

Essential Inspections, LLC

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THIS IS A LEGALLY BINDING AGREEMENT, READ CAREFULLY

Inspection Address: _____

Current Mailing Address: _____

Customer Name: (please print) _____

Phone Number: _____ Date: _____ Report # _____

Email: _____

SCOPE OF INSPECTION: The inspector will report the general condition and major defects of the primary building on the property, which are visible without disassembly, in order to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed according to the guidelines and Standards of Practice of the **National Association of Home Inspectors, Inc also known as (NAHI).**

OUTSIDE THE SCOPE OF THE INSPECTION: Any area, which is not exposed to view, is concealed, or is inaccessible because of soil, walls covering, floors, carpets, area rugs, ceilings, furnishings, or any other item, is not included in this inspection. The inspection does not include any destructive testing or dismantling. Customer agrees to assume all the risk for all conditions that are concealed from view at the time of the inspection.

This is not a home warranty, guarantee, insurance policy or substitute for a real estate transfer disclosure, which may be required by law.

Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THE BASIC INSPECTION:

- Requirements of Americans with Disabilities Act, (ADA)
- Appraisal value or measurement of building or property
- Geological stability, or soils condition, or environmental hazards
- Structural stability, engineering analysis, or hydrological conditions
- Termites, fungus, pests or other wood destroying organisms
- Testing for asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any other environmental hazards, including but not limited to mold, fungi, spores, or mildew
- Building value appraisal or repair costs estimates
- Boundaries, easements, conditions of Title, zoning, or use condition
- Building code or zoning ordinance violations
- Condition of detached buildings, or fences on large lots
- Pool and/or spa bodies and underground piping
- Private water or private 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 systems or solar heating systems
- Furnace heat exchangers, freestanding appliances (clothes washer, dryer, refrigerator, freezer, etc.) security alarms or personal property, or product recall notifications
- Adequacy or efficiency of any system or component
- Prediction of future events, or life expectancy of any item
- Conditions that are hidden from view or not in readily accessible areas, such as inside walls, fixtures, etc.
- Determination if original building, additions, or repairs complied with past or current building codes
- Whirlpool baths, spas, hot tubs, waterfalls, fountains, ponds, saunas, low voltage items or similar components
- Some of the above items may be included in this inspection for additional fees

Your inspector is a property inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting with other specialized experts, Customer must do so at Customer's expense and prior to close of escrow.

DISPUTES RESOLUTION: Customer agrees that any claim against inspector 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 10 days of discovery and customer will permit a re-inspection within 10 days of notice of the condition(s) which gave rise to the complaint. Customer further agrees that, with the exception of emergency conditions, Customer or Customer'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. Customer 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. Customer agrees to hold the inspector not liable for any and all claims relating to conditions that are altered or repaired without said notice or inspection.

ARBITRATION: Any unresolved dispute, controversy, interpretation or claim (except for non-payment of fees), 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 or inspection report shall **be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc.** The decision of the Arbitrator appointed there-under shall be final and binding and judgment of the award may be entered in any Court of competent jurisdiction. **The Customer understands that they are giving up the right to a jury trial.**

AGREED LIMITATIONS: This inspection is a "snapshot" of the condition of the premises on the day and time of the Inspection only, and is not to be confused with any type of warranty. The parties agree no claim against the inspector may be brought after 45 days after the inspection date. If the Customer performs any repairs without first contacting the inspector for re-inspection, this shall constitute a waiver of any such claim. Inspector's liability for mistakes or omissions in this report shall be limited to a refund of the fee paid herein.

INSPECTION REPORT: The Inspection Report is the property of Essential Inspections, LLC. Any distribution of this report must be authorized by a representative of Essential Inspections, LLC.

MISC: Items costing under \$200 to repair are considered cosmetic rather than substantial defects. This inspection is not expected to report such items. The inspector shall use his best efforts to find any substantial defects and assumes no responsibility for cosmetic defects or substantial defects either hidden, or beyond his ability to discover or items which fail under normal use. Customer agrees there shall be a \$50 returned check fee plus any bank charges made to inspector. Customer agrees to assume all costs for the collection of fees.

BASIC INSPECTION _____

Additional Services: _____

Additional Services: _____

Additional Services: _____

TOTAL INSPECTION FEE: _____

(please make your check payable to: Essential Inspections)

Inspector _____ Date _____

Services have been performed and the Inspection Fee is due and payable by Customer or assigned Agent.

Customer _____ Date _____