

Cellar to Ceiling Home Inspection Services, LLC

INSPECTION AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT AND CONTAINS AN ARBITRATION CLAUSE

PLEASE READ IT CAREFULLY

Client:
Property Address:
Total Inspection Fee:

Report #:

This Inspection Agreement contains the terms and conditions of your (the Client) contract with Cellar to Ceiling Home Inspection Services, LLC (the Company) for an Inspection of the Property at the above address. This Inspection Agreement contains limitations on the scope of the Inspection, remedies and liability. Please read it carefully. By signing below, Client represents and warrants that Client has secured all approvals necessary for the Company to conduct the Inspection of the Property. Client also warrants they will read the entire Inspection Report when received and shall promptly call with any questions or concerns client may have regarding the Inspection or Inspection Report. This Inspection is being performed for the exclusive use and benefit of the Client, and the Inspection, including the written Report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

1. INSPECTION AND DUTIES

The Company agrees to perform a limited visual Inspection of the systems and components included in the inspection as they exist at the time of the inspection and for which the Client agrees to pay a fee. The Inspection will be performed in accordance with the Standards of Practice of the **NAHI National Association of Home Inspectors**, which are included in your binder, and is limited by the limitations, exceptions and exclusions so stated in the Standards of Practice and this Agreement. If he state where the inspection is performed imposes more stringent standards or administrative rule, then those state standards shall define the standard of duty and, the conditions, limitations and exclusions of the inspection. You agree that if the Company recommends further evaluation or review of a condition noted in the Inspection Report that you will do so before the end of any inspection contingency and prior to closing. The inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed system and components of the property existing at the time of the inspection. Latent and concealed defects are excluded from the inspection.

2. DISCLAIMER OF WARRANTY

Client understands and agrees that the Inspection and Inspection Report do not, in any way, constitute a/an: (1) guarantee, (2) warranty of merchantability or fitness for a particular purpose, (3) express or implied warranty, or (4) insurance policy. Additionally, neither the Inspection nor Inspection Report are substitutes for any real estate transfer disclosures which may be required by law. The parties agree and understand the inspector is not an insurer or guarantor against defects in the structure items, components or systems inspected. The inspector makes no warranty, express or implied, as to the fitness for use, condition, performance or adequacy of any inspected item, component, or system. This inspection does not determine whether the property is insurable.

3. NOTICE AND STATUTE OF LIMITATIONS

Client agrees that any claim, for negligence, breach of contract or otherwise, be made in writing and reported to Company within ten(10) business days of discovery. Client further agrees to allow Inspector the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions, before Client or Client's agents, employees or independent contractors repairs, replaces, alters or modifies the claimed discrepancy. Client understands and agrees that any failure to notify Inspector as stated above shall constitute a waiver of any and all claims Client may have against Inspector. The client further agrees that the inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or state law. Further more any legal action must be brought within (2) years from the date of the inspection or will be deemed waived and forever barred. **Exclusions of systems normally inspected any part of the home that is not visible or accessible, or unsafe to enter or may cause damage to the home or the components effectiveness. The inspector reserves the total control in the decision of what is unsafe to enter or accessible and visible to examine. Any component and it's operation if utilities are not turned on including electric, gas, and water, to include plumbing, heating, cooling, electrical services. Readily accessible systems and components: only those systems and components where the inspector is not required to remove personal items, furniture, equipment, soil, snow, or any other items which obstruct access or visibility. Installed system and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.**

4. ENVIRONMENTAL AND HEALTH ISSUES

The Client specifically acknowledges that a Property Inspection is NOT an Environmental Survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include but are not limited to asbestos; radon; lead; urea formaldehyde; mold; mildew; fungus; odors; noise; toxic or flammable chemicals; water or air quality; PCB's or other toxins; electro-magnetic fields; underground storage tanks; proximity to toxic waste sites; carbon monoxide. You agree to hold the Company and Inspector harmless for any injury, health risk or damage caused or contributed to by these conditions.

5. LIMITATIONS, EXCEPTIONS AND EXCLUSIONS

The Inspection only includes those systems and components expressly and specifically identified in the Inspection Report. The Inspection limitations, exceptions and exclusions in the Standards of Practice are incorporated herein. In addition, any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or in any other fashion is excluded. The Inspection does not include any destructive or technically exhaustive testing or dismantling. The following systems and components and areas are among those NOT included in the Inspection or Inspection Report:

- Latent or concealed defects, compliance with code or zoning ordinances or permit research or system or component installation or recalls.
- Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing.
- Termites or other wood destroying insects and or organisms, rodents or other pests, dry-rot or fungus; or damage from or relating to the preceding. This exclusion is deleted if the Client has the Company perform wood destroying organism inspection for an additional fee.
- Private water, sewage systems, water softeners or purifiers, radiant heat systems or solar heating systems.
- Pools, spas, hot tubs, saunas, steam baths, fountains or other types of or related systems and components.
- Repair cost estimates or building value appraisal.
- Thermostatic or time clock controls, radio controlled devices, automatic gates or elevators, lifts, dumbwaiters.
- Free standing appliances and gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks. Furnace heat exchangers.
- Seismic safety, security or fire safety systems or security bars and/or safety equipment.
- Any adverse condition that may affect the desirability of the property including but not limited to proximity to railroad tracks or airplane routes, boundaries, easements or rights of way, adjoining properties or neighborhood.
- Unique/technically complex systems or components, system or component life expectancy or adequacy or efficiency of any system or component.

Additional Terms, Conditions and Limitations: systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation security and protection systems household appliances humidifiers paint wallpaper and other treatments to Windows interior walls ceilings and floors; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water Wells; heating systems assessors; solar heating systems; sprinkling systems; water softener; central vacuum systems; telephone, intercom or cable TV systems; antenna, lightning arrestors, trees or plants; governing codes, ordinances, statutes and covenants and manufacturer specifications. client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these items, or systems and conditions of the written report are informal only and DO NOT represent an inspection.

6. GOVERNING LAW & SEVERABILITY

This Agreement shall be governed by Wisconsin law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

7. RECEIPT OF REPORT

The Company's agreement to perform the Inspection is contingent on Client's agreement to the provisions, terms, conditions and limitations of this Agreement. If this Agreement is not signed by Client prior to or at the time the written Inspection Report is provided to the Client and Client objects to any of the terms of this Agreement, Client shall return the written Inspection Report to the Company within seven (7) days and any fee that has been paid will be refunded to the Client. Failure to return the written Inspection Report and payment of the fee shall constitute the full acceptance of all of the terms of this Agreement by Client.

8. OTHER SERVICES

It is understood and agreed to by the parties hereto that all the provisions, limitations, exceptions and exclusions of this agreement shall apply to any optional services entered into by the parties.

9. ENTIRE AGREEMENT, MODIFICATION & 3rd PARTIES

This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties and supported by valid consideration. The inspection and report are prepared for the sole and exclusive use and possession of the client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person not party to this Agreement, makes any claim against the inspector, it's employees or agents, arising out of the services performed by inspector under this Agreement, the client agrees to indemnify, defend and hold harmless inspector from any and all damages expenses, costs and attorney fees arising from said claim. The inspection will not include an appraisal of the value or a survey. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

10. DISPUTE RESOLUTION - ARBITRATION CLAUSE

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability 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 thereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction.

11. DISPUT RESOLUTION FORUM; inspector and client and any other person claiming to have relied upon the inspection report specifically agree that any controversy or claim arising out of or relating to the inspection under this contract, or breach thereof, shall be resolved exclusively by arbitration in accordance with the Wisconsin Association of home inspectors (WAHI) Dispute Resolution Program, as in effect on the date such controversy or claim arises, which is currently administered by Resolute Systems Inc., subject to the applicable Wisconsin And the Administrative Rules. Client retains the right to report home inspection problems to the Wisconsin department of regulation and licensing. Information about WAHI Dispute Resolution Program, including costs, fees, Rules and Procedures are available through:

Resolute Systems Inc.
1550 North Prospect Avenue Milwaukee, Wisconsin 53202
Phone 414 276 4774 extension 124 Toll Free 800 776 6060 Extension 124
Facsimile 414-270-0932 Email address info@ResoluteSystems.com

if the client feels that there was some deficiency or flaw in the inspection, he or she shall contact the inspector and meet at the proper to you. The purpose of this meeting is to discuss the problem and allow the inspector a chance to observe the problem firsthand, as it was discovered, without alteration or repair. If you have problems with the inspection, call the inspector right away.

I have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed above.

Dated _____ Signature of Client _____
(One signature binds all)

Dated _____ For [DB:Company.Company Name] _____