

HOME INSPECTION AGREEMENT (Condominium)

Report Number: _____

Property Address: _____

Client(s): _____

Inspection Date/Time: _____

Attendance: *Buyer – Buyers Agent – Seller – Listing Agent – Tenant*

Other: _____

INSPECTION DESCRIPTION

(READ CAREFULLY)

In accordance with the client's request, Rest Assured Inspection Services shall perform a limited visual inspection of the subject property for the client in accordance with the Standards of Practice of the American Society of Home Inspectors, Inc. (ASHI), a copy of which is available upon request.

SCOPE OF INSPECTION: The purpose of the inspection is to report the general condition of the home and identify and disclose major defects and deficiencies of the inspected systems and components which exist at the time of the inspection and which are evident to the inspector upon ordinary visual observation. Minor and cosmetic defects may be listed in the report for maintenance purposes but it is not the intent, nor will the inspection report identify and list all minor and cosmetic defects. Systems and components to be inspected include: exposed and visible foundations and structures; exteriors; interiors; roofing; plumbing; electrical; heating; central air conditioning (weather permitting); attic insulation and ventilation **except those systems and components regarded as "Common Areas" of the condominium complex.** The inspection is limited to the readily accessible and visible systems, equipment and components of the home. The inspector will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions.

THE INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY that the items inspected are defect-free, or that concealed defects do not or will not exist. Problems may exist even though signs of such may not be present during the inspection.

EXCLUSIONS: The following systems and conditions are **NOT** within the scope of the inspection: the presence of or danger from molds, mildews, slimes, organic contaminants or other similar conditions, asbestos, lead paint, urea formaldehyde insulation, soil contamination, other indoor and outdoor pollutants or toxic chemicals; indoor air quality; fungi and termite/pest infestation (other than those described in the report); detached ancillary buildings (with the exception of parking structures); security systems; appliances (other than a limited inspection of kitchen appliances); playground equipment; swimming pools; hot tubs/spas; lawn sprinkler systems; intercom and audio systems; antennas; central vacuums; solar systems; water softeners and filters; wells; septic systems; latent (hidden) defects; adequacy of system designs; **ZONING OR BUILDING CODE COMPLIANCE.** Any general comments that may appear about these systems or conditions are provided as a courtesy only and do not represent or form a part of the inspection. Other experts should be consulted with about any concerns with the systems and conditions noted above.

Molds, fungi, mildew, slime, or other conditions of like nature, varieties of which are believed to cause illness or disease in some people, may be present in a quantity sufficient to require remediation but may not be discoverable given the conditions at the time of the inspection. Growths of this kind are frequently encouraged by moisture, and if condensation or water/moisture infiltration is noted in a given area, it is the responsibility of the client to conduct further inspection by qualified consultants to disclose the presence of these contaminants and the means and cost of remediation.

Evidence of water/moisture infiltration noted in basements or in other areas may be from a variety of causes. Water/moisture infiltration wherever found may be expensive to diagnose and expensive to correct. Further, water/moisture infiltration may be periodic and infrequent, and evidence of such water/moisture infiltration can be disguised by the application of paint or other cosmetic repair, all of which may prevent discovery. It is the client's responsibility to engage qualified consultants to investigate evidence of water/moisture infiltration and explore its causes, consequences, and means of correction.

Radon testing, water testing and materials identification testing are excluded from the inspection unless agreed to otherwise and paid for by the client.

The client is encouraged to accompany the inspector during the inspection. Client participation shall be at the clients risk for personal injury or damage to person or property for any reason or from any cause.

The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the client(s). **The inspection report is not transferable**

DISPUTE RESOLUTION: All claims and disputes between the parties arising in connection with this agreement shall be resolved as provided in the paragraphs below.

Client understands and agrees that any claim arising in connection with this agreement shall be made in writing and reported to Rest Assured Inspection Services at the address above by certified mail, return receipt requested, within 10 business days of discovery. Client further agrees, following the furnishing of such notice, to allow Rest Assured Inspection Services the opportunity to re-inspect the subject of the notice before client, clients agents or contractors makes repairs or alterations to the subject of the notice, except in case of an emergency requiring immediate attention. Client understands and agrees that any failure to notify Rest Assured Inspection Services, as required above, or any failure to allow Rest Assured Inspection Services the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims client may have against Rest Assured Inspection Services.

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 Dispute of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be final and binding judgment on the Award may be entered in any Court of competent jurisdiction.

Any legal action, including the binding arbitration proceeding described above must be brought within one (1) year from the date of the inspection. Failure to bring said action within one (1) year of the date of the inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen in connection with this agreement. By signing this agreement the client understands and agrees that the statutory period of limitations is reduced.

LIMITATION OF LIABILITY: The liability of Rest Assured Inspection Services, its officers, directors, shareholders, agents, employees and assigns, for the inspection or any consequence of the inspection shall be limited to the fee paid for the inspection.

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 changes or modifications are in writing and signed by the parties and supported by valid consideration. This agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, successors, assigns and representatives of any kind whatsoever.

INSPECTION FEE: \$ _____

ADDITIONAL SERVICES: _____ FEE: \$ _____

TOTAL: \$ _____

INSPECTOR:

ACKNOWLEDGEMENT

I, the undersigned, have carefully read the preceding "Inspection Agreement and Description" and fully understand and agree with the limitations, exclusions and terms described.

Client Signature: _____ Date: _____

Agent for Client Signature: _____ Date: _____