

# Inspection Agreement

## Smitten Home Inspection

8782 Hastings Circle NE \* Blaine, MN 55449

Cell: (612) 701-3952 \* Email: andy@smittenhomeinspection.com

**THIS CONTRACT LIMITS OUR LIABILITY... PLEASE READ CAREFULLY.**

**This agreement is between the client named below and the Inspection Company.**

I (Client) hereby request a limited visual inspection of the structure at the address below, for my sole use and benefit. I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any question I may have.

This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law. Your Inspector is a home inspector generalist and is not acting as a licensed engineer or expert in any craft or trade. If your Inspector recommends consulting other specialized experts, client must do so at client's expense.

### SCOPE OF INSPECTION

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any systems or components listed in the report, which may be in need of immediate major repair. The inspection will be performed in compliance with generally accepted standards of practice, a copy of which is available upon request or included with this report. **The scope of the inspection is limited to the items listed within the report pages.**

### OUTSIDE THE SCOPE OF THE INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all risk for all conditions which are concealed from view at the time of the inspection.

Whether or not they are concealed, the following **ARE OUTSIDE THE SCOPE OF THIS INSPECTION**:

- Building code or zoning ordinance violations.
- Geological stability or soils conditions.
- Structural stability or engineering analysis.
- Termites, pests or other wood destroying organisms.
- Asbestos, radon, formaldehyde, lead, water or air quality.
- Electromagnetic radiation or any environmental hazards,
- Building value appraisal or cost estimates.
- Conditions of detached buildings.
- Pools or spas and underground piping.
- Specific components noted as being excluded on the individual system inspections forms.
- Private water or private sewage systems.
- Saunas, steam baths or fixtures and equipment.
- Radio-controlled devices, automatic gates, elevators, lifts,
- Dumbwaiters and thermostatic, humidistatic, or time clock controls.
- Water softeners/purifiers systems or solar heating systems.
- Furnace heat exchangers, freestanding appliances, security alarms or personal property.
- Adequacy or efficiency of any system or component.
- Prediction of life expectancy of any item
- (Some of the above items may be included in this inspection for additional fees. Check with your inspector.)

**CONFIDENTIAL REPORT:** The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the

inspection report. Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the inspection report. Client agrees to indemnify, defend, and hold Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

**SEVERABILITY:** Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

**DISPUTES:** Client understands and agrees that any claim for failure to accurately report the visually discernible condition at the Subject Property, as limited herein above, shall be made in writing and reported to the inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the conditions in question.

**ATTORNEY'S FEES:** The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorneys' fees, arbitrator fees and other costs.

**LIMITATIONS ON LIABILITY:**

**THE INSPECTOR'S LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT.** THE LIABILITY OF INSPECTOR'S PRINCIPALS, AGENTS AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID, THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANY KIND BECAUSE OF MISTAKES OR OMISSION IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENTS SPOUSES, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FORM THIS INSPECTION

**ARBITRATION:** Any disputes concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of a recognized arbitration association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceedings by legal code.

**PROPERTY ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**TOTAL INSPECTION FEE \$** \_\_\_\_\_

**By signing below you acknowledge that you have read, understand and agree to the scope of the inspection and agree to all of the terms and conditions of the contract. You also agree to pay the inspection fee listed above.**

**Client:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(one signature binds all)