.

JM makes no claims and is not responsible or obligated under this Agreement to determine or evaluate the condition of “Inaccessible Areas” (as hereinafter defined) of the Property. As destructive testing is not performed by JM, JM can only report to the Client what was clearly visible at the time of the inspection. No representation is made as to how long any equipment will continue to function. The inspection does not include evaluation of every aspect of the inspected systems and components and where numerous adjacent or similar parts or components are encountered only a sample evaluation is performed.

For the purposes of this Agreement, Inaccessible Areas includes, without limitation, those areas of the Property (i) being concealed by the following: household goods, furniture, appliances, locked rooms, rugs, draperies, finished floors, ceilings, walls and the like, stored goods, insulation, automobiles, equipment, debris, and vegetation, or (ii) those areas of the Property where in the temperature of said area exceeds 120 degrees Fahrenheit, where the headroom is less than three (3) feet in height, or that may contain conditions or materials that could be hazardous to the inspector’s health (as determined by JM in its sole and absolute discretion). Client hereby indemnifies and holds JM harmless from any and all losses, damages, liabilities, claims, judgments and all costs incurred in connection therewith which may result or arise from defects or needed repairs to said Inaccessible Areas.

Client understands and agrees that only basic operational testing of certain “built-in” kitchen appliances is performed (dishwasher / oven / range / microwave / garbage disposal) during the inspection. Evaluation of timers and other controls is not performed and no determination is made regarding the performance of appliances, such as how well an oven maintains a temperature, or how well a garbage disposal grinds and disposes of waste materials. Client hereby indemnifies and holds JM harmless from any and all losses, damages, liabilities, claims, judgments and all costs incurred in connection therewith which may result or arise from defects or needed repairs to said appliances that were beyond the scope of the inspection performed by JM.

Client understands and agrees that the inspection of swimming pools is limited to observation from the deck or exterior and includes evaluation for obvious defects affecting the pool and the apparent basic functionality of common circulation equipment (the filter unit and pump). Equipment is visually evaluated and is not opened or dismantled. Determination of pool leaks is beyond the scope of the inspection. Underground piping and other concealed components associated with the pool are not evaluated. Automatic chlorinating systems, automatic timing systems, fiber optic lighting, or other nonstandard lighting systems, pressure gauges, valves, diving boards or other such accessories, security or safety systems, heating systems and automatic cleaning systems are not evaluated or tested as part of this inspection. Client hereby indemnifies and holds JM harmless from any and all losses, damages, liabilities, claims, judgments and all costs incurred in connection therewith which may result or arise from defects or needed repairs to said swimming pools that were beyond the scope of the inspection performed by JM.

Client understands and agrees that weather conditions or other conditions which are beyond the control of JM and which may affect and limit the inspection (such as disconnected or inoperable electrical service or water service/supply) are accepted by the Client. Client hereby indemnifies and holds JM harmless from any and all losses, damages, liabilities, claims, judgments and all costs incurred in connection therewith which may result or arise from defects or needed repairs found on the Property that were not discovered by JM due to weather conditions or other conditions which are beyond the control of JM.

RIGHT OF ENTRY: The Client agrees that all necessary arrangements have been made with the selling party for JM to enter and inspect the Property. Right of entry will include where applicable walking upon the roof and access to the crawl space. Any areas not permissible should be indicated to the home inspector and in writing on this Agreement prior to the inspection.

THIRD PARTIES: The Client is encouraged to participate in the inspection. However, Client hereby indemnifies and holds JM harmless from any and all losses, damages, liabilities, claims, judgments and all costs incurred in connection therewith which may result or arise from Client's participation in the inspection.

DISCLAIMER WARRANTY: The Client understands that this inspection and contemplated inspection report does not constitute a guarantee, warranty, or an insurance policy of the merchantability or fitness of use as to the condition of the Property or items inspected or contained within the Property.

LIMITATION OF LIABILITY: The Client agrees and understands that the maximum liability of JM for errors and omissions or for negligent performance or non performance of its obligations under this Agreement shall be limited to a full refund of the fee paid for the inspection. Further the Client understands and agrees that any claim related to or in connection with the inspection of the Property shall be made in writing within one (1) year from the inspection date.

RIGHT OF RE-INSPECTION: The Client agrees to allow JM access to re-inspect any claimed discrepancy prior to any corrective or destructive work being performed. Failure to notify JM as stated in this Agreement shall be expressly construed as and intended by Client to constitute a waiver of any and all claims the Client may have against JM. No disputed equipment or service shall be removed or repaired until JM has been allowed reasonable access to re-inspect the Property.

ARBITRATION: If the Client determines that the inspection process was carried out negligently or that JM was negligent in their inspection, the Client shall immediately notify JM in writing of any such claim of negligence. Such notification must occur within one (1) year of the date of the inspection. In the event of a dispute, both parties agree to submit the issue to binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration is to be conducted by an arbitrator who is a full time home inspector with at least five years experience as a home inspector with ASHI. If the parties are unable to agree upon an arbitrator within a reasonable period of time, they will submit the dispute to the American Arbitration Association. The accepted standard against which this inspection will be judged will be the current Standards of Practice and Code of Ethics of the date of inspection by The American Society of Home Inspectors ASHI. Property or equipment in dispute will be made available to all parties concerned for viewing and arbitration will occur at the property.

VALIDITY: No suit or action shall be brought against JM for breach of contract at any time beyond one (1) year from the date of the inspection. In the absence of the Client to sign this Agreement prior to the time of the inspection, payment for the inspection after receiving the report will act as acceptance of the terms of this Agreement. The inspection includes only those items listed, described and inspected within the report. Failure to comment on items not listed as part of the inspection within the report does not act as an error or omission on the part of JM.

LEGAL FEES & OTHER EXPENSES. If either party makes a claim against the other for error, omissions or other action arising out of work performed under this Agreement and fails to prove all aspects of such claim, the party making the claim will pay all attorney/solicitor fees, arbitrator fees, expenses and costs incurred in defense of said claim. The Client agrees to pay all of JM's costs, legal fees, and expenses incurred in collecting unpaid fees or for any returned checks tendered by the Client or denied credit card charges.

SEVERABILITY: If any tribunal determines that any portion of this contract is unenforceable, that tribunal shall enforce the remainder of the contract as though the unenforceable portion did not exist.

ENTIRE AGREEMENT: This Agreement represents the entire agreement between JM and the Client. The Client acknowledges that it has read and understands the scope and limitation of this Agreement and the inspection contemplated therein, and agrees to all of the terms, limitations, and exclusions contained in this Agreement.

Client

By: _____

Print Name: _____