

Harris Property Inspections

Pre-Inspection Contract

Please Read Carefully

Address of Inspection: _____ City: _____ State: _____ Zip Code: _____

This is a legally binding contract made on this _____ **day of** _____ **20** _____ by and between **Harris Property Inspections**, hereafter called “**COMPANY**” and _____ hereafter called “**CLIENT**” (S) which details the conditions, terms, limitations and exclusions upon which the **CLIENT** has engaged **COMPANY** to perform an inspection of the address stated above.

It is important for the **CLIENT** to understand exactly what the inspector is able to do for the **CLIENT** and what the limitations are in the inspection process. For example, the inspector will not move furniture or stored items, lift carpeting or dismantle any items, systems or equipment.

The parties agree to the following:

- 1. COMPANY agrees to perform a visual inspection of the subject property and to provide CLIENT with a computer generated inspection report identifying the major deficiencies. This inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. The inspection includes the items and systems expressly and specifically identified as follows and as provided in the inspection report. FOUNDATION, ELECTRICAL, CENTRAL HEATING, GENERAL EXTERIOR, GENERAL INTERIOR, ATTIC, BASEMENT/CRAWL SPACE, FRAMING, PLUMBING, CENTRAL AIR CONDITIONING, & ROOFING.** Air conditioning systems will not be inspected or operated in the cooling mode when the exterior temperature has been below 65 F, 24 hours prior to the inspection. Heat pumps will not be inspected or operated in the heating mode when the exterior temperature has been above 65 F, 24 hours prior to the inspection.
- 2. If the CLIENT chooses to have a “STRICTLY STRUCTURE” inspection performed, only the following will be inspected: EXTERIOR: structure only (sidewalls and roof lines). Excludes roof and sidewall coverings, windows, gutters, downspouts, chimneys and any other exterior item. Basement/Crawlspace: support system only, which includes sill plates, support columns, foundation walls and floors, floor joists and girders. Excludes all systems, utilities, mechanicals and all other items in the basement/crawlspace. Attic: joists, rafters, trusses, visible roof sheathing and ventilation only. Excludes all inaccessible areas and all other items in the attic.**
- 3. If CLIENT chooses to have any of our optional services performed, i.e. radon or water testing only then these areas or items will be addressed solely and specifically as indicated on the client invoice and report itself.**
- 4. CLIENT agrees to pay COMPANY in full in the amount stated on the client invoice. Payment is due upon completion of the on-site inspection. There will be a \$20.00 charge if any form of payment is subsequently dishonored. All legal expenses incurred in collecting outstanding amounts or returned checks will be paid by CLIENT. Any fee not paid within 30 days of the inspection will have a service charge of 1.5% monthly of 18% per annum added to the inspection fee. CLIENT hereby understands that the inspections being conducted are to visible and easily accessible areas only. The inspector will not comment on inaccessible areas or systems. The inspector shall be the sole judge of whether or not to enter any space with limited access or safety concerns. Upon judgment of COMPANY inspector, any areas deemed inaccessible by the inspector may be re-inspected by COMPANY only after safe access has been created by others and the appropriate re-inspection fee is paid to COMPANY. The CLIENT is responsible to contact COMPANY to arrange a re-inspection date. COMPANY reserves the right to modify the inspection report as necessary up until the time of closing. CLIENT is encouraged to attend and participate in the inspection. CLIENT accepts full responsibility for their personal safety in participating in the inspection. Should CLIENT choose not to attend or participate CLIENT will be responsible for reporting any questions or concerns CLIENT may have to COMPANY prior to the inspection. CLIENT understands the inspection deals with a large amount of verbal information which may not appear on the written inspection forms. CLIENT will contact COMPANY with any questions CLIENT may have with respect to the reported information prior to the closing. CLIENT agrees to read the entire report. CLIENT accepts the responsibility of conducting a pre-closing inspection of the property inspected. CLIENT understands that the conditions of the structure may change after the inspection, and may reveal additional information, which was hidden or otherwise not apparent at the time of inspection. CLIENT also accepts the responsibility of the following through with specialists or licensed individuals as recommended or implied in the inspection report. This should be performed prior to the closing date.**

5. Service: The inspection and report will be carried out in compliance with the Commonwealth of Massachusetts 266 CMR 6.00 Standard of Practice for Home Inspections or General Statutes of Connecticut Chapter 400f – Home Inspections Section 20-492a (b) a copy will be attached to your report. This report reflects the conditions of the Readily Accessible and Observable items noted at the time of the inspection. It shall be fully understood that the condition that existed at the time of the inspection are subject to change through no fault of or omission of our examination or report. That is, the dwelling is in a constant state of change, it is normal, and to be expected, that even with proper maintenance, the equipment and materials will continue to deteriorate and depreciate over time. The inspection report is completed off site and will be emailed to **CLIENT** or **CLIENT'S** representative within 48 hours. Laboratory results however generally take approximately one week from the inspection date. This time frame may conflict with **CLIENT'S** Purchase and Sales Agreement response time. **CLIENT** is responsible to obtain any extensions if required. The inspection performed pursuant to this agreement is not for the purpose of determining compliance with any applicable past or present governmental, municipal, state, or local codes or regulations of any kind and must not be relied upon as such. The inspection and report are not to be used as a guarantee or warranty, expressed or implied regarding the adequacy, performance or condition of any inspected structure, item, or system. The inspection report is also not a certification of any kind. **COMPANY** cannot eliminate all of the **CLIENT'S** risks in purchasing. There are warranty programs, which may be obtained to assure **CLIENT** against failure of some of the major systems of the house. A Realtor or the local yellow pages may be of assistance in this regard.

6. Confidentiality: The contents of the **CLIENT'S** report are confidential and shall not be disclosed to any other party without the **CLIENT'S** express approval and written authorization. Neither the contents of the inspection report or any representations made herein are assignable without the express written consent of **COMPANY**. **CLIENT** authorizes **COMPANY** to release a copy of the inspection report and/or laboratory results or discuss findings of said report or laboratory results to:

7. Exclusions and Limitations: Unless indicated on the Client Data Sheet the following items and systems are not inspected or included and are specifically excluded. **CLIENT** acknowledges and agrees that this inspection report and findings are limited in nature and scope, and that the following are not included in the inspection. Any and all inaccessible areas, fences, vacuum systems, heat exchangers, recreational facilities, storm windows, sewage ejection or grinding systems, cosmetic items, low voltage electrical systems, generators and auxiliary systems. Underground storage tanks or utilities, subsurface drainage systems, termite and wood destroying insects and detached buildings, any and all latent or concealed defects, deficiencies and conditions. Any and all environmental hazards, defects, and conditions (including: radon, asbestos, lead paint, lead water pipes, lead solder, urea formaldehyde, toxic wastes, mold, electromagnetic fields, polluted water and air). The extent of damage in defective areas, household appliances, free standing heating stoves, humidifiers, air purifiers, motorized dampers, solar heating and hot water systems. Insulation effectiveness, fire escapes, elevator components and shafts, internal gutter and downspouts systems, air quality analysis, concealed wiring, electronic air cleaners, the toxicity and combustibility of all materials and finishes. Code compliance, chimney flues, through- wall or window air conditioners, fire sprinkler systems, fire and smoke detection systems, concealed insulation, locks and security devices, acoustical tests, automatic smoke vent dampers, buried fuel tanks, heat loss analysis, fan driven exhaust systems, for central heating flues. Subsurface soil conditions below and surrounding the building, exterior plumbing components (including, private sewer systems, buried pipes, connection to public sewer lines, sprinkler systems, swimming pools and equipment). Water supplies (including: water wells, water conditioning equipment, water quality, volume of well water), ancillary electrical systems (including: TV cable systems and antennas, intercom systems, lightning protection systems, heating cables, doorbell systems, fire alarm systems, security systems and telephone systems).

PLEASE NOTE THAT ANY INFORMATION ON THE EXCLUDED ITEMS ABOVE PROVIDED TO YOU ON THE INSPECTION REPORT IS FURNISHED AS A RESULT OF AN OBVIOUS OR GLARING PROBLEM NOTICED BY THE INDIVIDUAL INSPECTOR OR SIMPLY FOR YOUR INFORMATION.

8. Notification of claims clause in the event that a claim ensues from the inspection. The **COMPANY** and its agents require the following:

1. Notification of any adverse conditions must be made fourteen (14) days of discovery of said conditions.
2. The **COMPANY** and its agents shall have the right to inspect said conditions within a reasonable period of time.
3. The **COMPANY** and its agents will be allowed to remedy, repair, or replace said conditions if **COMPANY** chooses to do so.

Failure to conform to the above conditions would make any and all contracts concerning the inspection of this property null and void, and the **COMPANY** shall be released from all obligations imposed hereunder.

9. **ARBITRATION:** Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by Inspector, the Inspection Report provided to the Client by Inspector, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the Inspector hereunder, shall be submitted to arbitration in accordance with the applicable rules of Construction Dispute Resolution Services, LLC.

I AGREE: _____

10. ENFORCEMENT FEES AND COSTS: Any party failing to follow the DISPUTE RESOLUTION process identified above, shall be liable for all fees and costs associated with compelling/enforcing compliance with the DISPUTE RESOLUTION process.

11. Severability: If any provision of this contract is declared invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this agreement shall remain in effect and shall **NOT** be effected thereby except as necessary to adjust for the invalidated provision.

12. Acknowledgment: a.) The inspection is performed for the sole, confidential, and exclusive use and possession of the **CLIENT**. Neither the contents of the report nor any representations made herein are assignable without the express written permission of the **COMPANY**. And any reliance thereon by any party other than the **CLIENT** named herein is prohibited. b.) Any and all recommendations represent the opinions of the **COMPANY** or its agents. Any and all visual problems observed should be verified with the appropriate contractor, electrician, plumber, etc. for code compliance and cost estimates.

13. Whole Agreement: This contract represents the entire agreement between the **COMPANY** and the **CLIENT**. The **CLIENT** acknowledges that they have read and understood the scope and limitations of this inspection and, on that basis, agree to all of the terms, limitations, and exclusions contained herein.

14. The client has agreed to assume all the risks for all conditions that are concealed from view at the time of the inspection or exists in any area excluded from inspection. In-addition, the **client** has agreed that inspection of the excluded items shall be performed, detected and evaluated by "other specialist" of their choice and hire.

15. Disclosure: Most states require seller discloser statements. You should obtain such if applicable and provide a copy to the inspector. This document is very important, after all, who knows more about the building than the present owner does?

You may not assign this Agreement. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so for all Clients and/or intended beneficiaries.

I/we understand and agree to all the terms on all pages of this contract.

Inspection Type: Structural & Mechanical: _____ Structural Only: _____ Mechanical Only: _____ Other: _____

Client agrees to release copies of the home inspection report to: _____

The agreed upon price of the inspection is: \$ _____

Client Signature: _____ **Date** _____

Authorized Client Representative's Signature: _____ **Date** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____ **Phone:** _____

Email Address: _____

Licensed Company Inspector Signature: _____ **Date** _____

Licensed Associate Inspectors Signature: _____ **Date** _____

Payment Type: _____ Cash _____ Check _____ Money Order