

Reliable Home Inspections Inc.

Inspection Services Agreement

1. **Binding Contract; Definitions.** This Inspection Services Agreement includes the Limitations and Exclusions and Supplemental Inspection Services (if selected), and the Inspection Report(s) issued after completion of the inspection(s). When completed and signed by both parties, the Inspection Services Agreement with its documents (collectively, the “Agreement”) becomes a legally binding contract between Reliable Home Inspections and the Client named in the client name block on page 2. When used in this agreement, the words “Reliable Home Inspections,” “we,” and “us” refer to Reliable Home Inspections and its authorized agents; the words “you,” “your,” and “I” refer to the Client; the term “Parties” refers to Reliable Home Inspection and the Client; the term “Building” refers to the primary dwelling that we are hired to inspect; the term “Inspector” refers to the Reliable Home Inspections employee or authorized agent who conducts the inspection services; the term “Inspection Report” refers to the report(s) issued by Reliable Home Inspections after completion of the inspection services.
2. **Relationship of the parties.** The Agreement and the Inspection Report(s) govern your relationship with Reliable Home Inspections. Please take the time to carefully read the Agreement. If, after reading the documents you are not comfortable entering into the Agreement for any reason, you should not hire Reliable Home Inspections.
3. **Purpose and Scope of the General Home Inspection.** The General Home Inspection is intended to assist you in evaluating the overall quality and general condition of the Building and immediately surrounding areas. The Inspector will conduct an impartial, non-invasive evaluation of the readily accessible, permanently installed systems and components of the Building, and will identify items that may need immediate or near term repair or replacement. The inspection will be conducted in accordance with the Standards of Practice set forth by the American Society of Home Inspectors. A copy of the ASHI SOP can be found at www.ashi.org.
4. **Limitations and Exclusions.** The Inspection Findings will be limited in scope and based upon the visible and apparent condition of the systems and components of the Building as they exist at the time of the inspection. Please review carefully the Limitations and Exclusions Notice.
5. **Post Inspection Procedures; Right to Revisit.** You agree to follow the post-inspection procedures. You will contact us immediately and in advance of commencing any repairs if you have concerns about the inspection services we conducted. You will also give us an opportunity to revisit the Property so that we may evaluate and respond to your concerns. You further agree that you will hold Reliable Home Inspections harmless and will release us from any claim for damages, and /or any repair or replacement costs you may incur where: (1) you fail to notify us in advance and allow us an opportunity to revisit the property; (2) the Property Seller failed to fully and properly disclose existing defects.
6. **Dispute Resolution; Arbitration.** In the event any dispute arises out of or relates to the Agreement, the Inspection Report or the inspection services conducted by Reliable Home Inspections and the Parties by themselves cannot settle the dispute, the Parties agree to submit the dispute to arbitration administered by the Better Business Bureau of Southern Colorado under its code of procedure then in effect.
7. **Time and Liability Limitation.** The liability of Reliable Home Inspections under any theory of liability shall be limited to a return of fees (the fees paid by you). Any dispute or claim initiated against Reliable Home Inspections must be made within one (1) year of the date the inspection services were conducted.
8. **Reliable Home Inspection Business Relationships.** We work closely with real estate professionals within our own local community. We disclose our relationships to prevent misunderstandings and to emphasize the point that we are uncompromising in our objectivity and allegiance to you, our Client. We promote our inspection services to consumers through our business relationships with leading real estate companies, lenders and title companies.

9. **Disclaimer of Warranty.** Reliable Home Inspections is not an insurer and does not insure against defects at the property. Neither the Agreement nor the Inspection Report constitutes an insurance policy, or a guarantee or a warranty (express or implied) of any kind, including a warranty of merchantability or fitness for a particular purpose as to the condition of the Building or the Property.

10. **Client Representations.** By signing below, you represent and warrant to Reliable Home Inspections as follows:

- You have read and understand this Inspection Services Agreement and its notices, and have the full capacity and authority on behalf of yourself and all others involved in the purchase of the Property.
- You have secured from the Property owner all approvals necessary for Reliable Home Inspections to enter the Building to conduct the Inspection Services. You agree that Reliable Home Inspections is not a party to the Property transaction and therefore is not bound by any contingency period that may exist between you, the property owner and/or the real estate professionals involved in the transaction.
- You authorize Reliable Home Inspections to disclose and distribute copies of the Inspection Report to the individuals listed below.
- You specifically decline Supplemental Inspection Services unless selected below, and you agree that the Post Inspection Procedures, Dispute Resolution, Time and Liability Limitation and Disclaimer of Warranty provisions set forth in this agreement shall apply to all Supplemental Inspection Services You select.
- You agree that where certain terms of the Agreement may be voided as provided for under state law; the remaining terms of the Agreement shall continue to operate in full force and effect.

CLIENT CONTACT INFORMATION:

INSPECTOR: _____

(Name)

INSPECTION DATE: _____

(email address)

General Home Inspection \$ _____

PROPERTY ADDRESS:

Radon Sampling \$ _____

(Street address)

Water Sampling \$ _____

(City, State, Zip Code)

Other: \$ _____

Total: \$ _____

X _____
(Signature Binding on All Others)

DISTRIBUTE INSPECTION REPORT TO:

_____ Buyer, Agent

LIMITATIONS AND EXCLUSIONS

Inspection Limitations. The General Home Inspection services conducted by Reliable Home Inspections do not encompass technically exhaustive testing or investigative techniques, and are subject to the following limitations:

- **Generalist Standard.** The Inspector is a generalist with a broad knowledge base in construction-related issues, and possesses the training and certification necessary to conduct the General Home Inspection and Supplemental Inspection Services. The Inspector does not act as an expert in any craft, discipline or trade, or as a licensed engineer.
- **Condition as of Inspection Date.** The Inspection Findings set forth the observations and opinions of the Inspector as they existed at the time the inspection services were conducted. There are typically hundreds of items to be checked during a General Home Inspection, so numerous and repetitive items such as windows and electrical outlets are randomly selected and a representative number are checked for functionality.
- **Physical Limitations and Inspector Safety.** A General Home Inspection can be physically limited where areas are not readily accessible, not available for inspection or pose a safety risk. Inspector safety is of paramount importance at Reliable Home Inspections. Accordingly, the Inspector has absolute discretion regarding whether or not to: (1) enter any area or perform any procedure which is, in the opinion of the Inspector, unsafe and likely to be dangerous to the Inspector or other persons, or (2) enter any area or perform any procedure which will, in the opinion of the Inspector, likely damage the property or its systems or components.
- **Roof Limitations.** Nationally recognized Standards of Practice provide that a roof may be inspected from grade level in order to avoid (1) possible damage to certain roofing material types, (2) a safety risk to the Inspector. Clients are advised that it is virtually impossible to confirm an active roof leak unless there has been recent heavy rain activity. Therefore a roof leak condition could possibly go undetected by the Inspector unless it is actually raining at the time of the inspection.
- **Estimates of Remaining Functional Utility.** The Inspection Report may contain estimates of the age and normal working life of certain systems and components of the Building. Any predictions of the remaining utility and life expectancy of systems and components are based on statistical comparison data. Actual conditions may alter the remaining utility and life expectancy of any system or component. Estimates of remaining functional utility and life expectancy of systems and components are just that – estimates; they are not to be construed as a guarantee that a particular system or component will last as long or fail as soon as estimated.

Inspection Exclusions. The following are outside the scope of the General Home Inspection conducted by Reliable Home Inspections.

- **General Exclusions.** The Inspector does not dismantle equipment, move furniture, lift floor coverings, open wall coverings or disturb items belonging to a property owner. General Home Inspection services do not encompass anything that is concealed, underground, or not accessible for inspection at the time of the inspection. The Inspector does not: (1) check items hidden behind or inside walls or ceilings; (2) check telephone, cable or satellite systems, (3) check security systems, intercom systems, central vacuum systems, low voltage lighting systems, non primary electrical systems, (4) evaluate cosmetic aspects such as paint, wall coverings, paneling, window treatments, carpeting.
- **Environmental Conditions and Hazards.** The General Home Inspection conducted by Reliable Home Inspections does not encompass testing for, evaluation of or investigation into: (1) the presence of biological contaminants (molds or mold like substances, fungi, pollen, pet dander, insect waste, etc.), radon gas, carbon monoxide, lead based paint, asbestos, toxic wastes, or any other environmental hazards or contaminants, (2) The possible presence of wood destroying insects, organisms or pests that can cause damage to a dwelling or structure, (3) indoor or outdoor air quality, (4) water treatment systems, well systems or the quality of the water supply.
- **No Code Inspections.** Construction in the United States is governed by interrelated codes that regulate the many specialized aspects of construction. Codes and Standards are reviewed and revised on an ongoing basis. Although the Inspection Report may include comments on areas subject to the various codes and standards, Reliable Home Inspections does not conduct “code inspections” or give any binding opinion concerning compliance or non compliance with past or present government codes or regulations of any kind.