



INSPECTION AGREEMENT

(Please read carefully)

2417 22nd Ave SE / Rochester, MN 55904
(507) 285-9212 / Email: tbberge@charter.net

This agreement is made and entered into by and between **HOME INSPECTIONS PLUS INC.**, known as “Inspector” or “Company”, and _____, referred as “Client”.

Inspector and Client agree to follow the outlined information as describe below in the “Inspection Agreement”

1. Client agrees to pay the sum of \$_____ for the services rendered. Client request a visual inspection of the primary structure located at:

_____,
including the attached or detached primary garage, storage facility, structure.

2. The findings of such inspection will be compiled in a report outline and delivered to the client in the applications describe: Email, and or document form (hard copy document delivered upon formal request). An electronic PDF file that is received, opened, and reviewed is considered to be an agreement of the client as the same as a sign agreement to the client if client using any part of the information contain within because client wasn't present at the time of inspection to physically sign agreement.

3. The Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. No other person(s) or organization may utilize the information contained in this report in accordance with the agreement. Shall a third party make claim against the Inspector or Company from the service performed as outlined in the agreement. The Client agrees to hold harmless inspector from any and all damages, legal fees, expenses assessed by such claim.

4. The Company agrees to perform a limited visual inspection of the structure at the above address and to provide Client with the results of the inspection and apparent general condition of the structure's components and systems, including identification of significant observable deficiencies as they exist at the time of inspection. The inspection will be performed in a manner consistent with the “Standards of Practice” of the “**National Association of Home Inspectors**” (referred as NAHI). A copy of the standards maybe reviewed at www.nahi.org or delivered upon request. If the state imposes a more stringent standards, then those standards shall define the standard of the duties and conditions, limitations and exclusions of the inspection.

5. The signing of the Inspection Agreement, by one of the parties listed on the purchase agreement or the parties to be listed on the deed after purchase, is considered to be the obligation of all parties' interest.

6. The parties agree the inspection and the inspection report do not constitute a guarantee, or warranty of merchantability of the structure, or the fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law.

7. All parties understand and agree that the inspector or company assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement is done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client further agrees that the Inspector and Company is liable only up to the cost of the inspection.

Client has read this entire agreement front and reverse side, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This agreement shall be construed and enforced in the accordance with the law of the **State of Minnesota**, and if the states laws or regulations are more stringent than the agreement, the state law or rule shall govern.

Signature: _____

Date _____ **Day** _____ **Time** _____

Current Address: _____

Buyer/Seller Present: _____

City/State/Zip: _____

Review ____ Yes ____ No ____

Email: _____

Phone(s) Home/Cell _____ Work _____

Agent present: Yes ____ No ____

Agents name/ Company _____

Inspector's Signature _____ Date _____

Inspection # _____

Client agrees to release to seller/Buyer/Realtors Yes ____ No ____

Payment rec'd ____ Billed ____ Date rec'd ____

SEE REVERSE SIDE FOR ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS

Additional Terms, Conditions, and Limitations

- 8. Systems, components, and conditions that are not in the scope of the building inspection but are not limited to environmental hazards such as; lead paint, asbestos, radon, mold, fungi, radon, formaldehyde, or any other related environmental hazards; pest intrusion or infestation. Fire alarms and prevention system, Security alarms and video systems, house hold appliances, humidifiers, wall, ceiling, floor & window treatments, exercise and recreational equipment or facilities; underground storage tanks, energy efficiency measurements, concealed or private secured systems ; water wells, heating system accessories; solar heating systems; heat exchangers; irrigation systems, water softeners; central vacuum systems, phone systems, dish, antenna & cable TV systems, intercom, central sound systems, lighting accessories, trees-plants wild or landscape. Codes, city-state-federal stature, ordinances, and manufacture specifications or recalls, Exterior simulated materials, stone, brick, and EFIS. Client(s) understand all references of conditions, items, are for information purpose only, and are exempted from the inspection and do not represent and inspection.

9. The inspection and report are performed and prepared for the sole and exclusive use and possession of the client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.
 10. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.
 11. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State law. Furthermore, any legal action must be brought within two (2) years from the date of the inspections, or will be deemed waived and forever barred.
 12. This inspection does not determine whether the property is insurable.
 13. Exclusions of systems normally inspected
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Definitions

- I. Apparent Conditions: Systems and components area rated as follows:

Appears Satisfactory or Satisfactory, Appears operational - Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear, and deterioration.

Marginal- Indicates the component will probably require repair or replacement anytime within five years.

Poor- Indicates the component will need repair or replacement now or in the very near future.

Major Concerns- A system or component that is considered significantly deficient or is unsafe.

Safety Hazard-Denotes a condition that is unsafe and in need of prompt attention.

- II. Installed system and components: structural components; exterior; interior roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.

- III. Readily accessible system and components: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.