



**HOME INSPECTION CONTRACT
COASTAL HOME INSPECTIONS, LLC**

1017 Windmill Lane Silver Spring, MD 20905
202.345.6756 cell www.coastalinspect.net ASHI Member # 252936

Client _____ **Representative** _____

Inspection Address _____

Inspection Fee: _____ **Cash/Personal Check** **Delivery Date of Report** _____

Please read carefully. Your signature is required prior to starting the inspection. This contract contains a limitation of liability and a binding arbitration provision.

- 1. Scope of the Inspection:** The Company agrees to perform a limited, non-invasive, visual inspection of the property at the above address. The inspection will be performed in accordance with the Standards of Practice for Certified Home Inspectors and the American Society of Home Inspectors. A copy of these Standards may be found at: <http://www.dpor.virginia.gov/uploadedFiles/MainSite/Content/Boards/ALHI/A506-33REGS HI.pdf> and www.ashi.org
- 2. The CLIENT** understands that an inspection is intended to assist in the evaluation of the overall condition of a building. The inspection report is based on the observation of the visible and apparent condition of the building and its components on the date of the inspection and expresses the opinion of the inspector based upon his observations, judgment, knowledge, education, training and experience at the time of the inspection. Limitations on access, lighting, time, weather, and concealment may prevent the detection of some defects, even ones that appear obvious later. A strong probability exist that one or more defects may be overlooked or inadequately analyzed due to these conditions. CHI is not required to detect all defects. Accordingly, the results of this home inspection are not intended to make any representation regarding latent or concealed defects that may exist, and no warranty or guaranty is expressed or implied. Should CLIENT desire guarantees, warranties, and/or appraisal of the property, these must be obtained from the sellers or others specializing in these matters and not from CHI.
- 3.** The CHI inspector is not a licensed structural engineer licensed to access the structural integrity of building(s) on this property and is not a soil scientist or engineer whose license authorizes the rendering of an opinion as to structural integrity of a building or the condition of its components or systems. As such, the CLIENT may wish to seek the professional opinion of a licensed structural engineer or other professional regarding any possible defects or other observations set forth in the report.
- 4. Limitation of Liability:** The CLIENT understands and agrees that CHI's total liability under this contract is limited to the amount of the fees paid for this property inspection and that the inspection report is for the CLIENT's exclusive use only. The CLIENT agrees to indemnify, defend and hold CHI harmless if any third party brings a claim against CHI related to this agreement.
- 5. Dispute Resolution; Binding Arbitration:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the Rules and procedures of the American Arbitration Association. The decision of the Arbitrator appointed, there under, shall be final and binding and judgment on the Award may be entered in any court of competent jurisdiction. Client agrees to pay all required filing fees.
- 6. ATTORNEYS FEES:** The prevailing party in any dispute arising out of this agreement, the inspection, or inspection report(s), including the settlement of any dispute regarding same prior to judgment or arbitration award pursuant to paragraph 5 above shall be awarded all attorneys fees, arbitration fees and other related costs.
- 7. Notice and Waiver Clause:** Any claim arising out of or related to any act or omission of the Inspector in connection with the inspection of the property shall be made in writing and reported to the Inspector within ten (10) business days of discovery and to allow Inspector a reasonable opportunity to re-inspect the issue giving rise to the claim before undertaking any repairs. Client agrees that a failure to comply with the terms of this paragraph shall constitute a waiver of such claim.
- 8. Limitations:** The inspection and report can not accurately and completely assess risk, detect all flaws, predict all occurrences, or make assurances. The report is not an exhaustive list of every minor problem that may exist in the house. The inspection and report are not intended to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance, or condition of any inspected system, component, or equipment. The inspection and report are not intended to reflect the value of the premises, nor to make any representations as to the advisability or inadvisability of purchase or the



suitability for use. The inspection and report are not a certification of any kind. CHI cannot be construed as insuring against any defects or deficiencies not contained in the inspection report and subsequently discovered by the CLIENT.

Exclusions: The condition of systems or components that are not readily accessible, remaining life of any system or component, strength, adequacy, effectiveness, or efficiency of any system or component, causes of any condition or deficiency; methods, materials, or costs of corrections, future conditions including, but not limited to, failure of systems and component, suitability of the property for any specialized use; compliance with regulatory requirements (codes, regulations, laws, ordinances, etc); market value of the property or its marketability, advisability of the purchase of the property presence of diseases harmful to humans or potentially hazardous plants or animal including, but not limited to, wood destroying organisms and mold; presence of any environmental hazards, including, but not limited to, toxins, carcinogens, noise, and contaminants in soil, water, and air, radon, mold, lead, formaldehyde, electromagnetic fields or asbestos; effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances; operating costs of systems or component, acoustical properties of any system or component; presence of components involved in manufacturer's recalls; inspection of outbuildings and fencing.

9. **Integration Clause:** This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties. All cost approximations for repairs or replacement are necessarily subjective. The CLIENT should consult with qualified contractors to verify these cost estimates. Any verbal estimates as to repair and replacement of mechanical devices may be based on the age of the property, the inspector's best estimate of the age of the equipment and other data. The degree of maintenance of lack, thereof, as well as undeterminable factors, may affect the life of such equipment.

10. The CLIENT acknowledges that he/she/they have read this contract and understand its terms. If this contract is signed by the CLIENT's representative, said representative certifies that he/she is authorized to enter into the contract on behalf of the CLIENT. Acceptance of the inspection report or any use thereof by the CLIENT shall be deemed as ratification of said representative's execution of this contract on behalf of the CLIENT.

11. **Waiver of Statute of Limitations;** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from ore related to the inspection and inspection report shall be commenced within one year of the date of the inspection, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations set forth by law or statute.

12. **Binding on Others Clause:** this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective spouses, heirs and successors.

13. **No Rule of Construction;** The parties acknowledge that each of them has had ample opportunity for their own counsel to participate in negotiating and drafting this Agreement. Therefore, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.

14. **Severability:** Each provision in the CONTRACT is independent and severable. If any court of law determines that any portion of this CONTRACT is unenforceable, by virtue of being contrary to existing or future law, the remainder of this CONTRACT remains fully enforceable as though the unenforceable portion did not exist.

15. The CLIENT agrees that if CHI has performed a pre-drywall inspection or re-inspects any item/area of the property at a later time, whether to inspect an item/area which was inaccessible or not operating during the first inspection, to inspect repairs, to conduct a walk-through inspection prior to settlement , or for any other reason, the CLIENT agrees that said inspection shall be governed by the same terms and conditions and limits of liability contained herein and that the CLIENT shall pay CHI a fee to be agreed upon prior to said inspection.

X _____ Date _____

X _____ Date _____
CLIENTs or Authorized Representative

_____ Date _____
Coastal Home Inspections, LLC