

# A AAA AFFORDABLE HOME INSPECTIONS, LLC

## Pre-Inspection Agreement

Inspector: Stephen R. Capo

386-216-3398

Website: [affordablehomeinspect.net](http://affordablehomeinspect.net)

Email: [steve@affordablehomeinspect.net](mailto:steve@affordablehomeinspect.net)

The address of the property is \_\_\_\_\_.

Fee for the home inspection is \_\_\_\_\_.

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between Stephen R. Capo (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties". The Parties Understand and Voluntarily Agree as follows:

The Inspector agrees to perform a visual inspection of the home in accordance with the Standards of Practice of the International Association of Certified Home Inspectors (InterNACHI) and to provide Client with a written inspection report identifying the defects that Inspector both observed and deemed material. Inspector may offer comments as a courtesy, but these comments will not compromise the bargained-for report. The report is only supplementary to the seller's disclosure. In addition, some property components are inspected on a random sampling

of like items, i.e., electrical outlets, windows, doors, etc. Therefore not every defect may be identified.

While the inspector has contracted to provide diligence with respect to reporting and observation, it must be understood that inaccessibly, concealed areas and household contents present at the time of inspection make it impossible to provide a complete assessment of all structural and mechanical conditions. Hidden or obstructed defects may not be observed and deemed material.

The Inspector will not attempt to access areas which are deemed to be hazardous or travel through areas which might result in damage to the subject property.

Client understands that Inspector will not be testing for the presence of Radon – a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, Client understands that Inspector will not be testing for mold. Client understands that Inspector will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.

The client understands, accepts and agrees the Inspector does not impliedly or expressly warrant or guarantee its Home Inspection, Home

Inspection Report, or the condition of the subject property, other than the 100-day Limited Inspection Coverage provided by Mountain Association.

This Inspection Report is confidential and exclusive for the private use of the Client. The Client understands, accepts and agrees that A AAA Affordable Home Inspections, LLC does not impliedly or expressly warrant or guarantee its Home Inspection, Home Inspection Report, or the condition of the subject property. Damages for any claimed deficiency in the Home Inspection of the property to discover potential defects shall be limited to the fee charged for the inspection.

We encourage the client to be present at the inspection. This will enable the inspector to point out specific observations, as well as help the client understand any comments provided in the Home Inspection Report.

Inspector does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place.

In the event of a claim against Inspector, Client agrees to supply Inspector with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release Inspector and its agents from any and all obligations or liability of any kind. The Inspector does not inspect for

compliance with building codes or regulations of any governmental body, entity or agency.

In the event that any dispute arises out of or relates to the Home Inspection performed or Home Inspection Report issued under this agreement, it is mandatory that such dispute be submitted first to arbitration for resolution in writing within one (1) year of the Home Inspection. A Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. You and we would have a right or opportunity to litigate disputes through a court and have a judge or jury decide the disputes but have agreed instead to resolve disputes through mediation and binding arbitration.

Payment constitutes acceptance of this agreement.

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Inspector Signature

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Client Signature

