



## THIS CONTRACT LIMITS OUR LIABILITY – PLEASE READ CAREFULLY

**THIS AGREEMENT IS BETWEEN THE CLIENT LISTED ON PAGE 2 AND METROPOLITAN HOME INSPECTION SERVICES**

I (Client) hereby request a limited visual inspection of the structure at the address named on page 2 of this contract, for my sole use and benefit. I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have.

### SCOPE OF THE INSPECTION

The scope of the inspection and report is a ,limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with the generally accepted Standards of Practice, as set forth by the American Society of Home Inspectors (ASHI), for which a copy are included with the report. **The scope of the inspection is limited to the items listed within the report pages INDICATED AS INCLUDED on the bottom of the Key page.**

### OUTSIDE THE SCOPE OF THE INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing, or any other thing is not included in this inspection.

The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of inspection.

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

- Building code or zoning ordinance violations.
- Geological stability or soils condition.
- Structural stability or engineering analysis.
- Termites, pests or other wood destroying organisms.
- Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards.
- Building value appraisal or cost estimates.
- Condition of detached buildings.
- Pools and Spas bodies and underground piping.
- Specific components noted as being excluded on the individual system inspection forms.
- 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 lock controls.
- Water softener/purifier systems or solar heating systems.

- Furnace heat exchangers, freestanding appliances, security alarms or personal property.
- Adequacy or efficiency of any system or component.
- Prediction of life expectancy of any item.
- Some of the items listed above may be added as additional inspections, for additional fees. Check with the inspector.

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

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any trade. If your inspector recommends consulting other specialized experts, client must do so at client's expense.

**CONFIDENTIAL REPORT:** The inspection report to be prepared for Client is solely and exclusively for Clients own information and may not be relied upon by any other person. Client agrees to maintain confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement of the inspection report. Client agrees to indemnify, defend and hold Inspector harmless from any third party claims arising out of Clients unauthorized distribution of the inspection report.

**ATTORNEY'S FEES:** The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorney's fees, arbitrator fees and other costs.

**SEVERABILITY:** Client understands and agrees that any claim 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 ten business days of discovery. Client further agrees that with the exception of emergency conditions, Client or Clients agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to re-inspection by the Inspector. Client 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.

**CONTRACT CONTINUES ON BACK OF THIS PAGE**

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**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 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 on the Award may be entered in any Court of competent jurisdiction.

I have read and agree to the above Clause: \_\_\_\_\_

**LIMITATION ON LIABILITY**

**INSPECTORS LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. THE LIABILITY OF INSPECTOR'S PRINCIPALS, AGENTS, AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANY KIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENTS SPOUSES, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.**

Client's Initials: \_\_\_\_\_

Client understands that if Client wants an inspection WITHOUT A LIMIT ON LIABILITY TO A REFUND OF THE FEE PAID for the inspection, Client may pay an additional fee to receive a report without the limitation.

Address: \_\_\_\_\_ Report #: \_\_\_\_\_

Client: \_\_\_\_\_

Client, please initial your choice below:

\_\_\_\_\_ **I DO NOT AGREE** to pay an additional fee to remove the limit of liability to a refund of the fee paid.

\_\_\_\_\_ **I DO AGREE** to pay an additional fee of \$3000.00 to remove the limit of liability to a refund of the fee paid.

**PERMITS**

\_\_\_\_\_ **I DO NOT AGREE** \_\_\_\_\_ **I DO AGREE** to

pay an additional fee of \$\_\_\_\_\_ for inspector to research and provide all building permits that appear on the municipal records for the above property.

LIMITED LIABILITY INSPECTION FEE: \$ \_\_\_\_\_  
ADDITIONAL FEE FOR REMOVAL OF LIMITATION: \$ \_\_\_\_\_  
FEE: \$ \_\_\_\_\_  
PERMIT RESEARCH FEE: \$ \_\_\_\_\_

TOTAL INSPECTION FEE: \$ \_\_\_\_\_

**By signing below you acknowledge that you have read, understand and agree to the scope of the inspection and agree to all of the terms and conditions of this contract. You also agree to pay the fees listed above.**

Client: \_\_\_\_\_ Dated: \_\_\_\_\_

Client: \_\_\_\_\_ Dated: \_\_\_\_\_

Inspector: \_\_\_\_\_ Dated: \_\_\_\_\_

**THIS CONTRACT ALSO INCLUDES THE FRONT OF THIS PAGE**