

CONTRACT FOR HOME INSPECTION SERVICES

CAREFULLY READ AND REVIEW THIS CONTRACT. YOU HAVE THE RIGHT TO STOP WORK IF YOU WISH TO HAVE YOUR ATTORNEY REVIEW THIS CONTRACT

This contract contains a binding arbitration clause that may be enforced by either party.

Client and Jim Vaughn, IPR of HOMEAuthority LLC agree to the terms and conditions set forth below.

Scope of Inspection: Client authorizes Jim Vaughn of HOMEAuthority to perform a standard home inspection at the following address: 123 Any Street, Anytown, VA 22222.

By performing a standard visual home inspection, HOMEAuthority intends to provide Client with an overview of the property condition at the time of inspection. Inspection is limited to readily accessible areas of the building and its components and to visual observations of apparent conditions at the time of inspection. The information included in the report as a result of the inspection is not intended to make any representation regarding latent or concealed defects that may be present. No warranty or guarantee is intended, expressed or implied regarding the adequacy, performance, or condition of any inspected system or component.

The standard home inspection conforms to the [ASHI Standards of Practice](#). In order to provide HOMEAuthority clients with a more thorough inspection and report, Jim Vaughn has chosen to exceed the Standards of Practice when possible. Jim Vaughn abides by the [ASHI Code of Ethics](#).

Limitations of the Inspection: The report is not an exhaustive list of every minor problem that can exist in the house. The inspection and subsequent report resulting from the inspection can not precisely and completely assess risk, detect all flaws, predict all future occurrences or make any assurances whatsoever. The inspection and subsequent report are not intended to reflect the value of the property, nor to make any representation as to the advisability or inadvisability of purchase or suitability for use. Client acknowledges that HOMEAuthority is not insuring against any deficiencies or defects that are not noted in the inspection report and are later discovered by Client. The inspection and subsequent report cannot identify problems or conditions that cannot be seen during a visual inspection. The inspection and subsequent report cannot identify problems that have been hidden or purposely covered.

Weather Limitations: Weather conditions can limit the extent of the inspection. Snow cover and rain limit roof access and inspection. Snow cover also limits inspection of landscaping, walks, driveways, grading and drainage. Dry conditions limit the ability to determine moisture problems, leakage, and seepage in the dwelling. Dry conditions also limit the ability to determine flood conditions in and around the dwelling. Heating systems may not be fully tested during hot weather. **Cooling systems can not be tested when the outdoor temperature has fallen below 55° F within the past twenty-four hour period.**

Exclusions from Inspection: The inspection is a non-invasive process. The inspector will not cause intentional damage by poking holes in walls or ceilings, or lifting carpets or rugs. The inspector will not move insulation or vapor barriers, remove ceiling panels, move furniture or appliances, debris, personal belongings, clothing or fragile items. The following items are beyond the scope of inspection unless otherwise specifically stated: water wells, septic tanks and systems, wood stoves, portable heating equipment, window air conditioners, solar heating systems, fire suppression or irrigation systems, water treatment, softener equipment or filters, underground utilities, playground equipment, security systems, intercom systems, installed audio and or video systems, telephone systems, telephone lines, antennas, pools, spas, saunas, shower pans, elevators, sheds or other outbuildings, recreational equipment or facilities, appliances, equipment, or components involved in a manufacturer's recall, and appliances or equipment that are not permanently installed. The home inspection is not a building code inspection. Additional items beyond the scope of the inspection are: **any roof that is deemed not accessible or otherwise unsafe by the inspector;** any roof that is slippery, snow covered, brittle or dangerous; attics or crawl spaces with limited or no access, adequacy of heating and or cooling systems, thermostat and timer accuracy across a range, chimney interiors or liners, equipment connected to utilities that have been shut off, equipment that has been drained, tagged or otherwise rendered inoperative, intermittently occurring problems including but not limited to leakage or seepage occurring only during unusual weather conditions. The inspection and subsequent report do not address the possible presence of or danger from mold, radon gas, leaded paint, asbestos, urea formaldehyde; lead, radon, bacteria and/or other contaminants in drinking water, toxic or flammable chemicals, electromagnetic fields, water or airborne diseases or illnesses, or any other similar or potentially harmful substances. HOMEAuthority recommends Client contact the appropriate expert and/or government agency concerning these issues.

Random Samples: Certain items such as electrical receptacles, switches, fixtures, windows and screens, doors, hardware, cabinets, countertops, mortar, masonry, paint and caulk condition are randomly sampled during inspection. Every instance of a minor defect will not be noted in the report.

Re-inspection: Re-inspection of any component or area of the dwelling due to weather restrictions, utility shut-off or any other reason is not a part of this inspection. Re-inspection can be scheduled by Client for an additional fee.

On-site cancellation: On-site cancellation by Client for any reason is the sole responsibility of Client. The on-site cancellation fee is \$225.00, although an additional nominal fee may accrue for time and/or distance. The on-site cancellation fee is due and payable at time of cancellation.

Client Participation: Client is encouraged to participate in the inspection and does so at his/her own risk. The inspection is a two part process - the inspection and the report. HOMEAuthority assumes no responsibility for incomplete information due to lack of Client participation. Client assumes all responsibility for incomplete or inaccurate information as a result of non-participation during the inspection. HOMEAuthority assumes no liability for any personal injury, property damage, or any other damages that may result from Client participation. Client assumes all responsibility for any personal injury, property damage, or any other damages that may result from Client participation.

Right to Enter: Client warrants all necessary arrangements have been made with the selling party, property owner or tenant for HOMEAuthority to enter and inspect the property described in this contract.

Pre-Settlement Inspection: Client understands that this home inspection is not a substitute for a pre-settlement walk through. The pre-settlement walk through is the responsibility of Client. It is Client's responsibility to follow up with all recommendations made as a result of this inspection, secure estimates from appropriate contractors, and take the proper course of action for repairs needed to correct any problems. Client realizes that property condition can change between the time of this inspection and the time of legal acceptance of the premises. Damage can occur, equipment can fail, and signs, symptoms and indications of problems may appear between the time of this inspection and the time of legal acceptance of the premises. **Client waives any right to make a claim against HOMEAuthority if the Client fails to: diligently follow up on recommendations, secure estimates and take proper courses of action, and conduct a thorough pre-settlement walk through.**

Third Party Disclosure: Client acknowledges that this report is for the use of Client, and is the intellectual property of Jim Vaughn, Owner, HOMEAuthority. Client grants consent and authorizes HOMEAuthority to disclose information in the report to any third party involved in the transaction. Client agrees to indemnify and hold HOMEAuthority harmless and blameless for any damages and/or expenses, to include legal fees, involved in defense of any claim made by a third party as the result of services rendered under this contract.

Limitation of Liability: Client agrees that HOMEAuthority's total liability is limited to the cost of the inspection for any errors, mistakes or omissions of any kind.

Dispute Resolution: If Client feels there was an error, omission or deficiency in the inspection or report preparation, Client must notify HOMEAuthority immediately by phone and in writing within 14 days with the nature and extent of the problem, and make the property available for re-inspection. Repairs, alterations, or replacement of alleged faulty or defective equipment or components prior to notifying HOMEAuthority and subsequent re-inspection voids Client's right to file a claim under this contract and relieves HOMEAuthority of any and all liability for such claim. If either party makes a claim against the other relative to this contract and inspection, Client and HOMEAuthority both agree to submit the dispute to the American Arbitration Association and use as a gauge of performance the "Standards of Practice" set forth by the American Society of Home Inspectors. Arbitration will take place at the property by a qualified arbitrator. Client must initiate the proceeding within one year of the date of this contract. If Client initiates and pursues a claim against HOMEAuthority for any alleged error, omission and/or deficiency and fails to prove the claim, Client agrees to pay all costs, fees, legal expenses and all other costs associated with the action incurred by HOMEAuthority in defense of the claim.

Severability: If any tribunal or other legal entity having jurisdiction over such matters determines that any portion of this contract is void or unenforceable, that tribunal or legal entity shall enforce the remainder of this contract as if the unenforceable portion did not exist. However, some provisions of the contract are so essential to the contract's purpose that if they are unenforceable, the contract as a whole will be void. Client requests that the address described above be inspected in the manner outlined herein.

Client has read, understands and agrees to be bound by the terms of this contract or has re-negotiated them in writing to Client's satisfaction. Client acknowledges that this contract is between Client and HOMEAuthority and is limited in liability. Client is signing this contract of his/her own free will and agrees to pay the fee specified below at the conclusion of the inspection.

Date: 7/1/2015

Inspection fee: \$0.00

HOMEAuthority
Jim Vaughn
507 N Jefferson Street
Arlington VA 22205

Client: R. Smith
