

Pre-Inspection Agreement - Apex Home Inspections, LLC

366 Mackeys Ln., Fairfield, VA 24435 (540) 460-2580
Dennis DiVito, Inspector: License # 3380 000170 NRS

Note: this agreement contains an Arbitration Clause.

Client: _____

Subject Property: _____

address: _____

address: _____

city state, zip: _____

city, state: _____

Inspection Date: _____

Inspection Starting Time: _____ () am () pm

This agreement made and entered into by and between the "Client" named above and Apex Home Inspections L.L.C., hereinafter called the "Company", WITNESSETH:

The inspection will not commence until the Company receives this agreement signed by the Client or authorized party. Prior to the inspection, the Client will ensure that all utilities are turned on; all systems and appliances are in working order and will arrange for entry into the building or buildings.

The inspection and report is only for the subject property listed above.

————— **ONLY THOSE AREAS CHECKED WITH A WRITTEN PRICE WILL BE INSPECTED** —————
Detached structures or outbuildings are not automatically included in an inspection

() Home or building Inspection, includes up to a 2 bay attached or detached garage \$ _____

() outbuilding 1 \$ _____ () outbuilding 2 \$ _____ () outbuilding 3 \$ _____

The Client, for the performance of the inspection and written report described herein, agrees to pay to the Company the sum of \$ _____ **payable by check** (made out to Apex Home Inspections); **cash or credit card at the time of the inspection**. All expenses incurred in collecting any overdue payments or returned checks are the responsibility of the Client. The report will then be emailed or posted by mail to the Client no later than 48 hours from the end of the property inspection.

Report Distribution: The Client authorizes the Company to disclose the findings of this report and/or send a copy of this report to the following:

Please check the appropriate boxes:

() client's real estate agent () client's attorney () seller () seller's agent () bank or lender

() other

Systems & Components Not Inspected By Agreement: The Client and the Company agree that the following systems and/or components of the Subject Property are specifically excluded from the inspection at the request of the Client:

Responsibility for Return Inspections: Subsequent inspections of the subject property as requested by the Client shall be bound by the terms of this agreement. The Client understands that if any systems and/or components of the Subject Property cannot be inspected due to unforeseen circumstances during the inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the Subject Property at a later date or time to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the report. If Client desires the Company to return at a later date or time, the Client hereby agrees that the Company will charge the Client an additional fee in the amount of 50% of the inspection fee stated above, plus \$25 for travel or \$1.00 per mile whichever is greater, payable on demand. The Client shall furnish a written list of what is to be included in the subsequent inspection at the time of the request.

In consideration therefore, the Client agrees as follows:

Inspection Scope and Limitations:

The inspection and written report is based on a visual inspection of readily accessible systems and components of the property described above; such as the structure, exterior, roof, interior, electrical, plumbing and HVAC systems and provide a descriptive listing of significant components and a description of any deficiencies found.

1. Client Attendance and Permission to Access Subject Property: The Client warrants that permission has been secured for the Company to enter and inspect the Subject Property. The Client acknowledges that Client and/or any authorized representative has been encouraged to attend and participate in the inspection and recognizes that failure to do so may result in less than a complete understanding of the findings. The Client further acknowledges that such participation is at the Client's own risk.

2. Standards of Practice: The scope of this inspection is defined and limited by the standards, limitations, exceptions and exclusions as contained in the Virginia Home Inspector Licensing Regulations, 18VAC15-40-10 *et seq.*, and this Pre-Inspection Agreement. Inspections performed under these Regulations are intended to provide the client with information about the condition of inspected systems and components at the time of the home inspection. Additionally, inspections performed under these Regulations are not technically exhaustive, and are not required to identify or to report: concealed conditions; latent defects; consequential damages; and cosmetic imperfections that do not significantly affect a component's performance or its intended function.

The home inspection does not include a review for compliance with regulatory requirements (Virginia Uniform Statewide Building Code or other codes, regulations, laws, ordinances, etc.)

3. Definitions and Purpose of the Inspection: A home inspection means any inspection of a residential building for compensation conducted by a licensed home inspector. A home inspection includes a written evaluation of the readily accessible components of a residential building, including heating, cooling, plumbing, and electrical systems; structural components; foundation; roof; masonry structure; exterior and interior components; and other related residential housing components. Residential building means, for the purposes of home inspection, a structure consisting of one to four dwelling units used or occupied, or intended to be used or occupied, for residential purposes. Except in situations where there is an imminent endangerment to life or health the Company will not disclose any information concerning the results of the home inspection without the approval of the Client. Readily accessible means available for access without requiring moving or removing of any obstacles.

4. Inspection Report: The Client and the Company agree that the Company, and its inspector, will prepare a written inspection report that states: 1. those systems and components inspected that, in the professional judgment of the inspector, are not functioning properly, significantly deficient, or unsafe; 2. recommendations to correct, or monitor for future correction, the deficiencies reported, or items needing further evaluation (however neither the Company nor the inspector are required to determine methods, materials, or costs of corrections); 3. reasoning or explanation as to the nature of the deficiencies reported that are not self-evident; and 4. those systems and components designated for inspection in Virginia Home Inspector Licensing Regulations that were present at the time of the home inspection but were not inspected and the reason(s) they were not inspected.

5. Inspection Exclusions: The Company **IS NOT REQUIRED TO DETERMINE:** the condition of systems and components that are not readily accessible; the remaining life expectancy of systems and components; the strength, adequacy, effectiveness, and efficiency of systems and components; the causes of conditions and deficiencies; methods, materials, and costs of corrections; future conditions including but not limited to failure of systems and components; the suitability of the Subject Property for specialized uses; compliance of systems and components with past and present requirements and guidelines (including, but not limited to, codes, regulations, laws, ordinances, specifications, installation and maintenance instructions, and use and care guides); the market value of the Subject Property and its marketability; the advisability of purchasing the Subject Property; the presence of plants, animals, and other life forms and substances that may be hazardous or harmful to humans including, but not limited to: (1) asbestos; (2) radon; (3) oil, gasoline or any other petroleum product; (4) lead; (5) urea formaldehyde; (6) mold; (7) mildew; (8) fungus; (9) odors; (10) noise; (11) toxic or flammable chemicals; (12) water or air quality; (13) PCBs or other toxins; (14) electromagnetic fields; (15) underground storage tanks; (16) proximity to toxic waste sites or sites being monitored by any state or federal agency; (17) carbon monoxide; (18) the presence of or any hazards associated with the use or placement of Chinese drywall at the Subject Property; or any other environmental or health hazards; the effectiveness of systems installed and methods used to control or remove suspected hazardous plants, animals, and environmental hazards; operating costs of systems and components; acoustical properties of systems and components; soil conditions relating to geotechnical or hydrologic specialties; or whether items, materials, conditions and components are subject to recall, controversy, litigation, product liability, and other adverse claims and conditions. The Company **IS NOT REQUIRED TO OFFER OR TO PERFORM:** acts or services contrary to law or to government regulations; architectural, engineering, contracting, or surveying services or to confirm or to evaluate such services performed by others; trades or professional services other than home inspection; or warranties or guarantees. The Company **IS NOT REQUIRED TO OPERATE:** systems and components that are shut down or otherwise inoperable; systems and components that do not respond to normal operating controls; shut-off valves and manual stop valves; or automatic safety controls. The Company **IS NOT REQUIRED TO ENTER:** areas that will, in the professional judgment of the inspector, likely be dangerous to the inspector or to other persons, or to damage the Subject Property or its systems and components; or under-floor crawlspaces and attics that are not readily accessible. The Company **IS NOT REQUIRED TO INSPECT:** underground items including, but not limited to, underground storage tanks and other underground indications of their presence, whether abandoned or active; items that are not installed; installed decorative items; items in areas that are not entered in accordance with the Virginia Home Inspector Licensing Regulations; detached structures other than garages and carports; outbuildings; common elements and common areas in multi-unit housing, such as condominium properties and cooperative housing; every occurrence of multiple similar components; or outdoor cooking appliances. The Company **IS NOT REQUIRED TO:** perform procedures or operations that will, in the professional judgment of the inspector, likely be dangerous to the inspector or to other persons, or to damage the Subject Property or its systems or components; describe or report on systems and components that are not included in the Virginia Home Inspector Licensing Regulations and that were not inspected; move personal property, furniture, equipment, plants, soil, snow, ice, and debris; dismantle systems and components, except as explicitly required by the Virginia Home Inspector Licensing Regulations; reset, reprogram, or otherwise adjust devices, systems, and components affected by inspection required by the Virginia Home Inspector Licensing Regulations; ignite or extinguish fires, pilot lights, burners, and other open flames that require manual ignition; or probe surfaces that would be damaged or where no deterioration is visible or presumed to exist. The Company **IS NOT REQUIRED TO DETERMINE** whether any system or component of the Subject Property has been affected by the illegal manufacture, distribution, storage, possession or sale of any illicit drugs, products or by-products, including, but not limited to, methamphetamines, and including any and all chemicals, tools, household fixtures or appliances used to facilitate such illegal activities. The Company **IS NOT REQUIRED TO INSPECT:** (1) timers; (2) clocks; (3) thermostats; (4) safety devices; (5) lawn sprinklers; (6) detached structures; (7) fencing; (8) low voltage wiring or components; (9) radiant heat system performance; (10) security systems; (11) solar water heating components; (12) appliances, (13) freezers or similar storage compartments; (14) elevators, dumbwaiters and/or lifts of any type; (15) fire protection systems including sprinklers, hoods, ducts, air filtration systems and standpipes; and (16) acoustical properties and/or soundproofing; (17) commercially rated appliances or ventilation systems.

6. BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY: Any dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the Inspection or the Report shall be submitted to final and binding arbitration as conducted by and according to the Rules and Procedures of *Construction Dispute Resolution Services, LLC*. The decision of the arbitrator appointed by Construction Dispute Resolution Services, LLC shall be final and binding and judgment on the decision may be entered in any Court of competent jurisdiction. All proceedings must be held in the state where the inspection was performed. **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 BINDING ARBITRATION.**

7. **Disclaimer of Warranty:** The Client understands that the inspection and report are based upon visual observation of existing conditions of the Subject Property at the time of the inspection. The inspection and report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. Additionally, neither the inspection nor inspection report is a substitute for any real estate transfer disclosures that may be required by law.

8. **Notice of Claims:** The Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. The Client also agrees to allow the Company ten (10) days to come to the Subject Property to inspect and evaluate any condition complained of by the Client to the Company and not to make, or allow others to make, any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency.

9. **Choice of Law:** This Pre-Inspection Agreement shall be governed by Virginia law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

10. **LIMITATION OF LIABILITY. PLEASE READ CAREFULLY:** The Client understands and agrees that the Company is not an insurer and that the payment for the inspection and report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the report as described herein. Thus, the Client agrees that the sole and exclusive remedy for any claims against the Company, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the inspection or the report, is limited to an amount equal to the inspection fee, as liquidated damages and not as a penalty. The Client releases the Company from any and all additional liability, whether based on contract, tort, or any other legal theory. The Client understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision.

11. **Entire Agreement:** This Pre-Inspection Agreement and any subsequent report issued to the Client by the Company represent the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. The inspection is being performed for the exclusive use and benefit of the Client. The inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

12. **Client's Agreement & Understanding of Terms:** By signing this Agreement, the undersigned Client agrees that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above. The Client understands that the Client has a right to have an attorney of the Client's choice review this Agreement before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Agreement, the Client is free to not sign it. The Client understands that the Client may retain another provider to perform the services contemplated by this Agreement. The Client further understands that, should the Client not agree to the terms and conditions set forth in this Agreement, the Client may negotiate with the Company for different terms and conditions.

THE CLIENT HAS READ THIS CONTRACT and understands and agrees to the limitations of this inspection. This constitutes the entire agreement between parties listed here. IN WITNESS WHEREOF the Client and the Company have executed this agreement this

date _____

X _____
Client or Authorized Agent signature



date _____

X _____
Inspector signature