BEST HOME INSPECTION AGREEMENT/RECIEPT

(Please read carefully as this is intended to be a legally binding contract)

Client Name: _____ Address: _____

1. **Scope of the Inspection:** The inspection will be performed in accordance with the Standards of Practice of the American Society of Home Inspectors (ASHI) in effect at the time of this inspection. The parties agree that the ASHI Standards of Practice shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. A copy of the ASHI Standards is included, and applies.

The inspection to be performed for Client is a non-invasive physical examination, performed for the fee set forth below, designed to identify material defects in the systems, structures, and components of the above referenced property as existing at the time of the inspection. The inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Emphasis of the inspection is to identify major deficiencies, however, less important deficiencies may be identified and the majority of these minor deficiencies will be provided in the written report in order to report the whole property in proper perspective. Latent and concealed defects and deficiencies are excluded from the inspection. This inspection is not intended to be technically exhaustive.

I have read and agree to the Scope of the Inspection: Initials _____

2. **Limitations, Exceptions and Exclusions:** Excluded from this property inspection is any area or item which is inaccessible, concealed from view or cannot be inspected due to circumstances beyond the control of the inspector, or which Client has agreed is not to be inspected. The following are excluded from the scope of this property inspection unless specially agreed otherwise between Inspector and Client:

- Identifying and determining compliance with building codes, regulations, ordinances, installation requirements, manufactures' specifications, covenants, or other restrictions, including local interpretations thereof. Obtaining or reviewing information from building permits, product defects, recalls or similar notices, or any other third party information.
- Geotechnical, engineering, structural, architectural geological, hydrological, land surveying or soils related examination.
- Environmental hazards or conditions, including, but not limited to, toxic chemicals, asbestos identification/testing, mold identification/testing, reactive, combustible, corrosive contaminants, wildfire, geologic or flood.
- Examination of conditions related to animals, rodents, insects, wood-destroying insects, organisms, mold, and mildew or damage caused thereby.
- Property areas and items which are not permanently installed, and areas and items not specifically identified in the written inspection report.
- Operating or evaluating low voltage electrical, antennas, security systems, cable or satellite TV, telephone, remote controls, radio controls, timers, intercoms, computers, photo-electric, motion sensing, or other similar non-primary electrical power devices, components, or systems.
- Factors relating to the property, including, but not limited to: adequacy, efficiently, durability or remaining useful life, costs to repair, replace, or operate, fair market value, marketability, quality, or advisability of purchase.

Client understands that the above listed systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions of the written report are informal and **do not** represent an inspection.

I have read and agree to the Limitation, Exception & Exclusions: Initials: _____

3. The parties understand and agree that the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. **INSPECTOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.**

This Agreement, including the terms and conditions on the reverse side, represents the entire agreement between the parties and there are no other agreements either written or oral between them.

Client has read this entire Agreement (this side and reverse side), including the arbitration clause on the reverse side and accepts and understands this Agreement as hereby acknowledged.

Signature: _____ Date: _____

Address: _____ Telephone: _____

Total Fee $ 600.00 Paid by: ☐ Check ☐ Cash ☑ Visa ☐ MasterCard

Inspector's Signature: _____ Date: 8/17/96