

Home Inspection Agreement (Front & Back) PLEASE READ CAREFULLY

This agreement is made between **Mossmann Inspections, LLC**, (herein referred to as the “Company”) and _____ (herein referred to as “Customer”) regarding a building to be inspected located at;

Purpose and Scope of Inspection

The Company agrees to perform an inspection of the Building for the purpose of alerting the Customer to **major** defects/deficiencies in its condition. A report containing the inspection’s findings will be prepared by the Company and provided to the Customer for its sole, exclusive, and confidential use. **Minor or cosmetic** defects **will not** be reported.

The written report will include findings of a visual and operational inspection of the following only;

- Structural System
- Exterior
- Roofing System
- Plumbing System
- Electrical System
- Heating and A/C System
- Interior
- Insulation and Ventilation
- Fireplaces and Solid Fuel Burning Appliances
- Walls, Ceilings, Doors, and Windows
- Major appliances for operability

The company will perform its inspection in accordance with the Standards of Practice of the **American Society of Home Inspectors (ASHI)**, a copy of which is available for review. It will be conducted only on visible and readily accessible areas and components of the Building and is limited to the apparent condition existing at the date and time of the inspection only. Not all conditions may be apparent at the time of the inspection or on the date due to weather conditions, inoperable systems, inaccessibility, and the like. The Company is not responsible for the failure to discover latent defects or for problems which occur or become evident after the inspection time. Latent, concealed defects and deficiencies may exist and remain undiscovered are excluded this inspection. While the inspection reduces the risk of purchasing property, it does not eliminate such risk.. No invasive or destructive testing will be made. Equipment and systems will not be dismantled. Only random sampling for moisture will be conducted as to certain conditions. The moisture content of all walls, floors, ceilings, siding, and the like will not be tested. The inspection report will not address the presence of potentially harmful substances and environmental hazards, including but not limited to; radon gas, lead paint, asbestos, urea formaldehyde, carbon monoxide, mold or any other toxic or flammable chemicals. Also excluded from this inspection are well, septic systems, security systems, intercom systems, water treatment systems, and buried drainage or other underground storage systems. The Company does not inspect for the presence of rodents, termites, wood-boring insects, ants, birds, or other infestations nor do we test for the presents of mold-like substances or organisms.

It should be understood that this agreement nor the report should not be interpreted as:

- (a) **a guaranty, warranty of policy of insurance;**
- (b) **a wood-destroying organism report;**
- (c) **a survey, appraisal or flood plain certificate;**
- (d) **an environmental, mold, moisture, or engineering analysis;**
- (e) **a compliance inspection with respect to any code, standard or regulation;**
- (f) **an opinion regarding the condition of title, zoning, or compliance with restrictive covenants;**

The Company strongly encourages the Customer to seek additional advice and inspections for areas excluded from the scope of this inspection. The Company also recommends that the customer seek recommendations from the appropriate professionals regarding the forgoing, conditions revealed in the report.

Limitation and Liability

The parties agree that the Company assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future or for any property damage, consequential damage or bodily of any nature. The Company’s liability for mistakes/errors or omissions in the conduct of this inspection and its report is limited to the refund of the fee paid. This limitation of liability is binding upon the Customer, its heirs, successors, and assigns, and all other parties claiming by or through the Customer.

Initial _____

Insurance

Nothing in this agreement shall act as a representation that the Company has Errors and Omissions Insurance coverage.

Arbitration

The parties hereto agree that any controversy, dispute of claim between the parties relating to or arising out of the interpretation of this agreement or the inspection performed in accordance herewith shall be resolved by binding arbitration. The arbitration shall be held within the county and the state of which the inspection was performed in, when possible. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the professional home inspection industry. Any matter pertaining to this Agreement will be submitted in accordance with the applicable rules of the American Arbitration Association. The Judgment on any award may be entered in any courts having jurisdiction and arbitration decision shall be binding on all parties. Secondary or consequential damages are specifically excluded. All claims must be presented within one year from the date of inspection. The Company is not liable for any claim presented more than one year after the date of inspection. In the event the Customer commences therewith including, but not limited to, attorney’s fees and a reasonable fee to the employees of the Company to investigate, prepare for attend any proceeding or examination. Customer may not present or pursue any claim against the Company until (1) written notice of the defect or omission is provided to the Company and (2) the Company is provided access to and the opportunity to cure the defect.

Participation Encouraged

I have been encouraged to participate in the inspection and accept responsibility for incomplete information, should I not participate in the inspection. My participation shall be at my own risk for falls, injuries, property damage, etc.

The inspection fee is due and payable upon presentation of the Report and is based on a single visit to the Building. Additional fees may be charged for Subsequent visits required by the Customer or, if the inspector conducting the inspection is called upon to prepare for litigation, give testimony as a result of his inspection, or the like, such additional services are beyond the scope of this Agreement.

This is the entire agreement of the parties regarding these matters. Any modification or amendment to this Agreement must be in writing and signed by the affected party. In the event any portion of this Agreement is determined to be unenforceable, the remainder of it will continue in full force and effect.

This Agreement is binding upon and available to the heirs, successors and, to the extent permitted hereunder, the assigns of each of the parties.

<u>STANDARD INSPECTION</u>
The customer requests the standard visual inspection of the readily accessible areas of the structure. The inspection is limited to visual observation existing at the time of inspection. The customer agrees and understands that the maximum liability incurred by the Company for errors and omissions in the inspection shall be limited to the fee paid for the inspection. Nothing in this agreement shall act as a representation that Mossmann Inspections, LLC has Errors and Omissions Insurance coverage.
\$ _____ FEE _____
Date _____ Customer _____
Inspected by: Michael J Ossmann (Owner/President) Signed _____

<u>TECHICALLY EXHAUSTIVE INSPECTION</u>
The customer requests the technically exhaustive inspection. The company agrees to retain other specialists as necessary to prepare a technically exhaustive report within forty five day one days of the date of the receipt of this contract. This optional in-depth, intensive, and technically exhaustive inspection and report fee is: \$6.50 a square foot (under roof)
Initial _____ Customer declines technically exhaustive inspection.
\$ _____ date _____ Customer _____