

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, ACI® of HOMEAuthority agree to the terms and conditions set forth below:

Scope of Inspection: Client authorizes Jim Vaughn of HOMEAuthority to perform a standard, primarily visual inspection at the following address:

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.

By performing a standard, primarily visual home inspection, Jim Vaughn intends to provide Client with an overview of the condition of the property 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, which is primarily visual, conforms to the [ASHI Standards of Practice](#) and the [Administrative Code of the Commonwealth of Virginia](#) as it pertains to home inspection. In order to provide HOMEAuthority clients with a more thorough inspection and report, Jim Vaughn has chosen to exceed the Standards of Practice when and where possible. Jim Vaughn abides by the [ASHI Code of Ethics](#).

Limitations of the Inspection: The inspection will not reveal every major or minor flaw in the house. The report is not an exhaustive list of every major or minor problem in the house. The inspection and subsequent report resulting from the inspection can not precisely and completely assess all risks, 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 of the property for any

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 can not identify problems or conditions that can not be seen during a primarily 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 can 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. Dry weather also limits ability to determine flood conditions. Heating systems may not be fully tested during hot weather. **Cooling systems can not be fully 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 creating holes in walls, ceilings or floors, or lifting carpets or rugs. The inspector will not move insulation or vapor barriers, remove ceiling panels, move furniture or appliances, personal belongings, clothing, fragile items, or debris. **The following items are beyond the scope of inspection unless otherwise specifically stated:** the condition of systems or components that are not readily accessible; the remaining service life of any system or component; the strength, adequacy, effectiveness, or efficiency of any system or component; the causes of any condition or deficiency; the methods, materials, or costs of corrections; future conditions including failure of systems and components; the effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances; the operating costs of systems or components; the acoustical properties of any system or component; window treatments; private or community water wells; water treatment, softener equipment or filters; septic tanks and systems; fire suppression or irrigation systems; wood or pellet stoves or inserts; portable heating equipment; window air conditioners; solar heating systems; underground utilities; playground or recreational equipment or facilities; security systems; intercom systems; installed audio and or video systems and equipment; telephone lines, systems and equipment; antennas, pools, spas, saunas, shower pans; elevators; sheds or other outbuildings; appliances, equipment, or components involved in manufacturer's recalls; and appliances or equipment that are not permanently installed. The home inspection does not include a review for compliance with regulatory requirements. 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 steep, 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; furnace or boiler heat exchangers; chimney or flue interiors or liners; equipment or appliances 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, the presence of diseases harmful to humans; potentially hazardous or damaging life forms including, but not limited to: wood destroying organisms, growth of natural substances, radon gas, asbestos, urea formaldehyde; lead or lead based paint, bacteria and/or other contaminants in water, air or soil; toxic or flammable chemicals, electromagnetic fields, water or airborne diseases or illnesses; any other similar or potentially harmful substances; the presence of any environmental hazards including, but

not limited to: toxins, carcinogens, noise, and asbestos. HOMEAuthority recommends Client contact the appropriate expert and/or government agency concerning these issues.

Not a Code Inspection: The home inspection is not a building code inspection and does not include a review for compliance with regulatory requirements (Virginia Uniform Statewide Building Code or other codes, regulations, laws, or ordinances, etc.). The home inspector is not a Building Code Enforcement Official.

Randomly Sampled: 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 \$295.00, although an additional nominal fee may accrue for time and/or travel. The on-site cancellation fee is due and payable at time of cancellation.

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, or to provide the report to any third party directly involved in the transaction. Client agrees to forever indemnify and hold Jim Vaughn and 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.

Privacy and personal information: Client acknowledges that information about the Client and the property provided for the purpose of conducting the inspection and generating the report is stored by

HOMEAuthority and also by a third party - HomeGauge - and that such information will be kept confidential. Neither HOMEAuthority nor HomeGauge will sell, rent or in any way divulge any client or property information.

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 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.

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.

Inspection fee: \$0.00

HOMEAuthority
Jim Vaughn
507 N Jefferson Street
Arlington VA

Client(s):