



## Inspection Services Agreement

**Binding Contract.** When completed and signed by the Client, this Inspection Services Agreement is a legally binding contract between U.S. Inspect Group, Inc. (US Inspect) and the Client named in the signature.

**Definitions.** When used in this agreement, “US Inspect” and “we” refer to US Inspect and its employees and authorized agents. “You,” “your,” and “I” refer to the Client. “Parties” refers to US Inspect and the Client. “Property” is the address at which we are hired to conduct inspection services. “Building” is the primary dwelling that we are hired to inspect. “Inspector” is our employee or authorized agent who conducts the inspection services. “Inspection Report” is the report we issue upon completion of most inspection services. “Inspection Findings” are the observations and assessments reported by our Inspector in our Inspection Report.

**Relationship of the Parties.** The Agreement and the Inspection Report govern your relationship with US Inspect. Please carefully read this agreement and any state notification documents you may be required to review because they contain important terms and conditions and have legal consequences to you.

**Purpose and Scope of the Home Inspection.** Our home inspection is intended to assist you to evaluate the condition of the Building and its immediately surrounding areas. Our Inspector conducts an impartial, non-invasive evaluation of the readily accessible, permanently installed systems and components of the Building, and identifies items that may need immediate or near-term repair or replacement. The inspection is conducted in accordance with American Society of Home Inspectors (ASHI) Standards of Practice (incorporated herein by reference and available at [www.homeinspector.org/standards-of-practice](http://www.homeinspector.org/standards-of-practice)) and state standards of practice in effect at the time of the inspection and referenced in the Inspection Report. This home inspection is in accordance with standards and practices set forth in division 8 of OAR chapter 812. Our Inspectors are generalists and many possess training and licenses/certifications necessary to conduct other inspection services; however, our Inspectors do not act as experts in any craft, discipline or trade, or as licensed engineers.

**Limitations and Exclusions.** Inspection Findings are limited in scope and based upon the visible and apparent condition of systems and components of the Building as they exist at the time of the inspection. The condition of the Property and Building may change between the time inspection services are conducted and the time a client acquires title to the property, regardless of whether the building is occupied or unoccupied. ASHI Limitations and Exclusions are incorporated herein by reference and are available at [www.homeinspector.org/general-limitations-and-exclusions](http://www.homeinspector.org/general-limitations-and-exclusions). The following limitations are in addition to the ASHI standards of practice; if there are any differences between the ASHI standards of practice and this Agreement, this Agreement shall govern.

**Physical Limitations.** Our home inspection is physically limited to areas which are readily accessible, available for inspection, and are not safety risks. Our Inspectors have absolute discretion regarding whether or not to: (i) 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 (ii) enter any area or perform any procedure which will, in the opinion of the Inspector, likely damage the property or its systems or components.

**Repairs or Further Evaluation.** Our Inspectors may recommend the need or possible need to repair, replace or monitor a system or component or to obtain examination and analysis of a system or component by a tradesman or service technician in a designated field of expertise. Clients must engage and instruct any professional, tradesman or service technician who evaluates a system or component for the purpose of preparing a repair/replacement proposal to address the problem, concern and/or issue identified by the Inspector, and any adjacent, collateral or contiguous, intersecting and/or hidden/obstructed systems or components that may require repair, replacement or upgrading. Repairs, replacement, upgrading or maintenance of problems, concerns and/or issues identified by the inspector may be more difficult to correct and/or be more costly than anticipated.

**Age and Remaining Useful Life.** Inspection Findings may contain estimates of age and useful life of systems and components. Projections of remaining utility of systems and components are based on statistical comparison data; actual conditions may change the remaining utility and life expectancy of any system or component. Inspectors

cannot make a determination regarding unfavorable conditions such as prior misuse, overuse, service maintenance intervals, poor product quality, or faulty manufacture. It is impossible for inspectors to report precisely as to when a system or component will require repair or replacement.

**Representative Sampling.** There are hundreds of items to be checked during a home inspection; numerous and repetitive items such as windows, electrical outlets, and light fixtures are randomly selected and a representative number are checked for functionality. Inspection Findings do not imply that every system or component is inspected or every possible defect is identified.

**Exclusions.** The following are outside the scope of the Home Inspection services conducted by US Inspect. Any inspections discussed below for extra fees are and remain subject to all of the terms, conditions and representations in this Inspection Services Agreement including the General Exclusions.

**General Exclusions.** Our inspectors do not disassemble equipment, dismantle items, move furniture, lift floor coverings, open wall coverings, or disturb items belonging to a Property owner. Our Home Inspection services do not encompass anything that is concealed, underground, or inaccessible for inspection at the time of the inspection. Our Inspectors do not: (i) enter any area or perform any procedure that may damage the Building; (ii) check items hidden behind walls or ceilings (e.g., electrical wiring systems, plumbing systems, insulation, etc.); (iii) check telephone or cable/satellite jacks and connections; (iv) check security systems, fire sprinkler/suppression systems, intercom systems, central vacuum systems, exterior low voltage lighting systems, antennas, remote and radio controls, motion sensing devices, solar systems, specialty HVAC systems, or other non-primary electrical/timing systems; (v) inspect structures detached from the Building; (vi) evaluate cosmetic features such as paint, wall coverings, carpeting, floorings, paneling, lawn and landscaping; or, (vii) inspect common areas. Our Inspectors will not determine if “normal” operating controls such as heating units, thermostats, humidifiers, or switches can be operated by the Property owner as intended.

**Environmental Hazards.** Our Home Inspection services do not encompass testing, evaluation or investigation into: (i) the possible presence of biological contaminants (e.g., molds, fungi, pollen, pet dander, insect waste, etc.), radon gas, carbon monoxide, lead-based paint, asbestos, urea-formaldehyde, electro-magnetic radiation, toxic wastes or any other environmental hazards or conditions or potentially harmful substances; (ii) indoor or outdoor air quality; (iii) water treatment/purification systems, well systems or the quality of the water supply; (iv) the condition or suitability of septic or other on-site waste systems; (v) the possible presence, condition or suitability of underground storage tanks; (vi) geotechnical conditions, soil conditions or types, site drainage, sinkholes or the propensity or future potential for foundation or below grade water penetration; (vii) geological hazards such as floods, erosion, earthquakes, landslides, mudslides, and volcanoes; (viii) local pollution issues relating to smog, landfills, industrial waste products, groundwater contamination, noise and other environmental concerns; or (ix) the possible presence of wood destroying insects, organisms or pests (termites, ants, fungus, dry rot, rodents, bats, birds, etc.) that can cause damage to a dwelling or structure.

**Not a Code Inspection.** Although Inspection Findings may include comments on areas subject to various codes and standards, US Inspect expressly does not conduct “code inspections” or give any binding opinion concerning compliance or noncompliance with past or present governmental codes or regulations of any kind. Clients who require information related to construction, addition or remodeling permits, energy efficiency ratings, or other issues concerning code compliance should contact appropriate government official(s).

**Systems and Components Performance Characteristics.** US Inspect is not the definitive source for information concerning the operation, efficiency and/or durability of systems and components.

**Product or Manufacturer Specifications or Defects.** US Inspect is not the definitive source for information concerning compliance of Building systems and components with installation guidelines and manufacturer specifications. Our Home Inspection services do not encompass investigation into product or manufacturer defects, recalls or similar notices. Clients who require authoritative information concerning performance characteristics and/or serviceability of Building systems and components must contact the appropriate manufacturer and/or party(ies) responsible for product installation.

**Utility Lines and Connections.** US Inspect does not evaluate or give any opinion concerning conditions and/or safety in relation to private or public utility lines or connections to a Property (e.g., gas, electrical, water, sewage, phone, television, etc.). Clients who require such information must contact the appropriate utility provider.

**No Appraisal or Rating.** Our inspection services are not: (i) an appraisal or opinion of the value of the Property; (ii) an opinion as to the advisability of a purchase; (iii) a rating of the Property with respect to desirability of purchase; or (iv) an opinion as to the suitability of the Property or the Building for any particular or specialized use.

**Title and Use Restrictions.** US Inspect does not conduct any research or give any opinion concerning issues that pertain to conditions of title, or architectural, zoning or land use matters (e.g., ordinances, easements, restrictive covenants, homeowners association rules, etc.). Clients who require such information must contact the appropriate government or private sector organization.

If you are not comfortable with Limitations and Exclusions and prefer to have a more extensive inspection conducted at the Property, you should elect our Technical Home Inspection.

**Technical Home Inspection.** Our Technical Home Inspection is a more extensive inspection than a home inspection and includes multiple service providers (e.g., professional engineers, master electricians, master plumbers, HVAC specialists, roofing specialists, etc.), requires a minimum of five days to complete, and minimum base fees of \$2,500 plus laboratory analyses and testing fees; the findings are issued with a two-year written guarantee and as noted below US Inspect agrees to a significantly higher limitation on liability because of the substantially more detailed inspection that is conducted. If you would like a Technical Home Inspection, you must obtain written permission from the Property owner and contact US Inspect at 888.USINSPECT.

**Post-Inspection Procedures.** If you have concerns about the inspection services we conducted, you must contact US Inspect immediately and in advance of commencing any repairs. You must give US Inspect an opportunity to revisit the Property so that we may evaluate and respond to your concerns. You agree that you will hold US Inspect harmless and release US Inspect from any claim for damages and/or any repair or replacement costs you may incur in which: (i) you fail to notify US Inspect in advance and allow our inspector an opportunity to revisit the Property; (ii) you fail to conduct and document a thorough walk-through inspection or, (iii) the Property owner failed to fully and properly disclose existing defects.

**Alternative Inspection Services.** In limited circumstances, US Inspect offers inspections during which the inspector provides only oral feedback on the visual and apparent condition of the property at the time of the inspection. These "Walk and Talk" inspections are subject to the same limitations, exclusions and other terms of this agreement that apply to home inspections. HOWEVER, A "WALK AND TALK" INSPECTION IS NOT A "HOME INSPECTION" AND SHOULD NOT BE RELIED UPON AS SUCH FOR ANY CONTRACTUAL OR REGULATORY PURPOSE. US INSPECT DOES NOT PROVIDE INSPECTION FINDINGS OR AN INSPECTION REPORT FOR "WALK AND TALK" INSPECTIONS. If you require an Inspection Report and/or Inspection Findings, please request a standard or technical home inspection.

**Dispute Resolution Mandatory Arbitration.** Prior to the filing of any legal action related to this Agreement and/or any inspections, you shall submit to US Inspect written notification of the dispute and your intent to file a legal action. Notice shall be by e-mail to [www.usinspect.com/contact-us](http://www.usinspect.com/contact-us) and mailed via certified US mail, return receipt requested, to 14501 George Carter Way, Suite 110 Chantilly, VA 20151. US Inspect shall have thirty (30) days to submit the dispute to binding arbitration, to be held in Chantilly, Virginia by an accredited and reputable provider of dispute resolution services. With respect to any such dispute or legal action, such dispute or legal action must include any and all claims whatsoever arising. IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE ANY CLAIM, INCLUDING, WITHOUT LIMIT, THE ARBITRABILITY OF ANY PART OF THIS AGREEMENT OR THE VALIDITY OF ANY TERM IN THIS ARBITRATION CLAUSE, IN COURT OR TO HAVE A JURY TRIAL. Arbitration must be on an individual basis; this means neither you nor we may join or consolidate claims in arbitration by or against you and other clients, or litigate in court or arbitrate any claims as a representative or member of a class or in a private attorney general capacity. Even if all parties have opted to litigate a claim in court, you or US Inspect may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit. Each party further agrees to pay its own arbitration costs. In the event you initiate a claim against US Inspect in arbitration, litigation or other



dispute resolution proceeding, and you are not awarded damages in an amount greater than the highest amount we offer to you in writing, you agree to reimburse US Inspect for the costs and fees, including reasonable attorney’s fees and expert witnesses, incurred by US Inspect in our defense in such proceeding. Any award made by the arbitrator(s) shall be enforceable as a judgment in any court of competent jurisdiction.

**Limits of Liability/Liquidated Damages.** You understand and agree that US Inspect is not an insurer and that the payment for the Inspection and Inspection Report is based solely on the value of the service provided by US Inspect in the performance of the limited visual inspection and production of the Inspection Report as described herein. You further understand and agree that it is impracticable and extremely difficult to fix actual damages, if any, which may result from a failure to perform such services. Thus, except as expressly delineated under our short-term guarantee, if available, and where permissible under state law, US Inspect’s liability under any theory of liability (e.g., negligence, breach of contract, consumer protection, etc.) shall be limited to the fees paid by you for the inspection services you selected. In states in which “Return of Fee” limitations are expressly prohibited, US Inspect’s liability shall be limited to the lesser of one-quarter of one percent (0.25%) of the purchase price you paid for the Property or the amount provided for under state law.

If you select the Technical Home Inspection, US Inspect’s liability shall be limited to the lesser of five percent (5%) of the purchase price you paid for the Property or the amount provided for under state law. This section is not applicable in states in which limitations on liability are expressly and absolutely prohibited. Otherwise, limitations set forth in this section are binding upon you and anyone else who may otherwise initiate an action through you against US Inspect.

**Time Limitation.** Any dispute or claim initiated against US Inspect must be made within one year of the date the Inspection Report is issued (Or from the time of inspection if no report is issued). This time period may be shorter than otherwise provided for under the laws and regulations of some states.

**Business Relationships.** We promote our inspection services to consumers through our business relationships with leading real estate companies, lenders, title companies, and service firms. We may share information concerning the results of an inspection with relevant service firms. We earn fees for marketing products and services of our partners, which offer discounts and promotions for homeowner services (e.g., home security systems). After completion of the inspection, we send Clients an e-mail with an option to participate in partner offerings. If you opt out, you will not be contacted by our service partners nor will you receive any promotions, offers, or discounts.

**Disclaimer of Warranty.** We are not an insurer and do not insure against defects in the Building or at the Property. Except as expressly delineated under our short-term guarantee, if available, or as specifically provided in connection with a Technical Home Inspection, the Agreement, Inspection Report and inspection services do not constitute 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.

**Client Contact Data.**

Name \_\_\_\_\_

E-mail \_\_\_\_\_

Mobile \_\_\_\_\_

Property street address \_\_\_\_\_

Property city, state and zip code \_\_\_\_\_

Job number \_\_\_\_\_



**Client Representations.**

By signing below, you represent and warrant to US Inspect as follows:

1. I have read and understand this Inspection Services Agreement and have the full capacity and authority to sign the Agreement on behalf of me and all others involved in the purchase of the Property or who will reside at the Property.
2. I have secured from the Property owner all approvals necessary for US Inspect to enter the Building to conduct the inspection services.
3. I agree that US Inspect is not a party to the Property transaction and therefore is not bound by any contingency period that may exist between me, the Property owner and/or the real estate professionals involved in the transaction.
4. I agree that Limitations, Exclusions, Post-Inspection Procedures, Dispute Resolution, Limits of Liability/ Liquidated Damages, Time Limitation and disclaimer of warranty provisions set forth in this Agreement shall apply to all Supplemental Inspection Services that I select.
5. I agree that where certain terms of the Agreement are automatically modified or voided as provided for under state law, the remaining terms of the Agreement shall continue to operate in full force and effect.
6. I authorize US Inspect to disclose and distribute copies of the Inspection Findings and acknowledge that US Inspect owns all right, title and interest, including all intellectual property rights, in and to the data created or collected during the home inspection.
7. I agree that my payment for and/or acceptance of the Inspection Report shall constitute my voluntary acceptance of all the terms, conditions and limitations of the Agreement.

**Client Signature.**

Signature is binding on all others.

Signature \_\_\_\_\_