



213 Belray Dr, Newport News, VA 23601 (757-778-7099) VA DPOR License #3380000940 Expires Jul 2019

HOME INSPECTION AGREEMENT

Clients Name(s): Customer One

Clients Current Address: Anyplace USA

Clients Current Phone Number: 123-456-7890

Property To Be Inspected Information:

Address of Property: New Home VA, 23601

Date/Time of Inspection: 08/08/2017 @ 0900 AM

Listing Realtor: ERA One

Customers Realtor: ERA Two

Home Style: Single Family

Date Home Was Built: 1979

Estimated Square Footage: 1500 sqft

Number of Floors: One

Garage (Y/N): Yes / Attached

Crawlspace (Y/N): Yes

Decks/Patios/Porches (Y/N): Yes

Occupied (Y/N): No

Will the homeowner be present (Y/N): N/A

The terms below govern this agreement:

1. This is an Agreement between the undersigned Client, and ACD Home Inspections LLC (also known as “The Inspector”), pertaining to our inspection of the Property at the address listed above.
2. We will provide you, within 24 hours, a written report identifying the defects that we (1) observed and (2) deemed material. The report is only supplementary to the seller’s disclosure.
3. You will pay the inspector \$ for our inspection services, which will be required before inspection report will be delivered unless other arrangements are made at the time of the inspection.
4. We will perform a visual inspection of the apparent condition of readily accessible, installed systems, and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection of the home/building.
5. The parties agree that the “Standards of Practice” shall in accordance with the current Virginia Standards of Practice (SOP’s). These standards of practice can be seen by going to the State Of Virginia’s, Board For Asbestos, Lead, and Home Inspectors:



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<http://law.lis.virginia.gov/admincode/title18/agency15/chapter40/section130/>

6. The home inspection does not include a review for compliance with regulatory requirements (Virginia Uniform Statewide Building Code or other codes, regulations, laws, ordinances, etc.).

7. Exclusions:

a. The following categories are not covered by this home inspection:

- The condition of systems or components that are not readily accessible (See Item 7.b below)
- Additional tests to determine type of mold.
- The presence of environmental hazards or any potential dangers arising from the presence of toxins, carcinogens, noise, asbestos, lead-based paint, radon, and contaminants in soil, water, and air.
- The remaining life of any system or component.
- The strength, adequacy, effectiveness, or efficiency of any system or component.
- The methods, materials, or costs of corrections.
- Future conditions including failure of systems and components.
- The suitability of the property for any specialized use.
- The market value of the property or its marketability.
- The advisability of the purchase of the property.
- The effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances.
- The operating costs of systems or components.
- The acoustical properties of any system or component.
- The presence of components involved in manufacturer's recalls.

b. Exclusions/Limitations of systems normally inspected:

1. _____ 2. _____

9. Our inspection and report are for your use only. You may, however, give us permission to discuss our observations with real estate agents, owners, repairpersons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us for any liability agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

Permission to share inspection report with your realtor: Yes _____ No _____



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10. We assume no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. You agree that in all cases our liability shall be limited to liquidated damages in an amount not greater than the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that the liquidated damages are not a penalty, but that we intend them to (i) reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed upon fee.

11. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.

12. In the event of a claim by the Client that an installed system or component of the premises, which was inspected by the Inspector, was not in the condition reported by the Inspector, the Client agrees to do the following: (1) Notify the Inspector, at least 72 hours prior to repairing or replacing such system or component, and , (2) Grant immediate access to the premises so that the Inspector can assess the system or component mentioned in the claim. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards contained in the report or State of Virginia law. Furthermore, any legal action must be brought within two (2) years from the date of the inspection, or will be deemed waived and forever barred from further legal action.

13. You agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and fees incurred in defending that claim.

14. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms or promises other than those set forth herein. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.

15. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

16. You may not assign this Agreement.

17. 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.



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18. If a court finds any term of this Agreement ambiguous or that it otherwise requires judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this Agreement.

19. Due to the nature of the services we are providing, it is difficult to foresee or determine (at the time this agreement is formed) potential damages in the event of negligence or breach of this Agreement by us. Thus, if we fail to perform the Services as provided herein or are careless or negligent in the performance of the Services and/or preparing the Report, our liability for any and all claims related thereto is limited to the fee paid for the Services (unless contrary to state law), and you release us from any and all additional liability, whether based on contract, tort, or any other legal theory. There will be no recovery for consequential damages. You understand that the performance of the Services without this limitation of liability would be more technically exhaustive, likely require specialties, and would cost substantially more than the fee paid for this limited visual inspection. You understand that you are free to consult with another professional if you do not agree to this provision.

20. Your inspector has an affiliation with Residential Warranty Services (RWS), a third party service provider, in order to offer you additional value-added services including a complimentary RecallChek to help determine if the inspected property has any potentially dangerous recalled appliances, as well as a complimentary Home Warranty. By entering into this agreement you (a) authorize your inspector to provide your contact information (including telephone number) to RWS and/or its affiliate, (b) waive and release any restrictions that may prevent RWS and/or its affiliate from contacting you (including by telephone using automated dialing technology), and (c) authorize RWS and/or its affiliate to contact you regarding home services.

21. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation 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 first to 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, LLC or Resolute Systems Inc., utilizing their respective Rules and Procedures. If you would to utilize the Mediation or Arbitration services of another dispute resolution provider other than the one of those so stated please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof

NOTICE: 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. I have carefully read this agreement. I agree to it and acknowledge receiving a copy of it.

CLIENT (Date)

Inspector (Martin "Marty" Soder) (Date)