



Inspection Agreement

This is an INSPECTION AGREEMENT between (Client) _____ and
 5280 HOME INSPECTIONS, INC. which has been hired to inspect and report on a property located
 at _____ for a fee of \$ _____

Client's Realtor _____ Company _____

THIS AGREEMENT made this _____ day of _____, _____.

The Parties Understand and Agree as follows:

The Client hereby authorizes 5280 Home Inspections to perform an inspection of the property stated above in accordance with the terms and conditions of this Inspection Agreement, and agrees to pay 5280 Home Inspections the fee listed above. Client's signature below acknowledges he/she has read, understands and agrees to be bound by the terms and conditions below.

1. 5280 Home Inspections shall perform an Inspection for the Client in accordance with the Standards of Practice of the National Association of Certified Home Inspectors (NACHI). The **PURPOSE** of the inspection is to identify and disclose visually observable major deficiencies of the inspected systems and items at the end of the inspection only. **Completed and readily accessible components of the Structural, Roofing, Exterior, Electrical, Heating, Cooling, Insulation/Ventilation, Plumbing and Interior systems will be inspected.**
2. The Client shall receive a LIMITED VISUAL INSPECTION on the Subject Property in accordance with this Inspection Agreement and the attached Inspection Scope and Limitations.
3. The inspection is not technically exhaustive and it is NOT A GUARANTEE OR WARRANTY, expressed or implied, regarding the conditions of the property, items, or systems inspected and it should not be relied on as such. The Inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components, or the contents therein. 5280 Home Inspections is neither a guarantor nor insurer.
4. The Inspection IS NOT A DETAILED ENGINEERING EVALUATION AND DOES NOT ADDRESS CODE/REGULATION COMPLIANCE AND/OR THE POSSIBLE PRESENCE OF OR DANGER FROM TOXIC OR DANGEROUS SUBSTANCES. A list of excluded items is described in the attached Inspection Scope and Limitations. The Client is **urged to contact a competent specialist if information, identification, or testing of the above is desired.**
5. The Inspection is conducted at the property. The physical on-site inspection of the property is a valuable time of exchange of information between the Inspector and the Client. Any particular concern of the Client should be brought to the attention of the Inspector before or during the inspection. The Inspection Report will not substitute for the Client's personal presence during the Inspection.
6. The inspection and report are performed and prepared for the sole use of the CLIENT. The CLIENT or REPRESENTATIVE'S signature below gives the INSPECTOR permission to discuss observations and share a copy of the report with the CLIENT'S real estate agent. 5280 Home Inspections accepts no responsibility or liability for use or misinterpretation by third parties.

My signature below acknowledges I have read, understood, and accept the terms, conditions, and limitations as outline in this INSPECTION AGREEMENT and the INSPECTION SCOPE and LIMITATIONS.

THE ABOVE IS UNDERSTOOD AND AGREED TO, AND CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS INSPECTION AGREEMENT.

 5280 HOME INSPECTIONS INSPECTOR'S SIGNATURE

 CLIENT OR RESPESENTATIVE'S SIGNATURE

Date of Creation _____

Inspection Report Delivery Method: Fax _____ Email _____ US Mail _____

Email: _____

Email: _____



Inspection Scope and Limitations

SCOPE: Inspection is limited to the visual examination of the safely and readily accessible systems and components for conditions which are adversely affecting their normally intended function or operation within limits set forth in the Contract and Inspection Report. No other systems, items or appliances are included in the inspection. Inspection is not a substitute for seller's disclosure statement.

EXCLUSIONS: Excluded are any systems or items not included in the Inspection Report, including but not limited to the following: manufacturers' recalls of any component, detached buildings or equipment, the presence of insects or other pests, low-voltage systems, swimming pools, saunas, whirlpool and hot tub systems, electrostatic precipitators or electronic air cleaners or filters, septic systems, any underground component or system, private water systems or equipment, wells and well pumps, cisterns, ponds, fountains, irrigation/sprinkler systems, water quality or volume, water conditioning systems, elevators, lifts, dumbwaiters, auto/video systems, home entertainment systems, central vacuum systems, security systems, cable TV, satellite TV, telephones, intercom, stereo equipment, household appliances, window coverings, fencing, landscaping, solar heating systems, soils, detection or testing of any toxic or dangerous substances including asbestos, lead, lead-based paint, mold, or gases including radon and urea formaldehyde (other than gases normally used as fuel for home heating systems).

LIMITATIONS: No engineering tests, evaluations, or calculations will be made. No examination will be made to determine compliance with any governmental ordinance, regulation or code. The Inspection Report is not to be considered an implied or express warranty or insurance on the Subject Property or its components concerning future use, operability, habitability, or suitability. The purpose of the Inspection is for the Client to be informed of as many conditions as possible within the brief period of time allotted for the inspector. The Client has no expectation of being notified of all conditions, and waives any claim to conditions that are not reported. 5280 Home Inspections is not responsible for any condition affecting any system or component which occurs subsequent to the inspection or is intermittent and not detectable during the inspection. The Inspection will comply with the Standards of Practice of the National Association of Certified Home Inspectors (NACHI) where conditions permit unless otherwise noted.

LIMITED WARRANTY: Client acknowledges that 5280 Home Inspections warrants its service to be performed in accordance with the Inspection Agreement, the Inspection Scope and Limitations, and the Standards of Practice of NACHI only. This is a limited and nontransferable warranty and the only warranty given by 5280 Home Inspections. 5280 Home Inspections makes and Client receives no other warranty, express, or implied.

RIGHT OF RE-INSPECTION: In the event Client has a claim of a breach or failure of warranty, or for a negligent inspection, Client shall provide 5280 Home Inspections with (3) working days to re-inspect the component or item before Client repairs or replaces the component or item. If Client fails to allow 5280 Home Inspections to re-inspect, Client waves any claim against 5280 Home Inspections with respect to the component or item.

ARBITRATION OF DISPUTES: If any dispute arises regarding this Contract, the Inspection, or the Inspection Report, all parties agree in good faith to settle such disputes between themselves. If such attempts fail, any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability 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 rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.

TIME LIMITATIONS: No Contract or tort actions shall be brought against 5280 Home Inspections in arbitration or a court of law beyond 90 days of inspection date.

INSPECTION REPORT: The Inspection Report is the property of 5280 Home Inspections and shall not be used or transferred to any other person or company without the written consent of 5280 Home Inspections. No third party shall have any right arising from this Contract or the Inspection Report. In consideration of the furnishing of the Inspection Report, and subject to all terms and limitations of this Contract, the Client agrees to indemnify and hold harmless 5280 Home Inspections and its Inspectors for all costs, expenses, legal fees, awards, settlements and judgements in any legal proceeding brought by any third party who claims that he/she relied on representations made in such Inspection Report and was damaged thereby. Client's request that 5280 Home Inspections release copies of the Inspection Report shall be at Client's risk with respect to the contents of the paragraph.

Client or Representative's Signature

Date: _____