



# Patch Independent Home Inspections, LLC. Home Inspection Agreement

The address of the property is: \_\_\_\_\_  
Fee for the home inspection is \$ \_\_\_\_\_xxx.00 \_\_\_\_\_INSPECTOR acknowledges receiving a deposit of \$ \_\_\_\_\_ from CLIENT.

THIS AGREEMENT made this \_\_\_\_\_xxh\_\_\_\_ day of \_\_\_\_\_MONTH \_\_\_\_\_, 2009\_, by and between

Patch Independent Home Inspections, LLC – Rick A. Harrington (Hereinafter “INSPECTOR”) and the undersigned (hereinafter “CLIENT”), collectively referred to herein as “the parties.” The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR **agrees** to perform a visual inspection of the home/building 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 comprise the bargained-for report. The report is only supplementary to the seller’s disclosure.
2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.
3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR’S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.
4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney’s fees and expenses and payments arising out of or related to the INSPECTOR’S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
5. 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, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing or noted here:
6. 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.
7. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

\_\_\_\_\_  
**Clients initials**



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8. Payment of the fee to INSPECTOR (less any deposit noted above) is due at closing on December 10 or cancellation of contract. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

9. By signing this agreement you authorize Brink's Home Security to call you at the phone number you have provided to discuss a special alarm system offer.

10. Any dispute, controversy, interpretations 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 thereunder shall be the final and binding judgment on the Award may be entered in any Court of competent jurisdiction.

#### Limitations and exclusions:

Client is advised , that unless specified in the report,,1, INSPECTOR does not inspect: items other than those listed in the Standards of Practice of (ASHI, INTERNACHI, ) anything buried, hidden, latent or concealed, cosmetic or aesthetic conditions, automated or programmable control systems, automatic shut-off, photoelectric sensors, timers, clocks, metering devices, signal lights, lighting arrestors, remote controls, security or data distribution systems, (2) INSPECTOR does not report: past repairs that appear judged by the inspector to be effective and workmanlike, finish damages that are unlikely to affect performance or unrelated to water penetration,(3) INSPECTOR does not determine: the priority, significance or ramification of deficiency discovered, conditions prior or subsequent to inspection, insurability, warrant ability, habitability, adequacy, capacity, reliability , marketability, operating costs, recalls, life expectancy, age, insulation characteristics, energy efficiency, thermostatic operation, code compliance, utility sources, manufacturer or regulatory requirements, presence of pests or wood destroying organisms, presence of radon, presence absence or risk of any environmental pathogen, any electromagnetic or electrical issues, toxin or poisons, types of wood, preservative treatment or fastener compatibility.(4) INSPECTOR DOES NOT warrant or guarantee any absence of leakage throughout the home or issues in crawl spaces, future performance of any item. (5) INSPECTOR does not operate or inspect key codes, stop valves, sump pumps, walk on roofs 10feet from ground, access roofs that are slippery or where additional damage could occur, drain systems, review historical records, review plumbing materials, review electrical materials, or enter crawl spaces lower than 18 inches below joists. Many more limitations and exclusions are contained in the Inspector Standards of practice, report and addenda.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

*Rick A Harrington*

FOR INSPECTOR

CLIENT OR REPRESENTATIVE