

# Home Appeal Inspections, LLC

## Home Inspection Pre-Agreement

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT - PLEASE READ CAREFULLY BEFORE SIGNING

CLIENT(s) Name: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

Address of Property to be Inspected: \_\_\_\_\_

Inspection Fees: \$ \_\_\_\_\_ Inspected By: \_\_\_\_\_

This contract is an agreement by and between CLIENT, and HOME APPEAL INSPECTIONS, LLC, to perform an Inspection of the property, and is subject to the **Limitations and Conditions** set out in this Agreement.

1. The inspection report is based on a **visual examination** of the readily accessible features of the property as a generalist. HOME APPEAL INSPECTIONS, LLC will prepare a written report of the apparent conditions of the readily accessible installed systems and components of the property existing at the time of the inspection. CLIENT assumes all risk for problems noted in this inspection report that may reveal further damage during a repair or further investigation by a qualified professional. By signing below CLIENT accepts these terms and conditions. Areas that are inaccessible are not part of this inspection including but not limited to: behind walls, furniture, under rugs, inaccessible areas and below soil. Latent and concealed defects and deficiencies are excluded from the inspection. HOME APPEAL INSPECTIONS, LLC is limited by this agreement and cannot be expected to find or discover all defects in this property. The purpose and scope of this inspection is to provide CLIENT with a better understanding of the property's condition as observed at the time of the home inspection. Detached structures are not inspected unless agreed upon by both CLIENT and HOME APPEAL INSPECTIONS, LLC prior to the start of the inspection for an additional fee. The inspection report is an "opinion" of HOME APPEAL INSPECTIONS, LLC. HOME APPEAL INSPECTIONS, LLC's interpretation of what is good, fair, and satisfactory, etc. may be different from the CLIENT. CLIENT is encouraged to be present at the time of inspection so both parties will have an understanding of each other's perception.
2. The Inspection of the property shall be performed by HOME APPEAL INSPECTIONS, LLC, in accordance with the standards of practice used by Home Inspectors including the limitations, exceptions and exclusions as set out in the standards of practice. A copy of the standards of practice can be obtained from HOME APPEAL INSPECTIONS, LLC at any time upon request, these standards of practice inform you of what a Home Inspector should report and what is **Not** expected of the Home Inspector to report.
3. The written inspection report to be prepared by HOME APPEAL INSPECTIONS, LLC shall be considered the final exclusive findings of HOME APPEAL INSPECTIONS, LLC of the inspected property. CLIENT understands and agrees they will not rely on any oral statements made by HOME APPEAL INSPECTIONS, LLC prior to the issuance of the written inspection report. CLIENT further understands and agrees HOME APPEAL INSPECTIONS, LLC reserves the right to modify the inspection report for a period of time that shall not exceed forty-eight (48) hours after the inspection report has first been delivered to CLIENT. CLIENT understands and agrees that any claim arising out of or related to any act or omission of HOME APPEAL INSPECTIONS, LLC in connection with the inspection of the property, as limited herein, shall be made in writing and reported to HOME APPEAL INSPECTIONS, LLC within ten (10) business days of discovery. CLIENT further agrees to allow HOME APPEAL INSPECTIONS, LLC to re-inspect the claimed discrepancy, with the exception of emergency conditions, before CLIENT or CLIENT's agents, employees or independent contractor repairs, replaces, alters or modifies the claimed discrepancy. CLIENT understands and agrees that any failure to notify HOME APPEAL INSPECTIONS, LLC as stated above shall constitute a waiver of any and all claims CLIENT may have against HOME APPEAL INSPECTIONS, LLC.
4. CLIENT understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures that may be required by law.
5. The inspection and inspection report do not address and are not intended to address code and regulation compliance. Systems, items, and conditions which are not within the scope of this inspection include, but are not limited to: The possible presence of or danger from asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable material, environmental hazards, pest infestation (including termites and other wood destroying organisms), soil contamination and other indoor and outdoor substances. The CLIENT is urged to contact a competent specialist if information, identification, or testing of the above is desired.
6. The inspection will not include an appraisal of the value, termite inspection or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.
7. It is understood and agreed by and between CLIENT that HOME APPEAL INSPECTIONS, LLC is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by HOME APPEAL INSPECTIONS, LLC in the

performance of a limited visual inspection of the general condition of the properties systems and components and production of a written inspection report, that because of the limited nature of this inspection the inspection cannot be expected to uncover all defects or deficiencies within the property and that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services. Thus, CLIENT and HOME APPEAL INSPECTIONS, LLC agree that in the event that HOME APPEAL INSPECTIONS, LLC breaches its obligation or duty to perform such service and CLIENT is thereby damaged, then the liability of HOME APPEAL INSPECTIONS, LLC (including its officers, agents and employees) shall be limited to a sum equal to the amount of the fee paid by the CLIENT for inspection and inspection report and this liability shall be exclusive. CLIENT understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement that this agreement will form a part of the inspection report, and acceptance of the inspection report by CLIENT shall and payment therefore will constitute acceptance of the terms and conditions of this Agreement.

8. CLIENT agrees to indemnify, hold harmless, and reimburse HOME APPEAL INSPECTIONS, LLC for any and all claims by any party based of the visual inspection report from any third party or buyer, with the exception of the liquidated damages provision contained herein for CLIENT. CLIENT agrees to defend and reimburse attorney's fees for any action filed by any third party or buyer, or CLIENT for any legal action taken based on the rejection or unavailability of the liquidated damages clause herein. The CLIENT agrees that, to the extent allowed by law, any damages or breach of this contract or inspection report are limited to the amount of the inspection fee only. Furthermore, the CLIENT agrees to pay all attorney fees should the CLIENT pursue a civil action against HOME APPEAL INSPECTIONS, LLC, and fail to prevail.
9. If HOME APPEAL INSPECTIONS, LLC, or our employees, inspectors, or any other person you claim to be our agent, are careless or negligent in making the inspection and/or preparing the inspection report, our liability to you is limited to the fee paid for the inspection services, and you release us from any additional liability. There will be no recovery for secondary or consequential damages by any person.
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 of the state. The decision of the Arbitrator appointed thereunder shall be final and binding judgment on the Award that may be entered in any Court of competent jurisdiction.
11. The inspection report is not intended for third party dissemination. This inspection report shall not be forwarded to any other person, company, or legal entity without HOME APPEAL INSPECTIONS, LLC express written approval. HOME APPEAL INSPECTIONS, LLC copyrights inspection report, which is protected by copyright law.
12. CLIENT or REPRESENTATIVE OF CLIENT, by signing this agreement, states that they are within legal authority and represent the household for which the inspection of property is being completed.
13. This contract represents the entire agreement between CLIENT and HOME APPEAL INSPECTIONS, LLC. 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 modification is in writing and signed by both CLIENT and HOME APPEAL INSPECTIONS, LLC. This Agreement shall be binding upon and inure to the CLIENT's hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.
14. Payment is due at the time of inspection or before. The written inspection report will not be released until payment is received. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments.

**The CLIENT, by signing this agreement, states that they have fully read and understand the contract into which is entered and acknowledges receipt of a copy of this agreement. HOME APPEAL INSPECTIONS, LLC must receive a signed copy of this agreement from the CLIENT before any inspection findings, either verbal or written, can be released to the CLIENT.**

Does the CLIENT's Realtor or Real Estate Agency, have permission to receive a copy of this inspection report? Yes No (circle one)

\_\_\_\_\_  
CLIENT signature

\_\_\_\_\_  
INSPECTOR'S NAME

\_\_\_\_\_  
REPRESENTATIVE OF CLIENT

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
DATE