



PRE INSPECTION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

THIS AGREEMENT made and entered into by and between _____ referred to as Company”, and _____ and _____ referred to as “Client”.

In consideration of the promises and terms of this Agreement, the parties agree as follow:

1. Company agrees to conduct a visual inspection of the readily accessible areas of the building known by and numbered as _____ City/County, State and to provide a written inspection report CONCERNING THE CONDITIONS AT THE TIME OF THE INSPECTION ONLY. Detached structures are excluded unless otherwise agreed to in writing. This inspection will be performed on a day and time mutually selected by the parties.
2. The Client agrees to pay to the Company the following sum for professional services at or before the time of the inspection:
\$ _____ Building inspection, \$ _____ termite inspection, \$ _____
Other Service \$ _____ Total Fee \$ _____
3. Company will perform a visual inspection of the readily accessible areas of the major systems and components of the building. Systems to be inspected include: foundations and structures; exteriors; interiors; roofing; electrical; central heating; central air-conditioning (weather permitting); insulation and ventilation. Inspector will not be required to move furniture, appliances, floor covering, storage or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions. Company is also not required or expected to scrape paint or other wall coverings.
4. The parties agree that the American Society of Home Inspectors, Inc. (ASHI) “Standards of Practice” shall define the standard of duty and the conditions, limitations, and exclusions of the inspection. Client may review or obtain a copy of the ASHI Standards from the Company on request at any time including before the signing of this Inspection Agreement.
5. Systems 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, soil contamination, other environmental hazards, pest infestation; security systems; appliances; concealed or underground electric or plumbing; systems which are shut down or otherwise secured; private sewer systems; water wells; heating system accessories; solar heating systems; zoning or other ordinances; or building codes conformity. The Client understands that these systems and conditions and information about them are excluded from this Inspection and Report. Any general comments, which may appear about these systems and conditions, are provided as a courtesy only and do not represent or form a part of the inspection.

Radon testing, termite inspection, mold testing, and water testing are excluded from the building inspection unless the parties expressly agreed to otherwise in paragraph NO. 2 of this Agreement and paid for by the Client

6. The parties agree and understand that Company and its inspector is neither an insurer nor guarantor against defects in the building and improvements, systems or components inspected. Company makes no warranty, express or implied, as to the fitness for use or condition of the systems or components inspected.

7. Company will provide to the Client its written Report within a reasonable time following the completion of the inspection. The inspection results are not completed until the written report is prepared and delivered. The inspection shall not be performed and the Report will not be delivered until this Agreement is executed by the Client and given to the Company.
8. The parties agree to arbitrate any claim, which may arise out of the performance of this Agreement in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. A written demand for arbitration shall be filed with the American Arbitration Association and the other party. Any such claim shall be waived unless the demand for arbitration shall be made within 90 days from the inspection date.
9. The parties agree that Company's liability for any claim which may arise out of the performance of this Agreement shall be limited to the price of the inspection only, which shall be Client's sole and exclusive remedy against Company or its agents or employees.
10. Client guarantees Company a right to examine the subject matter and area of any claim and offer a resolution prior to Client's performance of remedial measures (except in the event of an emergency, or to protect for personal safety, or to reduce or avoid damage to property). This is a condition precedent to Client's claim.
11. If Client is married, Client represents the actual authority to sign for Client's spouse.
12. The Inspection and Report is for the sole and exclusive use of the Client; the Report is non-transferable.
13. This Agreement represents the entire and integrated Agreement between the parties. This Agreement shall be amended only by written Agreement signed by both parties.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES IN ACCORDANCE WITH APPLICABLE LAW.

By: Advanced Inspection Service Inc.

Client Date

Client Date