



A to Z Home Inspection
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Home Inspection Pre-Inspection Agreement

Client Name:

(READ CAREFULLY BEFORE SIGNING)

For a fee of \$ _____, company and CUSTOMER agree to have COMPANY conduct home inspection, on (inspection date) _____, for the purpose of informing the CUSTOMER of any major deficiencies and the condition of the identified above. The inspection and report are to be performed and prepared for the sole, confidential and exclusive use and possession of the CUSTOMER. The written report will include comments based on observations of the visible and accessible parts and areas of the following only.

Structural components and basement (Not applicable for condos and certain townhouses)	General interior, including ceilings walls, floors, windows, doors and stairs.
Electrical, Plumbing, domestic water heating, central heating and air conditioning.	Attic, ventilation and insulation (if readily and safely accessible).
Condition and general age of major systems. Kitchen and major appliances.	General exterior, including roof, gutters, chimney, major drive and walkways, drainage and grading, (Not applicable for condos and townhouses)

COMPANY, identified above, as used in this agreement and report, means the organization (corporation, Partnership, proprietorship, limited liability company or any other form of business), it's employees, its sub-contractors, its agents, the inspector(s) and any other person or company who represents the organizations.

AN INSPECTION IS INTENDED TO ASSIST IN EVALUATION OF THE OVERALL CONDITION OF THE BUILDING.
 This will be limited visual inspection of the visible, readily accessible and exposed elements of major components of the home and substantial deficiencies may exist and not be detected because of the limited nature of such an inspection. THE INSPECTION IS BASED ON OBSERVATION OF THE VISIBLE AND APPARENT CONDITION OF THE BUILDING AND ITS COMPONENTS ON THE DATE AND TIME OF INSPECTION. Most home inspectors are not licensed structural engineer but are generalists. IF YOUR HOME INSPECTOR IS NOT A LICENSED STRUCTURAL ENGINEER OR OTHER PROFESSIONAL WHOSE LICENSE AUTHORIZES THE RENDERING OF AN OPINION AS TO ANY DEFECTS OR CONCERNS MENTIONED IN THIS REPORT. The inspector is not required to climb on the roof. The inspector does not perform invasive procedures; equipments, items and systems will not be dismantled. The inspector only uses normal operating devices. Inspection will be made to see if a component is doing its major functions, not minor functions. Maintenance, cosmetics and other things may be discussed, but they are not part of the inspection and report. The written report will be total report and no reliance should be made on anything discussed during the inspection.

TOTALLY EXCLUDED: This is not a compliance inspection or certification for past or present governmental codes, rules or regulations of any kind. NO search or check of municipal records is included. Latent, hidden and concealed defects deficiencies are excluded from the inspection and report. NO warranty or guarantee if the structure or components is made or implied by the COMPANY. The inspection and report does not address and are not intended to address the presence, or danger from any potentially harmful substances and environmental hazards including but not limited to radon gas testing using a passive device. Also excluded from this inspection and report are swimming pools, wells, onsite and offside sewage disposal systems, security systems, central vacuum systems, water conditioning equipments, sprinkler systems including lawn sprinklers and fire sprinklers, telephone or cable wiring, fire and other safety equipment, mold and mildew, underground oil tanks. This is not an inspection for the presence or absence of rodents, animal urine or feces, but if observed they may be reported. It is not an evaluation for past, present or future business, commercial or industrial use. Inspection of termite and other wood destroying insects will be done visually. The inspector will not dismantle drop-ceiling tiles, wall paneling or remove carpet. Exposed structural components will be probed to check for past or present structural damage. Wood destroying insects report is valid for (90) days, from the date of inspection. All disputes or complaints regarding termites or wood destroying insects should be reported within ninety (90) days only.

Please see facing page of this pre-inspection agreement.

CUSTOMER INITIALS _____

PRE-INSPECTION AGREEMENT

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DISPUTES: No lawsuit or other type of claim of any kind arising out of or in anyway relating to the agreement, the inspection or the report shall be made unless each of the following is satisfied first in order.

1. Date by which Notice of Claim must be given. Written notice of the claim must be given to COMPANY on or before 90th day after the date of this agreement. The notice shall: (a) describe the claim including what CUSTOMER believes COMPANY did or failed to do. (b) Why CUSTOMER believes COMPANY is responsible. (c) What CUSTOMER believes COMPANY should do about it and (d) offer to allow COMPANY to inspect as required in the following paragraph, Notice shall be sent by first class mail to the COMPANY address as set forth in agreement.
2. Right to Re inspect: If CUSTOMER believes the COMPANY made a mistake, before making any repairs or alterations relating to the alleged mistake. CUSTOMER shall notify COMPANY and provide COMPANY a REASONABLE opportunity to inspect the portion of the property relating to the alleged mistake.
3. Negotiations : if the dispute has not resolved as a result of the re inspection :
 - The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement, the inspection or the report promptly by negotiations. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The arguments supporting that position. Within 30 days after delivery of the disputing party's notice both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.
 - If the matter has not been resolved within 30 days of the disputing party's notice, or if the parties fail to meet within 30 days, either party may initiate mediation of the controversy or claim as provided hereinafter.
 - All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the rules of evidence.
4. Mediation: if the dispute has not been resolved by negotiation as provided herein, the parties shall endeavor to settle the dispute by mediation under the then current commercial mediation rules of the American Arbitration Association ("AAA") or under such other non binding alternate dispute resolution rules to which the parties agree in writing. A single neutral third party will be selected from the AAA panel of neutrals, with the assistance of AAA, unless the parties agree otherwise.
5. Lawsuit: If the dispute has not been resolved by mediation after one session with a neutral, and if each of the other conditions set forth in this paragraph have been properly and fully satisfied, then either party may file a lawsuit or other type of claim provided it is filed within the time period set forth below.
6. Time within which lawsuit must be filled or forever barred. No lawsuit or other type of claim arising out of or in any way relating to this Agreement, the inspection or the report may be filed unless it is filed paragraph is fully and properly satisfied.
7. Limitation on Damages: the purpose of this provision is to limit the amount of money damages that CUSTOMER may claim and recover from COMPANY. The maximum amount of money that CUSTOMER may claim and recover is hereby limited to greater of two times the fee paid by the CUSTOMER to COMPANY under this agreement or \$ 1,000.00. This limitation applies to every type of claim or clause of action arising out of or in any way relating to this Agreement, the inspection or report, including but not limited to breach of contract, negligence, negligent misrepresentation and violation of any Unfair Trade Practices Act. This limitation does not apply to any claim for vexatious, litigation or similar type of claim by COMPANY against CUSTOMER or customer's lawyer.

ALTERNATIVE INSPECTION AVAILABLE: A more extensive inspection and report are available to CUSTOMER or Customer's lawyer.

Acceptance and understanding of this agreement are hereby acknowledged.

CUSTOMER, by signing below, also acknowledges receipt of a copy of this agreement.

CUSTOMER

DATE