

Virginia Home Inspection, Inc.
Timothy Rose, Certified Home Inspector 3380 000241
1251 Jessees Mill Road
Lebanon, VA 24266
(276) 971-4453 Office
(276)889-8009 Fax

Client: _____

Inspection Address: _____

City/State/Zip: _____

Billing Address: _____

Phone: _____

Email Address: _____

I/We (Client hereby request a limited visual inspection of the structure at the above address to be conducted by Virginia Home Inspection, Inc., (inspector), for my/our sole use and benefit. I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have.

SCOPE OF INSPECTION

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with the Standards of Practice of the National Association of Certified Home Inspectors, copy of which is available upon request.

OUTSIDE SCOPE OF INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection. Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION AND ARE HEREBY EXCLUSIONS:

- Specific components noted as being excluded on the individual systems inspection forms
- Private/Public water or private/public sewage systems: Saunas, steam baths, or fixtures and equipment
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters, and thermostatic or time-clock controls
- Water softener/purifier system or solar heating systems

- Furnace heat exchanges, Chimneys, freestanding appliances, security alarms or personal property
- Adequacy or efficiency of any system or component. The remaining life of any system.
- Compliance with regulatory requirements (codes, including the Virginia Uniform Statewide Building Code, regulations, laws, ordinances, etc.)
- Geological stability or soils condition
- Structural stability or engineering analysis
- Termites, pests or other wood destroying organisms
- Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards
- The market value of the property or its marketability
- Condition of detached buildings
- Pool or spa, bodies and underground piping
- The conditions of systems or components that are not readily accessible
- The strength, adequacy, effectiveness, or efficiency of any system or components
- The causes of any condition or deficiency
- The methods, materials, or costs of corrections
- Future conditions including, but not limited to, failure of systems and components
- The suitability of the property for any specialized use
- The advisability of the purchase of the property
- The presence of diseases harmful to humans or potentially hazardous plants or animals including, but not limited to, wood destroying organisms and mold
- The presence of any environmental hazards including, but not limited to, toxins, carcinogens, noise, and contaminants in soil, water and air
- The effectiveness of any system installed or methods utilized to control and remove suspected hazardous substances
- The operating costs of systems or components
- The acoustical properties of any system or component

(Some of the above items may be included in this inspection for additional fees—check with your inspector)

Your Inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade.

If your inspector recommends consulting other specialized experts, client must do so at client's expense.

DISCLOSURE

I/We understand and agree that the certified home inspection report is based upon visual observation of existing conditions of the inspection property, as identified above, at the time of the inspection and is not intended to be, or construed as, a guarantee, warranty, or any form of insurance. Nor is the home inspection report to be intended or be construed as a substitute for real estate transfer disclosures which may be required by law.

I HAVE READ AND AGREE TO THE ABOVE SCOPE OF THE INSPECTION.

SIGN _____

DATED _____

THIS CONTRACT LIMITS OUR LIABILITY...PLEASE READ CAREFULLY

This agreement is between the client names on page 1 of this contract and the Inspection Company.

CONFIDENTIAL REPORT: The inspection report to be prepared for Client is solely and exclusively for the Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to third parties, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client and Inspector do not in any way intend to benefit any third parties directly or indirectly through this Agreement or the inspection report. Client agrees to indemnify, defend, and hold Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

ATTORNEY'S FEES: The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall recover all attorney's fees, and other cost of litigation.

WITNESS FEES: Client and Inspector agree that the fee paid by Client are solely for the Inspectors inspection and inspection report. Client and Inspector agree that in the event the Inspector is called upon to testify in any matter whatsoever regarding his report he will be paid a per diem fee of \$100.00 per hour plus mileage and expenses.

SEVERABILITY: Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alteration, modifications or requires to the claimed discrepancy prior to an re inspection by the Inspector. Client understands and agrees that any failure to notify the inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

LIMITATION ON LIABILITY

INSPECTOR’S LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. THE LIABILITY OF INSPECTOR’S PRINCIPALS, AGENTS, AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANYKIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENTS SPOUSES, HEIRS, PRINCAPLS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.

Client understands that if Client wants an inspection WITHOUT A LIMIT ON LIABILITY TO A REFUND OF THE FEE PAID for the inspection, Client may pay an additional fee to receive a report without the limitation.

Client please initial your choice below:

_____ I do NOT agree to pay an additional fee to remove the limit of liability to a refund of the fee paid.

_____ I AGREE to pay an additional fee of \$3,000.00 to remove the limit of liability to a refund of the fee paid.

LIMITED LIABILITY INSPECTION FEE	\$ _____
ADDITIONAL FEE	\$ _____
TOTAL INSPECTION FEES	\$ _____

By signing below you acknowledge that you have read, understand and agree to the scope of the inspection and agree to all of the terms and conditions of this contract. You also agree to pay the fees listed above.

CLIENT: _____ DATE: _____

