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AGREEMENT FOR HOME INSPECTION SERVICES

FILE NUMBER:

This agreement made this ___ day of July, 2010 , by and between:

VIRGINIA HOME INSPECTIONS (hereafter called the "COMPANY")

and ___(hereafter called the "CUSTOMER")

Address of inspection: Va.

Date of inspection: ___ Fee: \$ ___

Temperature: _____ Weather: _____

THE PARTIES AGREE AS FOLLOWS:

1. COMPANY agrees to perform a Basic Visual Inspection of the subject house and to provide CUSTOMER with a written inspection report identifying the readily visible defects that the INSPECTOR both observed and deemed material at the time and date of the inspection. The inspection will be a limited visual inspection of the major components and/or systems of the house at the above address. The inspection will be based upon limited observations that are mainly visual and non-invasive. This inspection and visual observations is not a technically exhaustive inspection, but consist of apparent conditions existing at the time of the inspection. The inspection may offer additional comments that are above the scope of the standards as a courtesy, but these comments do not comprise the bargained-for-written-report.

2. It is the responsibility of the CUSTOMER to ensure the utilities are turned on prior to the day of the inspection. If the utilities are not turned, the CUSTOMER assumes all liability for areas unable to be tested and observed and the cost of a re-inspection.

3. The CUSTOMER understands and agrees the limited visual inspection will not detect or report on all minor defects, cosmetic concerns, or routine maintenance conditions. If this type of inspection is desired it is beyond the scope of a Basic Inspection.

The inspection and report will be performed in a manner consistent with the current Standards of the National Association of Home Inspectors, these standards are available at www.nahi.org. Pertinent information can be verbally conveyed on the day of the inspection, with the report typically ready for delivery within 48 hours. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of CUSTOMER. COMPANY accepts no responsibility for use or misinterpretation by third parties. This contract and inspection are subject to the limitations noted in the report and the exclusions noted in the above referenced standards.

4. Air Conditioners cannot be safely checked when the outside temperature has been below 60 degrees within 24 hours. The interior of the chimney flues and furnace heat exchangers are seldom fully visible thus not inspected, however their general condition may be noted.

Some items are checked by a sample as expressly and specifically identified in the inspections report and standards. The inspector is not required to move personal property, debris, furniture, equipment, carpeting or like materials, which may impede access or limit visibility. Major deficiencies and defects, which are latent or concealed, are excluded from the inspection. Equipment and systems will not be dismantled

5. The inspection report is not a compliance inspection for past or present codes, governmental or any other codes or regulations of any kind. COMPANY may indicate an item or system's estimated age and life expectancy but such estimates are general, and actual life performances may vary widely.

The inspection and report does not include or perform; air, soil, pest or material analysis and is not intended to address the possible presence of or danger from; mold, asbestos, radon, lead paint, ureaformaldehyde, toxic or flammable chemicals, water or airborne related illness or disease and all other similar or potentially harmful substances. The Customer is urged to contact a reputable specialist if information, identification or testing for the above is desired. In addition, the presence or absence of rodents, termites or other insects and/or vermin is not covered by this inspection.

6. This inspection report is not intended to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance or condition of any inspected structure, system or item. The inspection and report are not intended to reflect the value of the premises or to make any representation as to the advisability or inadvisability of the purchase or the suitability for use. This is a Basic Inspection, a technically exhaustive inspection which would be a minimum fee of \$2500.00 and would require up to 20 days to complete and process the report

7. The inspection report is not a certification of any kind. The COMPANY shall not be construed as insuring against any defects or deficiencies not contained in the inspection report and subsequently discovered by the CUSTOMER. The CUSTOMER understands and agrees that the COMPANY will not be able to observe every square inch of the structure; that the COMPANY could fail to see or note a defect; and that defects may exist at the time of the inspection that may not be detected by visual observation alone. CUSTOMER understands and agrees that systems or components can fail at any point in time, and that repairs or replacements may be needed at any time in the future, even including the day after the inspection. The CUSTOMER understands and agrees that the inspection report is not a warranty or guarantee of any kind (express or implied). The CUSTOMER has the right to purchase an Extended Warranty at an extra cost to them if so desired.

8. The CUSTOMER and the COMPANY agree that any dispute, controversy, or other claim arising from this Agreement, the Inspection or the Inspection Report shall be resolved informally between the parties or by arbitration through Construction Arbitration Services (CAS), and shall use the current "Standards of Practice"

of the National Association of Home Inspectors (NAHI) as a gauge of performance. The CUSTOMER understands and agrees that the maximum liability for COMPANY, its employees or agents, shall be limited to an amount not to exceed 1 ½ times the amount paid for the portion of the inspection service in dispute. This amount shall be deemed liquidated damages and the CUSTOMER agrees to accept this amount as full settlement for any and all claims and to sign a release of liability letter. COMPANY will not be held liable for any claims if repairs, replacements are made or money spent without notifying the COMPANY so it can re-inspect. The CUSTOMER is immediately to put in writing to the COMPANY, problems with the service. Communications must be consistent in that the party originally accompanying and/or contracting with the COMPANY will be the party resolving the problem.

In any action settled without favor to the CUSTOMER will mandate a payment of re-inspection time, fees, including but not limited to reasonable attorney's fees, and any other cost associated with the defense of such claim. If any portion of this agreement is found to be unenforceable by a court of law or an arbitrator, the remaining portions shall remain in full force and effect.

9. Payment is due upon completion of the on-site inspection. There will be a \$40.00 charge if any form of payment is subsequently dishonored. All legal and time expenses incurred in collecting due payments, returned checks, or unaccepted credit and payments, will be paid by the purchaser of the service. Any fee not paid within 30 days of the inspection will have a service charge of 1.5% monthly or 18% per annum added to the inspection fee.


This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by both parties. This agreement shall be binding upon and enforceable by the parties, and their heirs, executors, administrators, successors and assigns.

The CUSTOMER authorizes the COMPANY to disclose any or all items in the report with the parties involved with the transaction by initialing (YES) or unless otherwise noted by initialing (NO):

YES _____ NO _____

THE ABOVE AGREEMENT, PAGES 1,2 AND 3 HAVE BEEN READ AND IS UNDERSTOOD AND AGREED TO:

CUSTOMER



FOR THE COMPANY