

ProTeam Inspections, Inc. Agreement for Home Inspection Services

Client: _____ Date: _____

Address: _____ Fee: _____

For and in consideration of the terms of this Agreement for Home Inspection Services the **Inspector** and **Client** agree:

1. The **Inspector** agrees to perform a visual inspection of the subject property and to provide **Client** with a written report identifying visually observable major deficiencies of the inspected systems and components that exist at the time of inspection. The written report will include the following systems only. **STRUCTURAL COMPONENTS, EXTERIOR STRUCTURE, ROOFING, FOUNDATION, ATTIC, DRAINAGE, BASEMENT OR CRAWL SPACE, INSULATION AND VENTILATION, PLUMBING, HEATING, AND CENTRAL AIR CONDITIONING.**
2. Systems and items which are **EXCLUDED** from this inspection include, but are not limited to the following: recreational playground facilities, geological and soil conditions, sprinkler systems (fire and lawn), solar systems, water wells, below ground septic or drainage systems, forced air furnace heat exchangers, hard wired smoke detectors, wiring not part of primary electrical distribution systems (including but not limited to: intercoms, cable TV, security systems, audio and computer systems) appliances including portable air conditioning units, and items considered to be cosmetic. Any comments regarding excluded systems and items are for information only and are not part of the inspection. The presence or absence of pests including visible wood destroying insects is excluded from this inspection, except where noted for informational purposes. The **Client** is urged to contact a reputable and licensed specialist if identification and extermination of excluded pests (WDO) is desired.
3. The inspection and report will be performed according to the standards of The American Society of Home Inspectors (ASHI), and the terms in this agreement shall have the same meaning given them in the ASHI standards. A copy of the ASHI standards will be provided at the client's request. The Inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession for the **Client**. The **Inspector** accepts no responsibility for use or misinterpretation by third parties.
4. The **Inspector** is not required to move personal property, debris, furniture, equipment, and carpeting or like materials which may impede or limit visibility. Concealed or latent defects are excluded from the inspection. Equipment and systems will not be dismantled. The inspection is not intended to be technically exhaustive, nor is it a compliance inspection for any governmental codes or regulations.
5. The inspection and report do not address, and are not intended to address, the possible presence of, or danger from asbestos, radon gas, lead paint, urea formaldehyde, soil contamination, absence, presence, or condition of buried oil storage tanks, pesticides, toxic or flammable chemicals, water or airborne related illness or disease, and all other similar or potentially hazardous substance and conditions. The **Client** is urged to contact a competent specialist if information, identification or testing of the above is desired.
6. **NEITHER THE INSPECTION NOR THE INSPECTION REPORT IS A WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY PERFORMANCE, OR CONDITION OF ANY INSPECTED STRUCTURE, SYSTEM OR ITEM. CLIENT ACKNOWLEDGES THAT CONDITION OF INSPECTED STRUCTURE, SYSTEM OR ITEM, IS SUBJECT TO CHANGE AFTER REPORT IS ISSUED. THE INSPECTION AND REPORT ARE NOT INTENDED TO REFLECT THE VALUE OF THE PREMISES, OR TO MAKE ANY REPRESENTATION AS TO THE ADVISABILITY OR INADVISABILITY OF PURCHASE OR SUITABILITY OF USE. THE INSPECTION AND REPORT ARE ONLY INTENDED TO EXPRESS THE OPINION OF THE INSPECTOR BASED ON A VISIBLE INSPECTION OF ACCESSIBLE PORTIONS OF STRUCTURE, SYSTEMS AND ITEMS OF EXISTING CONDITIONS, AT THE TIME OF INSPECTION.**
7. The parties agree that the maximum liability for the Inspector arising from failure to perform any of the obligations stated in this agreement is limited to an amount **NOT TO EXCEED THE FEE PAID FOR THE INSPECTION.**
8. Payment is due upon completion of the on-site inspection.

9. This Agreement represents the entire agreement between the **Inspector** and the **Client**. No change or modification shall be enforceable against either party unless such change or modification is in writing and signed by all parties. This agreement shall be binding and enforceable by the parties, and their heirs, executors, administrators, successors, and assigns.
10. 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 Disputes of Construction Arbitration Services, Inc. The decision of the arbitrator appointed thereunder shall be final and binding and judgments on the Award may be entered in any Court of competent judgement.

Client or Representative – Dated

Inspector - Dated