

New Construction Program Inspection Agreement with Apex Home Inspections, L.L.C.

366 Mackeys Ln., Fairfield, VA 24435 (540) 261-1919 phone/ fax

Note: This agreement contains an Arbitration Clause

This agreement made and entered into by and between

Subject Property	Client:
Address:	Address:
City, state:	City, state, zip:
	Phone:
	Email:

hereinafter called the "Client" and Apex Home Inspections L.L.C., hereinafter called the "Inspector", **WITNESSETH:**

The inspection(s) will not commence until the Inspector receives this agreement, signed by the Client.

Prior to the inspection(s), Client will notify the contractor (or their representative) of this agreement and arrange for access to the subject property.

The Client, for the completion and delivery of the inspection report(s) if any, described herein, agrees to the fee schedule below and to make payments to the Inspector by cash, check or VISA/MasterCard at the time of each inspection. The report(s), if any, will be hand delivered, faxed, emailed or posted by mail to the Client no later than 48 hours from the end of the inspection(s).

Initial all that apply	Options (check all that apply)	Fees (for are for inspection plus report writing time)
	plan review (___written ___verbal report)	\$ 75.00 per hour
	phase inspection(s) (___written ___verbal reports)	"
	pre-drywall/insulation inspection (___written ___verbal report)	"
	final walk-thru inspection (written report)	"
	end of warranty inspection (written report)	"

In consideration therefore, the Client agrees as follows:

Inspection Scope and Limitations

The inspection and written report includes a comprehensive visual inspection of readily accessible systems and components of the property described above and provides a descriptive listing of any deficiencies found. The Client can realistically expect to gain knowledge of any significant safety conditions or potential hidden defects that can be discovered under the scope of this inspection. Areas that are not readily accessible or visible to the Inspector are not included in this inspection or report. Conditions that can only be discovered by invasive methods, removal of materials or dismantling of systems are not included. The Inspector is not required to move debris, furniture, equipment, carpeting or other items, which may impede access or limit visibility, or enter any area where the opening is less than 24 inches high and wide or as the Inspector deems unsafe. The Inspector is not required to operate systems or equipment in any way beyond that of a homeowner engaged in the routine operation or maintenance of items in the home. The inspection is not technically exhaustive nor will the Inspector determine the life expectancy, strength, adequacy, effectiveness, or efficiency of any system or component. The Inspector does not use all of the special equipment, or inspect to the same level of detail, that a specialist technician would. Therefore it is possible that a second opinion by a specialist will reveal items that the Inspector does not discover. If the Inspector recommends consulting other specialized experts, any such consultation shall be at the Client's sole discretion and expense.

This is not a code inspection. The Inspector does not report on or enforce compliance or non-compliance with any building, electrical, mechanical or plumbing codes in effect at the time of construction or this report. The Inspector does not inspect for or conduct tests for water quality or quantity, radon, asbestos, insect infestation, mold, lead paint or any other tests needed for closing. The Inspector does not test or determine the presence of environmental hazards or toxins.

The Inspector will not inspect or report on cosmetic/aesthetic defects when structural damage is not imminent and other minor defects which have no bearing on the structural integrity of the property. The inspection does not include equipment such as, but not limited to, swimming pools, saunas, spas, the structures relating to those items, docks, water softeners, water treatment systems, playground equipment, fences, awnings, central vacuum systems, solar heating systems, wells, well pumps, septic systems or other water storage devices.

Do not consider these inspections to be an implied warranty that any or all systems and material conditions will be problem-free. Deficiencies and defects, which are latent or concealed, are excluded from the inspection.

The Inspector has no present or contemplated future interest in the property to be inspected.

Inspection Standards

The inspection will be based upon currently accepted standards of construction.

General Provisions

Liability for errors and omissions in this inspection is limited to the cost of this inspection.

ARBITRATION CLAUSE: Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation 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 first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.

Notice: You and we would have a right or opportunity to litigate disputes through a court and have a judge or jury decide the disputes but have agreed instead to resolve disputes through Mediation and Binding Arbitration.

ATTORNEY'S FEES: In the event legal proceedings are instituted against the Client by Apex Home Inspections L.L.C./Inspector for payment of inspection fee or any dispute arising out of this agreement, the inspection, or report(s), including proceedings instituted by the Client against Apex Home Inspections L.L.C./Inspector, then the Client agrees to pay all Court costs, attorney's fees, arbitrator fees and other related costs incident to such proceedings, if judgement is in favor of Apex Home Inspections L.L.C./Inspector.

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 made, limited to a period of one year from the date of the inspection(s), 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 alterations, modifications or repairs to the claimed discrepancy prior to a 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.

USE BY OTHERS: The inspection report to be prepared for Client is solely and exclusively for 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 any other party directly involved in this transaction, but Client and Inspector do not in any way intend to benefit said 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.

If you authorize for the Inspector to discuss or give a copy of the report(s) to any other party or parties provide the names and addresses below.

name: _____	name: _____
address: _____	address: _____
city: _____	city: _____
state, zip code: _____	state, zip code: _____
email: _____	email: _____

THE CLIENT HAS READ THIS CONTRACT, understands and agrees to the limitations of this inspection. This constitutes the entire agreement between parties listed here.

IN WITNESS WHEREOF the Client and Inspector have executed this agreement this

date _____ X _____
Client signature

date _____ X _____
Inspector signature