



My Home Inspector
28027 187th Ave. SE
Kent, WA. 98042-5436
 PH. 253-653-2782 FAX 253-639-4976

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT... PLEASE READ CAREFULLY.

Client: John & Mary Homebuyer	Report #: WEB PAGE
Address: 1234 Oldhouse Ln. S.	<u>Subject Property</u>
City/State/Zip: Home City, WA 98999	1234 Newhome Ln. S
	Home City, WA 98999

I/We (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by My Home Inspector, (Inspector), for my/our sole use and benefit. I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are 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.

Initial Here _____

SCOPE OF 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 generally accepted standards of practice, a copy of which is available upon request.

OUTSIDE SCOPE OF INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, 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 the inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

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

- Specific components noted as being excluded on the individual systems 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 clock 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
- 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
- Pool or spas bodies and underground piping

(Some of the above items may be included in this inspection for additional fees - check with your inspector)

A roof pitch of greater than 6/12 or is deemed unsafe to walk on by the inspector will be viewed from the ground or from a ladder.
 A roof inspection of this type is limited in scope.

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

I HAVE READ AND AGREE TO THE ABOVE SCOPE OF INSPECTION..

My Home Inspector

Contract continued

Client: John & Mary Homebuyer

Report #: WEB PAGE

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ARBITRATION: Any dispute, controversy, or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any 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.

Signature of Client _____ Date _____

Signature of Inspector _____ Date _____

USE BY OTHERS: Client promises Inspector that client has requested this inspection for Client's own use only and will not disclose any part of the inspection report to any other person with these exceptions ONLY: one copy may be provided to the current seller(s) of the property for their use as part of this transaction only, and one copy may be provided to the real estate agent representing Client and/or bank or other lender for use in Client's transaction only.

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

SEVERABILITY: Client and inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES: 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 Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a 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.

RE-INSPECTION FEES: A fee of \$150.00 will be charged for re-inspecting any improvements or changes made due to requests by the client, client's agents, client's insurance company, or client's financial institution.

LIMITATIONS ON LIABILITY

INSPECTOR'S 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 CLIENT'S 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.

MY HOME INSPECTOR HAS AN AFFILIATION WITH THIRD-PARTY SERVICE PROVIDERS IN ORDER TO OFFER VALUE-ADDED SERVICES TO OUR CLIENT(S). THE COMPANY MAY ALSO ARRANGE FOR THESE THIRD-PARTY SERVICE PROVIDERS TO SEND LITERATURE OR MAKE POST-INSPECTION CONTACT WITH YOU, OUR CLIENT(S).

I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITION OF THIS CONTRACT AND AGREE TO PAY FEE LISTED.

HOME INSPECTION FEE: \$425.00
ADDITIONAL SERVICES:

Signed: _____ Date: _____

WDO INSPECTION FEE: \$75.00
TOTAL INSPECTION FEES: \$500.00

Signed: _____ Date: _____

Signed: _____ Date: _____

Inspector

PAYMENT: