

ACT Home Inspection Services

Residential Home Inspection Agreement

The address of the Property is: _____
Fee for Inspection: \$ _____

Deposit Paid toward Inspection: \$ -0-

THIS AGREEMENT is made on the ____ day of _____, 2006, by

and between ACT Home Services, LLC, (herein after referred to as "Inspector") and

_____ (herein after referred to as "Client(s)"),

collectively hereinafter referred to as the "Parties." The Parties understand and

voluntarily Agree as follows:

1. Inspector shall conduct a visual inspection of the Property only. Such inspection shall be performed in accordance with standards normally accepted and utilized for home inspection within the State of Idaho. Client(s) specifically acknowledge that Inspector's services are not a Building Code Inspection, title examination, nor a by-law compliance inspection.

2. The Inspector does not offer an opinion as to: (a) whether or not Client should purchase the Property; (b) the market value of the Property; and (c) potential and/or restricted uses of the Property.

3. The Inspection Fee paid by Client(s) only entitles Client(s) to a single visit to the Property by Inspector. Re-inspection, if any, by Inspector shall result in additional charges to Client(s), with fees starting at \$75.00. If the Inspector is called upon to prepare for litigation or provide testimony in any legal or administrative action, additional fees shall be charged at the Inspector's currently hourly rate of \$125.00, for any time spent, including but not limited to, research, consultation, additional inspection time, preparation of reports, travel, time spent waiting to testify, and court appearances.

4. In exchange for payment of the Inspection Fee, Client(s) is entitled to receive an e-mailed and/or printed report of the Inspector's observations of the accessible features of the Property. Subject to the terms and conditions stated herein, the inspection includes the visual examination of the home's exterior including roof and chimney, structure, electrical, heating and cooling systems, insulation, visible plumbing, and the interior of the Property including floors, walls, ceilings and windows. Additionally, the Inspector will functionally operate major built in appliances. Conditions beyond the scope of the Inspection will not be identified. No engineering services are offered.

5. The Inspection Report is based upon the condition of the Property existing and apparent as of the time of the Inspection. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility of areas of the Property, etc. No Inspection will be conducted of any area of the Property, or its sub-systems, which requires dismantling or disassembly. During the course of the Inspection, Inspector may make inferences which may or may not be confirmable via visual inspection. Therefore, the inspection and subsequent Inspection Report may help identify areas of risk or concern relating to the normal functioning of the Property or its sub-systems; however, such Inspection and subsequent re-Inspection does not eliminate such risk, nor does the Inspector provide any warranty. **THE IMPLIED WARRANTY OF WORKMANLIKE REPAIR OR PERFORMANCE IS EXPLICITLY DISCLAIMED.**

6. **SCOPE OF INSPECTION REPORT:** While some less important deficiencies may be addressed in the Inspection Report, an all-inclusive list of minor building flaws will not be provided. Inspector shall not be responsible for the non-discovery of any patent or latent defects in materials, workmanship, or other conditions of the Property, or any other problems that may occur or may become evident after the date and time of the Inspection. Inspector is neither an insurer nor guarantor against defects in the building and improvements of the Property. Inspector makes no warranty, either express or implied, as to the fitness for use or condition of the systems or components inspected. Inspector shall not assume nor be responsible for the cost of repairing or replacing any unreported defects or conditions. The Inspector shall not be responsible or liable for any future failures or repairs of any component or sub-system inspected.

7. Inspector and/or its employees and duly appointed agents are limited in liability to the fee paid for the inspection services and report in the event that Client, or any third person, asserts or claims that Inspector is any way liable for negligently performing the inspection or in preparing the Inspection report, or for any other reason assert that Inspector has not fully satisfied all its obligations hereunder. Client hereby agrees to indemnify, defend and hold harmless Inspector and/or its employees and agents relating to the Inspection of the Property, or the Inspection Report.

8. Inspections shall be conducted in accordance with the current Standards of Practice of the National Association of Certified Home Inspectors, are visual, and should not to be considered technically exhaustive. The following items are specifically excluded from any Inspection completed by ACT Home Services, LLC: water softening systems, security systems, telephone and cable TV cables and connection ports, timing systems, swimming pools and spas, underground or concealed pipe, sewer lines, septic and well systems, irrigation and sprinkler systems, electrical lines and circuits, central vacuum systems, central air conditioning when the outside temperature is below 65 degrees Fahrenheit, and any other condition, item, system or component which by the nature of their location are concealed or otherwise difficult to inspect or which the Inspector cannot visually examine. Excluded is the assurance of a dry basement or crawl space; also expressly excluded is the assurance that double and triple pane glazing seals

in windows of the Property are intact. Inspector shall not dismantle any component or system: full evaluation of the integrity of a heat exchanger requires dismantling of the furnace and is beyond the scope of service provided by Inspector. Inspector shall not conduct any geological tests and will not enter or inspect inaccessible, concealed or dangerous areas of the Property. Inspector shall not conduct any Inspection for environmental concerns such as hazardous substances or gasses, including but not limited to radon gas, asbestos, and/or formaldehyde. Further, the Inspector shall not test the Property for pests such as wood destroying organisms, insects or rodents, or for any type of fungus or mold. Finally, Inspector will examine a representative sample of components that are identical and numerous, such as electrical outlets, bricks, shingles, windows, etc., and will not examine every single one of these identical items, therefore, some potentially detectable deficiencies may go undetected.

9. The inspection conducted by Inspector specifically excludes defects such as cracking, surface discolorations, or landslides resulting from hidden defects, including but not limited to water leaks, land subsidence, or other geological problem. The Inspection also excludes mere cosmetic features, including but not limited to, paint, wall coverings, carpeting, floorings, paneling, lawn, shrubs or other interior or exterior ornamental features of the Property.

10. **DISPUTE RESOLUTION:** Any controversy or claim between the Parties directly related to the Inspection or Inspection Report, the scope of the services rendered by Inspector, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the Inspector hereunder, shall be submitted to arbitration in accordance with the applicable rules of the American Arbitration Association. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the professional home inspection industry. Judgment on any award may be entered in a court having competent jurisdiction, and the arbitration decision shall be binding on all parties. Secondary or consequential damages are specifically excluded in any arbitration proceeding. **CLIENT HEREBY ACKNOWLEDGES THIS PROVISION OF THE AGREEMENT . _____**

11. In the event that any dispute arises out of the Inspection or Inspection Report, and proceedings, whether legal and/or administrative, are commenced by either Party, the party determined to be the “prevailing party” pursuant to Idaho law, shall be entitled to an award attorney’s fees and/or costs incurred either prosecuting or defending this action. This Agreement shall be governed by the laws of the State of Idaho.

12. **LIMITATION ON CLAIMS:** Any claims asserted by Client(s) must be presented within sixty (60) days from the date of the Inspection; Inspector shall have not liability for any claims presented after sixty (60) days from the date the Inspection was completed.

13. Client(s) hereby covenant to Inspector the absolute right to examine the subject matter and area of any claim and offer a resolution prior to Client’s performance of any remedial measures (except in the event of an emergency, protection of personal safety, or

to reduce or avoid damage to real or personal property). This requirement is a condition precedent to any claim asserted by Client(s).

14. This Agreement and the documents referred to herein constitute the entire Agreement between the parties hereto, and supersede any and all prior representations, discussions, or agreements, whether written or oral. No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by all parties hereto. If any provision of this Agreement is held to be invalid or unenforceable, by any court or final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on all the parties.

THE INSPECTION REPORT DOES NOT CONSTITUTE A WARRANTY, GUARANTEE OR INSURANCE POLICY OF ANY KIND. THERE ARE NO WARRANTIES MADE AGAINST ROOF LEAKAGE, WET BASEMENTS, OR MECHANICAL BREAKDOWNS. THE REPORT IS A PROFESSIONAL OPINION BASED UPON A VISUAL INSPECTION OF THE ACCESSIBLE AREAS AND FEATURES OF THE PROPERTY AS OF THE DATE AND TIME OF THE INSPECTION, AND IS NOT A LISTING OF REPAIRS TO BE MADE. THE REPORT IS NOT AN ASSESSMENT NOR IS IT AN APPRAISAL. THE INSPECTOR IS NOT ASSOCIATED WITH ANY SELLER, BUYER, CONTRACTOR, ATTORNEY, OR REALTOR. OTHER THAN THE INSPECTION FEE, INSPECTOR HAS NO FINANCIAL INTEREST IN THE PROPERTY.

THE INSPECTION PROCESS IS A TWO-PART SYSTEM: THE VERBAL SURVEY AND THE REPORT. ACCORDINGLY, THE REPORT IS NOT TRANSFERRABLE TO THIRD PARTIES, AS IT WILL NOT CLEARLY AND FULLY CONVEY THE INFORMATION HEREIN. THE REPORT IS PREPARED BY INSPECTOR AT THE REQUEST OF CLIENT(S) AND IS FOR CLIENT(S) USE AND BENEFIT ONLY. THIS REPORT AND ANY OTHER WRITTEN INFORMATION IS PROVIDED TO CLIENT PURSUANT TO THE INSPECTION AGREEMENT IS NOT TO BE USED, IN WHOLE OR IN PART, OR RELEASED TO ANY THIRD PERSON WITHOUT THE INSPECTOR'S PRIOR WRITTEN PERMISSION.

Chris Thomson
ACT Home Services, LLC
By:



CLIENT