

TEK Inspections LLC Professional Property Inspections

P.O. Box 33368, Reno NV 89533 775.746.4990

CONFIDENTIAL PROPERTY INSPECTION CONTRACT

THIS IS A BINDING CONTRACT. It is understood that the client is retaining this inspector to perform a home inspection pursuant to the Standards of Practice of the American Society of Home Inspectors and applicable state laws and regulations. The Standards of Practice are available on line through <http://www.ashi.org> .

1. **This “Inspection Report” is confidential and the sole possession of the client.** All warranties or representations are made and limited to “client” only and cannot be used, relied upon or considered by anyone else without the expressed written permission of the client. The client agrees that if by tendering a copy of the buyer’s home inspection report to persons other than the buyer and as a result of same litigation ensues against the home inspector, the buyer will indemnify and defend the home inspector.

2. **CLIENT INFORMATION:**

Prepared for client(s): Name _____

Client’s address: Address _____

City _____ State _____ Zip _____

Present at Inspection: Name _____

PROPERTY INFORMATION:

Inspection location: Address _____

Inspection City/State/Zip City _____ State _____ Zip _____

3. **SCOPE OF THE GENERAL INSPECTION:** Client understands that this home inspection is a “**non-invasive limited visible inspection/physical examination**” of the home as it appeared on the day of this inspection. No representation is made as to any condition that may change from the date of the inspection to the close of escrow. It is acknowledged and understood that the inspector is not to operate or engage any utilities not turned on at the home on the day of the inspection. It is further understood that the inspection is performed to identify material defects in the systems, structures, and components of the above-referenced home and its associated primary structure. A material defect is a condition that significantly affects the value, desirability, habitability or safety of the building. Style or aesthetics shall not be considered in determining whether a specific system, structure, or component is defective.

LIMITATIONS, EXCEPTIONS AND EXCLUSIONS: There are limitations, exceptions and exclusions contained within the “Standards of Practice” for the inspection of this home. These limitations, exceptions and exclusions may include any system, structure, or component of the building which is inaccessible, concealed from view, or cannot be inspected due to circumstances beyond the control of inspector, pose a hazard to the inspector or which the client has agreed is not to be inspected. The following are excluded from the scope of this real estate inspection unless specifically agreed in writing and otherwise between inspector and client for an additional fee which shall also be set forth in writing:

- A. Formulating an opinion as to compliance with manufacturer’s specifications and/or installation guidelines, manufacturers’ specifications, building codes, ordinances, regulations, covenants or any and all restrictions running with the land;
- B. Obtaining, reviewing or formulating an opinion as to permits, governmental limitations, Building & Safety (documents, conditions, or “controlled area), districts specially designated for its geological properties (examples include but are not limited to flood control, gas-methane district, etc.), contractors plans, legal or real estate documents/limitations, etc.;
- C. Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying geological or regionally specified zones or soils-related examinations;
- D. Examination of conditions related to animals, rodents, insects, wood-destroying insects, organisms, mold (or associated thereto), fungus, and mildew, water intrusion (or its origin), toxic substances (lead, asbestos, etc.), environmental hazards/conditions, floods or damage resulting there from.
- E. Adequacy, efficiency, durability, or remaining useful life, costs to repair, replace or operate, fair market value, marketability, quality, or advisability of purchase of the property or any component therein;
- F. Dismantling of any system, structure, or component, or perform any intrusive or destructive examination, test or analysis;
- G. Examining or evaluating fire-resistive qualities of any system, structure, component of the building or security systems/protection.
- H. Systems, structures, or components, of the building which may or may not be permanently installed, including security bars, locks, security devices, alarms, or related security devices, including security bars, etc.

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- I. Systems, structures, or components not specifically identified in the written inspection report;
- J. Common areas, or systems, structures, or components thereof, including, but not limited to, those of a common interest development.
- K. Examining or evaluating the acoustical or other nuisance characteristics of any system, structure, or component of a building, complex, adjoining properties, or neighborhood;
- L. Operating or evaluating low voltage electrical, antennas, security systems, cable or satellite television, telephone, remote controls similar non-primary electrical power devices, components, or systems.
- M. Fountains and water systems of all designs and structure are not included in this inspection.
- N. Your home inspector has not been retained to and will not determine property lines, boundaries, fences, hedges, walls, and other natural or constructed barriers for their "accuracy or correctness. If the client should have any concerns as to "property boundaries" a licensed surveyor should be retained by the client to investigate this issue.

EXHAUSTIVE INSPECTION: The client has the option of an exhaustive inspection of the property. This exhaustive inspection covers all issues relating to the property excluded by the general inspection. For instance a thorough investigation of the home includes permits, construction, analysis of all systems with demonstrative testing by use of outside experts that may include experts from all specialized trades (including but not limited to electrical, construction, plumbing, soils, geological, building and safety; oil and gas; architectures, HVAC etc.). All additional expert examinations are in addition to the cost of this inspector. The cost to the client for the inspector (alone) for an exhaustive inspection is \$250.00 per hour. It is generally our experience that this "**exhaustive inspection**" even in the most straight forward properties without the additional expenses of other experts costs starting at \$5,000 or higher depending on the size of the home, appurtenances thereto and other related issues. Signing this agreement client understands they are waiving an exhaustive inspection request.

RECITALS

Unless otherwise stated it is understood that this home inspector is to perform a general home inspection as a generalist. The inspection report may contain recommendations for further evaluation by a specialist in a particular trade. If a recommendation is made by the inspector to a specialist the client understands that it is the responsibility of the client to contact, retain at their own expense and understand the findings of said experts before the close of escrow. Upon the tendering of the home inspection report the home inspector is no longer following the progress or closure of this property. This applies to a general inspection only.

REAL ESTATE DISCLOSURE: This report is not a substitute for the disclosures (seller and agents) as required by this "State", nor is it a substitute for the real estate disclosure statement. Please consult with your professional Realtor as to any questions you may have on any real estate document. The understanding or implications of what may or may not be contained in a real estate document is outside the scope of this inspection agreement.

CONFIDENTIALITY: This real estate inspection report is **confidential**. By signing this contract you are authorizing the inspection company to release this **confidential** report to the Realtors associated with this transaction. The client hereby agrees in authorizing the tender of this report to the Realtor said client will indemnify, defend and hold harmless the inspector from any action or cause of action that may be brought against said inspector due to the tender of this report to persons other than the client.

SEVERABILITY: Should any provision of this contract be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect, unimpaired by the court's holding.

ARBITRATION: Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. and to use the "Standards of Practice" of the American Society of Home Inspectors as the standard of evaluating the claim. Arbitration will occur at the property by a qualified arbitrator, who has at least 5 years experience as a building inspector. The Requirements for submitting and limitations on claims to arbitration are as follows. In the event that the client feels that there has been a misrepresentation of the property or its components by the Company, the client agrees to notify the Company in writing within 10 days following this discovery, and to allow the Inspection Company 30 days to re-examine these conditions. Client further agrees that Client or Client's agents, employees or independent contractors will make no alterations, repairs or replacements to the claimed discrepancy prior to a reinspection by the company. Client agrees to hold the company harmless for any and all claims relating to conditions that are altered or repaired without said notice or inspection. Failure to do so will void any further responsibility of the Company. The decision of the arbitrator appointed there under shall be final and binding and judgment on the award may be entered in any Court of competent jurisdiction. Except as provided above for arbitration of disputes, if

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a claim is made against the Company, for any alleged error, omission, or other act arising out of the performance of this inspection, and the Customer fails to prove such claim, Customer agrees to pay all costs, attorneys fees, arbitrator’s fees, and legal expenses incurred by the Company, and its employees, agents, inspectors, directors, shareholders, successors and assigns in the defense of the claim. I understand I am giving up my right to a jury trial.

RIGHT TO SUE CLAUSE: As a material condition to the terms and conditions of this contract it is acknowledged that the price of this inspection is conditioned on this clause. It is mutually agreed and for good consideration that before any action can be brought by a plaintiff against the home inspector for damages the plaintiff must resolve all contractual/damage issues with the seller of the property, as a condition precedent to this agreement.

APPLICATION OF LAW: The parties hereto shall be entitled to all discovery rights and legal motions as provided in the Code of Civil Procedure for the “State” where the inspection was made. The arbitrator shall follow the law of that “State” for all issues submitted in the arbitration proceeding. The award of the arbitrator shall be final, and a judgment may be entered on it by any court having jurisdiction.

GENERAL PROVISIONS: This inspection contract and report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. The real estate inspection and inspection report are not a substitute disclosure for real estate transactions which may be required by law.

PRESUMPTION: If no legal action or proceeding of any kind, including those sounding in tort or contract, are commenced against inspector/inspection company within one (1) year after the date of the subject inspection it is presumed that no act of negligence or in breach of contract has arisen. Time is expressly of the essence herein. This time period may be shorter than otherwise provided by law in the state where the property was inspected. This agreement shall be binding upon and insure to the benefit of the parties hereto and their heirs, successors and assigns.

FULL AND COMPLETE AGREEMENT: This agreement constitutes the entire integrated agreement and must be modified in writing signed by the parties to modify the above. This contract contains a binding arbitration provision which may be enforced by the parties. Client has read and understands all of the terms, conditions and limitations of this contract and voluntarily agrees to be bound thereby and agrees to pay the fee listed below.

Base Fee: \$ _____
Other Fees: \$ _____
Total Due: \$ _____

Paid Via: Cash / Check / Credit Card / Billed to Escrow

We do allow billing of your inspection fee to your escrow account but we do require a credit card (Visa/MC) be kept on file. Your signature below states you agree to the escrow billing provision. The provision states that you understand that if your escrow does not close within 30 days of the date signed below, or if escrow is cancelled, your inspection fee will be charged to the provided credit card.

Escrow Company: _____ Escrow Officer: _____ Escrow Number: _____

CreditCard Number: (Visa/MC) _____ Exp Date: _____ CVC Code: _____

I, the client, acknowledge and I have read, understand, and agree to all of the terms, conditions and limitations of this agreement and agree to pay the fee listed above.

Client: _____ Date: _____
(One signature binds spouses, ET. Als. Etc.)

Company Representative: _____ Date: _____