440-668-7189

Click to complete online acceptance of this Residential Inspection Agreement

R House Inspections, LLC
9635 Barr Rd.
Brecksville, OH 44141

ASHI MEMBER

RESIDENTIAL INSPECTION AGREEMENT

Client: _____ Phone: _____

Current Address: _____ City: _____ State: _____ Zip: _____

Email Address: _____

Property To Be Inspected: _____

INSPECTION TYPE AND OPTIONAL SUPPLEMENTAL SERVICES

❑ **Standard ASHI® Residential Inspection**	$ _____			❑ WDIR	$ _____
❑ Multiple Units# _____	$ _____	❑ Water Quality	$ _____	❑ Well/Pump	$ _____
❑ Septic System	$ _____	❑ Swimming Pool	$ _____	❑ Sauna/Hot Tub/Spa	$ _____
❑ Gas Service	$ _____	❑ Mold	$ _____	❑ E.I.F.S. Testing	$ _____
❑ Carbon Monoxide	$ _____	❑ Asbestos	$ _____	❑ Lead Base Paint	$ _____
❑ Radon	$ _____	❑ Other	$ _____	❑ Other	$ _____

Total Inspection Fees $ _____

Payment By: Cash ❑ Check # _____ **Credit Card #** _____ **Exp.** ____ / _____

Scope of Standard Inspection. This inspection is limited in scope. It does not cover all components, units, or features of the structure. **Your inspector is a home inspection "generalist" and is not acting as a "specialist," licensed engineer, or expert in any specific trade or craft. The inspection is not technically exhaustive and is not a substitute for obtaining specialized evaluation of any particular component, unit, or feature of the struture, nor is it a home warranty, guarantee, insurance policy, or substitute for a statutory property disclosure form. It is a visual inspection based on the readily accessible areas of the structure. The scope of the inspection is limited to the written findings contained on the inspection report and no other opinions are made, express or implied. The inspection will be performed in accordance with the prevailing *Standard of Practice and Code of Ethics* of the American Society of Home Inspectors, Inc. (ASHI), the requirements of which are expressly incorporated into this Agreement and are categorized into the following areas:**

- Structural System
- Exterior
- Roof System
- Plumbing System
- Electrical System
- Heating System
- Insulation and Ventilation
- Fireplace and Solid Fuel Appliances
- Air Conditioning System
- Interior
- General Limitations and Exclusions

A copy of the prevailing ASHI *Standards of Practice* are readily available upon request at any time. In the event that client selects supplemental inspection services as offered above, such information will be provided on a written report to client and is incorporated herein.

Excluded Items. In addition to all other exclusions contained in the ASHI® *Standards of Practice,* and the Inspector's inspection report herein, client agrees that the following items are excluded from the scope of inspection unless specifically noted as an optional supplemental service above: swimming pools, hot tubs, saunas, fountains, playground equipment, appliances, underground water and drainage systems, electric fences, lawn systems, water conditioners, **termite or other insect infestation or damage,** security systems, energy savings devices, seasonal equipment, outdoor grills, cosmetic items, **radon gas**, asbestos, lead, carbon monoxide, urea formaldehyde, undergound storage tanks and septic systems, geological soil conditions or contamination, visible, hidden or airborne **mold**, detached structures, EMF's and all other environmental hazardous or toxic pollutants.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LIMITATION OF LIABILITY AND ARBITRATION PROVISIONS.

By their signatures below, and in consideration of the promises herein, inspection company and client on behalf of himself or herself and all spouses, agents and assigns, agrees to be bound by the terms and conditions contained in this Agreement.

Client _____ **Date** _____

For Inspection Company: _____ **Date** _____

TERMS AND CONDITIONS

LIMITATION OF LIABILITY. The liability of inspector for any claim, demand, or cause of action, whether in contract, tort, statutory or other basis, is expressly limited. Such liability in the aggregate shall not under any circumstance exceed either (1) the price paid by client for the inspection, or (2) one thousand dollars, whichever is greater, and is expressly subject to client's full compliance with each provision contained herein. In the event that client desires to obtain increased liability coverage, client may do so by offering for acceptance to inspector a payment of ten percent of the desired increase.

SEVERABILITY. In the event that any provision, term or condition contained in this Agreement is declared to be invalid, such declaration shall not affect the validity of any other provision, term or condition, all of which are severable and survive the closing.

CONFIDENTIALITY & NON-ASSIGNABILITY. The inspection report contemplated herein is prepared for the sole, exclusive, and confidential use of client. Any distribution to third parties is not authorized by Inspector and shall be done at client's sole risk and liability. Client agrees to indemnify and hold harmless inspector for any claim advanced by any third party as a result of the distribution of the inspection report. Under no circumstance whatsoever shall any person other than client rely on any information contained in the report, nor is any such person a third party beneficiary of client herein.

DISCLAIMERS. The liability of inspector under this Agreement will be terminated if client breaches any term or condition herein, or prevents inspector from fulfilling its responsibilities under this Agreement. INSPECTOR DISCLAIMS AND IS NOT RESPOSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL DAMAGES, INCLUDING LOST RENT OR PERSONAL INJURY. INSPECTOR MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OTHER THAN THE INFORMATION CONTAINED IN THE INSPECTION REPORT

ANTI SUBORDINATION. Client agrees that no claim whatsoever may be asserted by its insurance company, nor will client provide any insurance company with rights to subrogate under any circumstance whatsoever. Client agrees that it will not assign or transfer any rights hereunder.

NOTICE OF CLAIMS. Any claim made to inspector shall be made in writing to inspector's last known business address within three days of discovery. Client agrees that it will undertake no remedial action until such time as inspector has been afforded the opportunity to inspect the alleged defect. Failure to do so shall operate as a full and complete bar and waiver of any and all claims client may have.

PERIOD OF LIMITATIONS. Under no circumstance whatsoever shall client be entitled to make any claim or demand of any kind after the expiration of thirty (30) days after the date of the inspection, in recognition that the inspection reflects the inspector's observations on the date of inspection only, and is not a warranty or otherwise as to future conditions.

ACCESS TO PROPERTY. Client agrees to grant inspector access to the property to evaluate any notice of claim hereunder. Failure to permit inspector such access will terminate and waive client's rights hereunder.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. To the extent there are any other representations or statements, they are integrated herein and shall not be binding on the parties

ARBITRATION. The parties agree that any and all disputes or controversies that could arise between them or involving the inspection or the property shall be determined exclusively by arbitration, which shall be mandatory, binding, and exclusive. Neither party may sue the other, except to invoke or enforce the arbitration proceedings. Arbitration shall be conducted by the American Arbitration Association, and one arbitrator shall be an individual experienced in home inspections, with credentials, recognized by one of the national home inspection trade associations. The sole issue to be presented in such proceedings is whether inspector's inspection was performed in a manner consistent with the *Standards of Practice and Code of Ethics* of the American Society of Home Inspectors, Inc. If the inspection was so performed, the arbitator(s) shall enter judgment in favor of inspector. All costs, including reasonable attorneys fees, shall be awarded in favor of the prevailing party.

FRAUD WAIVER AND RELEASE. In any situation where client institutes legal proceedings against the seller for any misrepresentation or fraud in connection with the purchase and sale of the Property as defined herein, inspector shall be released of liability and all rights thereto waived in their entirety.

GOVERNING LAW. This Agreement shall be interpreted under the laws of Ohio. Venue shall lie in the county where inspector's principal place of business is located.

MISCELLANEOUS. This Agreement shall terminate automatically in the event of non payment by client on or before the date of the inspection.