

HOME INSPECTION AGREEMENT

This Agreement is made between Bakewell Home Inspections, LLC ("Inspector") and _____ ("Client") regarding a general home inspection on ___/___/201__ at _____ at _____ VA.

FEE: The Fee of \$ _____ is due, by cash, check or as agreed, upon completion of the inspection and delivery of the Preliminary Report.

THE REPORT: The total inspection report comprises:

- a. A verbal report & CD given onsite except as agreed for clients not present for the inspection.
- b. The final written/scanned/electronic report along with photos available for download on the company web site, or emailed, within 24 hours.
- c. Any supplemental/researched information provided within 48 hours by mail or email.

USE OF REPORT: This report is for the sole use of the Client and may be shared only with parties directly related to this real estate transaction and *specifically not to other potential buyers*. Inspector accepts no responsibility for this report in the event of unauthorized distribution.

SCOPE OF THE INSPECTION: The Inspector will perform a *limited visual* inspection of the *apparent* condition of the *readily accessible* installed systems and components of the building *existing at the time of the inspection*. The inspection is designed to identify material defects in the systems, structures, and components of the building as they exist at the time of the inspection. A material defect is a condition that significantly affects the value, desirability, habitability or safety of the building. All visible and accessible standard components of the building will be inspected except as limited later in this agreement.

OUTSIDE THE SCOPE OF THE INSPECTION: What cannot be seen without moving household items, dismantling, or damaging property cannot be inspected. The Inspector is a generalist and is NOT acting as a licensed engineer or expert in any trade or craft. The inspection is NOT intended to be technically exhaustive and is:

- a. Not a home warranty, guarantee, appraisal, or insurance policy of any kind.
- b. Not a substitute for any legally required disclosures.
- c. Not a building code, standard or regulatory compliance inspection.
- d. Not a check of the strength, adequacy, effectiveness, or efficiency of any system, component, or structure, nor a life expectancy / future performance report on any item.
- e. Not a geological, soils condition or engineering report.
- f. Not a wood destroying organism report.
- g. Not an asbestos, environmental, formaldehyde, insect, lead, moisture, mold, radon, water, or air quality analysis.

Items and systems NOT included in the inspection are:

Alternative sewer systems, antennas, buried fuel tanks, central vacuum, cosmetic items, detached buildings (unless agreed to), drain fields, exterior insulated finishing systems (EIFS), electronic air filters, elevators, exercise pools, fences, fire suppression systems, freestanding appliances (including clothes washers /dryers & refrigeration), furnace heat exchangers, gas logs, hot water recirculating pumps /

systems, hot tubs, humidifiers, lightening arrestors, low voltage lighting, personal property, playground equipment, radon mitigation systems, saunas, security systems, septic tanks, sewage pump alarm systems, solar systems, space heaters, sprinkler systems, structured wiring (telephone, cable, internet, intercom) swimming pools, tankless heaters, thermostat accuracy, underground utilities, water conditioners & filters, wells / springs, any items shut down / inoperable / not permanently installed or readily accessible, and identifying recalled items.

STANDARDS OF PRACTICE: The Inspection will be performed in compliance with the National Association of Certified Home Inspectors Standards of Practice, a copy of which is included in the Report and can also be downloaded from the company web site. *Additional limitations and exclusions can be found in these standards.*

DISPUTES: Should any disputes arise from this inspection, Client agrees to notify Inspector immediately. Every attempt will be made to come to a verbal resolution, which may involve a re-inspection or consultation with other knowledgeable persons. Otherwise Client and Inspector agree to binding arbitration by a mutually agreeable arbitrator familiar with the home inspection industry, *whose fee will be split equally*. If, despite everyone's best efforts at resolution it should proceed to the courts, *the prevailing party shall be awarded and reimbursed for all legal fees.*

THE INSPECTOR IS NOT LIABLE FOR ANY CLAIM PRESENTED MORE THAN ONE YEAR AFTER THE DATE OF INSPECTION.

SEVERABILITY: Should a court find any part of this agreement disagreeable the remaining provisions remain in full force and effect.

BINDING ON OTHER PARTIES: This agreement is binding on anyone connected with this transaction, including spouses, children and heirs, whether or not they are a signatory.

LIMITATION ON LIABILITY: **Inspector's liability for mistakes and omissions in this inspection is limited to a refund of the fee paid for this inspection and report.**

General Home Inspection Fee \$ _____
Fee \$ _____
Total Inspection Fee \$ _____
REPORT # _____ PAID (ck #) _____

By signing below Inspector and Client acknowledge, understand and agree to all of these provisions and agree to READ THE ENTIRE REPORT.

Client _____ Date _____

Current Address _____

(Agent, on behalf of Client _____ Date) _____ Telephone Number _____

Jeff Bakewell, Owner, Inspector _____ Date _____
Virginia Commonwealth Certification # 3380 00290 Expires Feb. 29, 2012

BAKEWELL HOME INSPECTIONS, LLC
58 Brookshire Drive, Warrenton, VA 20186
540-347-2355 ♦ bakewell.inspections@gmail.com
www.Virginia-HomeInspections.com

Per the Virginia Board for Asbestos, Lead, and Home Inspectors regulations (18 VAC 15-40-120) the following exclusions are in addition (OR are a reiteration) to the basic agreement on the reverse:

The following categories are NOT covered by the home inspection:

- a. The condition of systems or components that are not readily accessible.
- b. The remaining life of any system or component.
- c. The strength, adequacy, effectiveness, or efficiency of any system or component.
- d. The causes of any condition or deficiency.
- e. The methods, materials, or costs of corrections.
- f. Future conditions including, but not limited to, failure of systems and components.
- g. The suitability of the property for any specialized use.
- h. Compliance with regulatory requirements (codes, regulations, laws, ordinances, etc.).
- i. The market value of the property or its marketability.
- j. The advisability of the purchase of the property.
- k. The presence of diseases harmful to humans or potentially hazardous plants or animals including, but not limited to, wood destroying organisms.
- l. The presence of any environmental hazards including, but not limited to, toxins, carcinogens, noise, and contaminants in soil, water, *(and air, radon, mold, lead or asbestos)* *(Proposed changes to regulations.)*
- m. The effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances.
- n. The operating costs of systems or components.
- o. The acoustical properties of any system or component.
- p. *The inspection of outbuildings. (Proposed changes to regulations.)*
- q. *The common elements of condominiums or townhomes and any area / building / system maintained by an Association of Homeowners or other company. (Proposed changes to regulations.)*

Client's Initials acknowledging above _____