

# Pre-listing Inspection Agreement with Apex Home Inspections, LLC

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

**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: \_\_\_\_\_

Inspection Fee: \$ \_\_\_\_\_ Inspection Date: \_\_\_\_\_ Inspection Time: \_\_\_\_\_

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

**The inspection will not commence until the Inspector receives this agreement signed by the Client or authorized party. Prior to the inspection, the Client will ensure that all utilities are turned on and arrange for entry into the building.**

**The inspection and report is only for the subject house listed above, comprising of house and attached garage up to two vehicle bays in size. All other structures will be subject to further negotiation and additional fees.**

**The Client, for the performance of the inspection and written report described herein, agrees to pay to the Inspector the sum listed above, payable by check, cash or credit card at the time of the inspection.** The report will then be emailed or posted by mail to the Client no later than 48 hours from the end of the inspection.

**Subsequent inspections** of the subject property as requested by the Client for any reason shall be bound by this agreement and will be subject to the following charges: \$90.00 per hour for onsite and report writing time, plus \$40 travel time or \$1.00 per mile whichever is greater, payable on demand.

**In consideration therefore, the Client agrees as follows:**

## **Inspection Scope and Limitations**

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

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 will not 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 Inspector will not operate shut-off valves, light pilot lights, plug in appliances or operate circuit breakers (except to test GFCI and AFCI type breakers). The inspector will not assist in restoration (or winterization) of plumbing systems, electrical, water or gas services**

The inspection will not be 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 any 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 did 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 compliance or non-compliance with any building, electrical, mechanical or plumbing codes in effect at the time of construction or at the time of the inspection. The Inspector does not conduct tests for water quality or quantity, radon, asbestos, mold, lead paint or any other tests required for closing. The Inspector does not test for or determine the presence of environmental hazards, wood destroying organisms, pests or toxins. The inspection excludes ascertaining the presence of the building material commonly known as "Chinese Drywall".

The Inspector will not inspect or report on cosmetic/aesthetic defects which include but are not limited to the following: foggy window panes; scratches; small holes; defective carpet; typical minor cracks found in concrete, stucco, asphalt; painting requirements 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 appliances that are not conveyed in the real estate contract or equipment such as, but not limited to, swimming pools, saunas, spas and related equipment, the structures relating to those items, docks, water softeners, water treatment systems, playground equipment, fences, awnings, central vacuum systems, wood stoves, space heaters, solar heating systems, wells, well pumps, septic systems or other water storage devices.

**Do not consider this inspection to be an implied warranty or guarantee 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.** This inspection is not a substitute for any property disclosure statements required by law or lending institution; nor does it substitute for or replace any disclosure obligation of the seller.

**The inspector will not offer or give advice on repair methods, estimate costs of repair or suitability of property for purchase. The Inspector will not recommend individual specialists or contractors to correct issues. The Inspector has no present or contemplated future interest in the property to be inspected.**

**Inspection Standards**

The inspection will be performed in compliance with accepted standards of practice and performance, and conforms to the standards established by the VA State Board of Home Inspectors. (copy provided upon request).

**Limitation of Liability**

Liability for errors and omissions in this inspection is limited to the cost of this inspection. This amount shall be deemed liquidated damages, and the Client agrees to immediately accept a refund of the Fee as a full settlement of any and all claims which may ever arise from the 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 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 reinspection 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 third party not involved in the transaction. 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.

**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 or Authorized Agent signature



date \_\_\_\_\_

X \_\_\_\_\_  
Inspector signature