

EAGLE EYE



HOME INSPECTIONS

INSPECTION AGREEMENT

THIS AGREEMENT LIMITS OUR LIABILITY - PLEASE READ IT CAREFULLY

This Home Inspection Agreement (the "Agreement") is made effective on Wednesday, May 30, 2018 by and between Eagle Eye Home Inspections (hereinafter "Eagle Eye", "we", "us" and "our") and [Client's Name] (hereinafter "client", "you" or "your") (collectively "parties"). You desire to have a general home inspection (the "Inspection") and/or other inspection related services ("Ancillary Services") performed on a home located at Address not specified (collectively "Services").

FEE: You agree to pay \$0 for the performance of the Services. This amount shall be paid in full prior to the completion of the Services (unless otherwise agreed in writing by the parties). Should you fail to timely pay the agreed upon fee(s), you shall be responsible for paying any and all fees associated with collection, including but not limited to administration costs, attorney's fees, and cost of litigation.

SCOPE OF THE INSPECTION: This Inspection is a limited visual examination of certain readily accessible systems and components (designated for inspection herein) using normal operating controls and opening readily openable access panels. The purpose of the Inspection is to provide you with information about the existing condition of certain systems and components of the home at the time of the Inspection and is not intended to be, or to be construed as, a guarantee, warranty, or any form of insurance. The inspection will be performed in accordance with Home Inspection Standards of Practice of the Commonwealth of Virginia and the technical guidelines of the American Society of Home Inspectors ("ASHI")(referred to herein as "inspection guidelines"). (A copy of the inspection guidelines are available from us upon request and should be reviewed by you prior to accepting our service.) The inspection guidelines are hereby incorporated by reference in their entirety and are hereby made a part of this Agreement. All terms used herein and not otherwise defined shall have the meaning set forth in the inspection guidelines. The home inspection does not include a review for compliance with regulatory requirements (Virginia Uniform Statewide Building Code or other codes, regulations, laws, ordinances, etc.).

The inspector is a generalist and is not a licensed engineer or expert in any specific craft or trade. If the inspector recommends further action, including (but not limited to) consulting with a specialized expert(s), you must do so at your expense or otherwise assume all risks associated with failure to do so. This Inspection is not technically exhaustive. The fee charged for this Inspection is substantially less than that of a technically exhaustive inspection. A written inspection Report will be provided describing the following systems and components: structural components (including foundation and framing), exterior, roof system, plumbing system, electrical system, heating system, installed central and through-wall air conditioning systems, interiors, insulation & ventilation, and fireplaces & solid fuel burning appliances. The Report will identify the following: (a) which systems and components designated for inspection herein are, in the professional opinion of the inspector, significantly deficient or near the end of their service life, (b) why the inspector deems the system or component to be significantly deficient or near the end of its service life, (c) whether further evaluation, correction or monitoring is needed, and (d)

whether any system or component described herein was not inspected and why it was not inspected. We reserve the right to modify the Report for a period of time that shall not exceed forty-eight (48) hours after the Report has been first delivered to you. Nothing in this Agreement is intended to limit the inspector from reporting observations and conditions in addition to those identified herein or excluding systems and components from the Inspection if agreed to in writing and signed by the parties. Should we, as a courtesy, exceed any particular requirement set forth herein in one area, we shall not be obligated to exceed the requirements in other areas.

EXCLUSIONS: A system or component is not readily accessible if Inspection requires moving personal property, dismantling, destructive measures, or any action that will, in the opinion of the inspector, likely involve risk to persons or property. Anything not readily observable because it is concealed or inaccessible due to obstructions including (but not limited to) floor coverings, suspended ceiling tiles, insulation, furniture or other personal property, soil, vegetation, water, ice or snow cannot be inspected. We are not required to move or disturb such items in order to diminish or eliminate the obstruction. We are not required to report on or engage in any practice or act that is not included or that is specifically excluded in the inspection guidelines unless otherwise agreed to in writing signed by the parties. We are not required to inspect anything identified in the inspection guidelines as limitations or exclusions specific to the systems and components inspected. The list of the following specific exclusions is not an exhaustive list; see the inspection guidelines for additional exclusions and limitations. We are NOT required to determine the following: remaining life of any system or component, the causes of any condition or deficiency, methods and costs of corrections, suitability of the property for a specialized use, market value or marketability, advisability of purchase of the property, the presence of pests such as wood damaging organisms (including termites), rodents or insect, rot/decay, fungus, including mold and mildew, the presence of environmental hazards including toxins, carcinogens, noise, asbestos, lead-based paint, mold, radon, and contaminants in soil, water, and air, the effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances, the acoustical properties of any systems or components, decorative items, underground items, breached vacuum seals in insulated glass, or items not permanently installed. We are not required to do the following: predict future conditions including (but not limited to) failure of components, operate any system or component that is shut down or otherwise inoperable, light pilot lights, determine the presence of hazardous substances, enter hazardous areas, or perform engineering, architectural, plumbing, or any other job function requiring an occupational license or certification in your jurisdiction (unless the inspector holds a valid license or certification and the parties agree in writing signed by the parties on the additional service(s) for an additional fee). We are not required to inspect fences, soil conditions, spas, saunas, steam baths, pools (and related equipment), outbuildings (other than garage or carport), sprinkler systems, private and community waste disposal systems, telephones, cable television, intercoms, security systems, low voltage lighting systems, any timing systems, well systems, window-unit air conditioning systems, furnace heat exchangers, and heating or cooling systems when weather conditions or other circumstances may cause equipment damage. We are not required to inspect cosmetic items such as paint, wallpaper, carpet, or other finishes on walls, ceilings or floors, and any type of window treatment (such as blinds or draperies). We are not required to determine non-compliance with manufacturer's specifications or applicable regulatory requirements, including (but not limited to) building code compliance. Water/moisture, leaks, seepage and drainage problems are often only visible during or after a certain amount of rain. It is thus impossible to observe water/moisture, leaks, seepage and drainage problems unless the Inspection is conducted during or immediately after a rain sufficient to reveal such problems. It is beyond the scope of this inspection to determine if any system or component is, has been, or will be part of any product, component or system recall in the future. Client may wish to subscribe or contact the CPSC (Consumer Product Safety Commission) for recall information regarding any system or component.

MOLD EXCLUSION: Eagle Eye is not responsible for discovering or reporting on the presence or absence of mold or mildew. Furthermore, Eagle Eye is not responsible for any damages that arise from or related to mold or mildew, even if the mold or mildew is a direct consequence of a condition upon which Eagle Eye is required to report as set forth in this agreement.

DISPUTE RESOLUTION AND REMEDY LIMITATION:

Notice of Claims - You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission of Eagle Eye in connection with the Services shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated

above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law.

Arbitration - Any dispute concerning the interpretation of this Agreement or arising from the Services and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home inspection industry.

Limitations Period - Any legal action arising from this Agreement or from the Services and Report, including (but not limited to) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of the Services. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights, or claims based thereon. This time limitation period may be shorter than provided by state law.

Limit of Liability - Due to the nature of the Services we are providing, it is difficult to foresee or determine (at the time this Agreement is formed) potential damages in the event of negligence or breach of this Agreement by us. Thus, if we fail to perform the Services as provided herein or are careless or negligent in the performance of the Services and/or preparing the Report, our liability for any and all claims related thereto is limited to the fee paid for the Services, and you release us from any and all additional liability. There will be no recovery for consequential damages. You understand that the performance of the Services without this limitation of liability would be more technically exhaustive, likely require specialist(s) and would cost substantially more than the fee paid for this limited visual inspection.

OTHER PROVISIONS:

Confidentiality - You understand that the Services are being performed (and the Report is being prepared) for your sole, confidential and exclusive benefit and use. The Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction ("third party"). If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the Services or the Report brought by the third party. You authorize us to distribute copies of the Report to the real estate agents or attorneys directly involved in this transaction, who are not intended beneficiaries of the Report.

Severability and Entire Agreement - The parties agree that should an Arbitrator or Court determine that any provision(s) in this Agreement is void, voidable, or unenforceable, the remaining portions shall remain in full force and effect. This Agreement (in its entirety), and any attached, executed Addenda, contains the entire agreement between the parties, and there are no other representations, warranties, or commitments, except as are specifically set forth herein. This Agreement supersedes any and all representations or discussions, whether oral or written, if any, among the parties relating to the subject matter of this Agreement. This Agreement may be modified, altered or amended only if agreed to in writing and signed by the parties.

Inspection Fee \$

THE INSPECTION, ANCILLARY SERVICES, INSPECTION AGREEMENT AND REPORT DO NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND; NOR DO THEY SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW.

By signing below you acknowledge that you have read, understand and agree to the terms and conditions of this agreement, including (but not limited to) the limitation of liability, arbitration clause and limitations period, and agree to pay the fee listed above.

By Acknowledging this Agreement you confirm that you have read, understood and accepted the terms and conditions of this Agreement.

Date: _____

David Grant, Virginia Licensed Home Inspector #3380-000455, expires 8/31/2020
For: Eagle Eye Home Inspections
9150 Morla Woods Pl, Nokesville, VA 20181
(703) 670-4663

Client Name: [Client's Name]
Property Address: /
Inspection Number: [Report Number]

Signature: _____ Date: _____

Signature: _____ Date: _____