

Heavenly Hands Home Services

Inspection Agreement

Client's Name

Property Address

Home address

Type of Property

City, State, Zip

City, State, Zip

This inspection is provided at the request of the undersigned Client. This inspection will be performed by Heavenly Hands Home Services (HHHS), for the sole, confidential, and exclusive use and possession of the Client, and may not be relied upon by any other person, or third party, in accordance with the terms and conditions contained in this Agreement.

Read this agreement carefully.

Scope of Inspection

The purpose of this inspection is to perform limited visual and auditory on-site observations of the readily accessible areas of the primary structure and mechanical and electrical systems of the building. HHHS will provide a report stating its opinion as to whether or not the components of the building are performing the function for which they were intended, or are in need of repair. This report is comprehensive, but not all encompassing. This report is not to be used for determining the market value or usability of the premises.

HHHS does not inspect any item that is not readily visible or accessible during a normal inspection. As part of the inspection, HHHS will not move furniture, rugs, paintings, flooring, or other objects in order to readily view items. Previous repairs or remodeling may hide defects or evidence of prior damage. HHHS will not dismantle any equipment to inspect component parts. HHHS suggests that the Client ask the seller about repairs, covered up items, or previous problems.

HHHS provides a general inspection and is not a specialist in any structural or mechanical field. If HHHS reports that an item is not performing its intended function or is in need of repair, HHHS urges the Client to have that item examined by a licensed professional or specialist before completing the purchasing transaction on the property. It may be necessary to contact your real estate agent and/or attorney for further advice or assistance.

The components of major systems and the standards of conduct of the inspection are governed by "Standards of Practice for Home Inspection Report" by the American Society of Home Inspectors (ASHI) (Copyright 2000). HHHS is not affiliated with ASHI, but voluntarily meets and exceeds their standards.

All major systems and other items that are inspected will have their performance and condition listed in the written inspection report.

It is understood that HHHS does not offer or imply any warranty, guarantee, or insurance policy with regard to the continued soundness of construction, the usual life, adequacy, future performance, past or potential defects of any items inspected; or operability of equipment or appliances. It is understood that HHHS does not determine violations of zoning, construction, plumbing, electrical, mechanical or similar codes and ordinances, and that the written inspection report is a subjective determination of the condition of such items at the time the inspection was performed. Any items not listed in this report were not inspected, and should not be assumed to be in an acceptable, marginal or defective condition.

Client's Initials: _____

Inspector's Initials: _____

Specific items which are not part of the inspection include, but are not limited to: lead paint, asbestos, radon, toxic or flammable materials, molds, fungi, floor coverings, wall coverings, free-standing kitchen appliances and self-cleaning or continuous-cleaning capabilities of ovens. Also excluded is an inspection for any non-wood infesting insects, such as fleas, cockroaches, bees, mites, ticks, flies, etc.

Inspection Requirements and Limitations

The building, and its components and equipment are to be readily accessible at the agreed upon date and time of the inspection. All utilities and pilot lights must be on and all equipment operational so a full and complete inspection can be done on the date specified. This is the responsibility of the Client. HHHS does not inspect any item that is not readily visible during a normal inspection. The Inspector is not obligated to change light bulbs, move furniture, obstructions, floor coverings, or remove panels to inspect any part of the property or its components. The Inspector is also not required to enter an area or perform any procedure that may damage the property or its components or be dangerous to the Inspector or other persons.

The fee for this inspection shall be \$ _____ .00 . Payment is due upon completion of the inspection.

An additional fee of \$20.00 shall be due for each gas/oil fueled appliance or system the Inspector has to light to perform the inspection. These additional fees will be added to the inspection fee listed above, and payment is due upon completion of the inspection.

Limitation of Liability

The cumulative liability of HHHS to the Client for all claims whatsoever related to the inspection arising under this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all fees paid to HHHS by the Client under this Agreement. This limitation of liability is intended to apply to all claims of the Client, without regard to which other provisions of this Agreement have been breached or have proven ineffective. This limitation also applies to claims made by Client's heirs, principals, assigns, executors and representatives and anyone other than the Client regarding this inspection and report. The Client assumes all the risk of all losses greater than the fee paid for the home inspection. The Client agrees to immediately accept a refund of the fee as full settlement of any and all claims that may ever arise from this home inspection.

Should the Client have any complaints about the inspection, the Client must notify HHHS within 7 days after receiving the inspection report, and allow HHHS to re-inspect before changing the condition of the item, except in an emergency. If changes are made before HHHS re-inspects the item, then any claim against HHHS is waived.

Any dispute concerning the interpretation of this Inspection Agreement, or arising from the inspection and report, except one for inspection fee payment, shall be resolved informally between the parties, or by binding arbitration, conducted in accordance with the Construction Industry Arbitration rules of the American Arbitration Association, except that the parties shall select an arbitrator who is familiar with the home inspection industry.

Consequential and Special Damages

In no event shall HHHS be liable for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against the Client, even if HHHS has been advised of the possibility of such claims or demands. This limitation on damages and claims is intended to apply to all claims of the Client, without regard to which other provisions of this Agreement have been breached or have proven ineffective.

Disclaimer

HHHS DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WITH RESPECT TO THIS INSPECTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS IN THE PROPERTY.

Client's Initials: _____

Inspector's Initials: _____

