

Inspection Order Agreement for a Standard Home Inspection

Thank you for choosing Dale Property Services LLC, to perform your home inspection. Before we can commence the inspection, we ask that you read this agreement and sign it. By signing it you are stating that you have read and understand it and that we have formed a binding contract.

The parties to this agreement are Dale Property Services LLC, referred to hereafter as the "Company" and (Clients' Name) _____ referred to hereafter as the "Client". This contract is for inspection services to be performed at (property address) _____.

INSPECTION FEE AMOUNT _____ \$ _____

ANCILLARY SERVICES FEE AMONT _____ \$ _____

TOTAL FEE AMOUNT _____ \$ _____

PAYMENT METHOD CHECK MONEY ORDER CASH CREDIT CARD OTHER _____

CREDIT CARD PAYMENT INFORMATION (American Express is Not Accepted)

Credit Card Name (Circle One) Visa Master Card Discover **Card Number** _____

Name On Card _____ **Expiration Date** _____ **Billing Address Zip Code** _____

CLIENT NAME _____

CLIENT SIGNITURE _____ **DATE** _____

COMPANY REP NAME _____

COMPANY REP SIGNITURE _____ **DATE** _____

SCOPE OF INSPECTION:

- 1. Standard Home Inspection;** The inspection we provide conforms to the American Society of Home Inspectors (ASHI) Standards of Practice. This standard has become the industry standard for performing home inspections and has been adopted by many states in their certification process for home inspectors. To view or print a copy of these standards go to www.ASHI.org and click the Standards of Practice button.
- 2. Time Limited;** A Standard Home Inspection is time limited, usually about two hours in duration for an average sized home of three bedrooms and two baths.
- 3. Visual;** A Standard Home Inspection is limited to what may be visually observed, i.e., what may be observed without disturbing (moving) the home owner's belongings, furnishings or appliances and does not include any destructive investigation techniques such as prying, breaking, drilling, hammering or any other measure likely to leave damage. However, this does not apply to termite inspection techniques which may require probing that could leave holes at termite damaged areas.
- 4. Inspection Constraints;** This inspection constrains itself to the structural and mechanical components of the home and does to attempt to reveal whether or not there are code violations, mold, asbestos, radon, carbon monoxide or other environmental or biological substances or hazards. It does not attempt to reveal geologic, engineering or adequacy of design issues nor does it speak to the issue of property value or marketability.
- 5. Hazard Conditions;** The inspector reserves the right to preserve his health and personal safety. Any condition that is deemed hazardous will not be evaluated and the inspector will make note of such conditions in the inspection report. If after the conditions have been corrected and further evaluation is requested, the inspector will attempt to schedule a revisit and a revisit fee will be charged.
- 6. Extraordinary Measures or Techniques;** A Standard Home Inspection does not include extraordinary measures or inspection techniques. An extraordinary measure would be attempting to access a roof from a ladder that is more than 18 feet off the ground or crawl into a foundation crawl space with less than 18 inches clearance or walk an attic with excessive levels of insulation or crawl through insulation. An extraordinary technique would be any evaluation that would require specialized equipment, exhaustive evaluation or research or that would require more time than is typically allowed in a time limited inspection.
- 7. Ancillary Services** are not part of a Standard Home Inspection but may be added during the time of the inspection but under a separate agreement. At present, the Company offers to do termite and radon inspections and radon mitigation.

COMPANY LIMITS of LAIBILITY:

- 1. Not An Insurance Policy;** Any inspection, inspection report or testing provided by the Company does not purport to be nor is intended to serve as an insurance policy, warranty or guarantee against any or all unexpected conditions repairs or replacements. The Client understands and agrees that while a Standard Home Inspection is designed to help limit risks it cannot be relied upon to eliminate risks. The Client further understands and agrees that when purchasing a property the Client assumes risk of the unknown and/or latent deficiencies, i.e., things that cannot be known until such time as failure occurs, such as a clogged or broken underground drain line or hidden termite damage inside wall cavities or anything hidden from view.
- 2. Post-Inspection Claims;** The Company's liability for any Client post-inspection claim is limited to the inspection fee. No claim or legal action may be commenced against the Company after one year from the date of the inspection. The Client does not hold the Company liable for any act of negligence or malfeasance caused by any other party resulting in property damage, personal injury or loss of life. The Client does not hold the Company liable for the Client's lack of knowledge of how to operate the homes' various components which may result in property damage, personal injury of loss of life.

COMPANY'S RESPONSIBILITY and RIGHTS:

- 1. Code of Ethics;** The Company will conduct itself in a professional and workmanlike manner and adheres to the ASHI code of ethics. To view the Code of Ethics go to www.ASHI.org and select the Code of Ethics button.
- 2. Posting Reports;** The Company will post the inspection report onto the Company's website, www.dalego.com, within 24 hours of the inspection for viewing. Once posted, the website will generate an email notification to the Client and the Client's representative. The inspection report will be posted for private use only.
- 3. Site Unseen Buyers/ Fraud;** The Company is under no obligation to perform a home inspection for a Client who has never seen the property firsthand. If the Company begins the inspection only to find that the Client misinformed the Company either willfully or by neglect and/or is not in attendance and has never seen the property firsthand the Company reserves the right to cancel this agreement and the inspection.
- 4. ILLEGAL Substance(s) or Behavior;** The Company will cancel or discontinue the inspection if prior to or during the course of the inspection ILLEGAL substance(s) or activity are discovered and will notify authorities.

CLIENT'S RESPONSIBILITY:

- 1. Access and Utilities;** The Client is responsible for arranging access to the property and will ensure that all utilities are on, pilot lights are lit and appliances are working. If the utilities are not on and/or pilot lights are not lit and/or appliances are not working once the inspector is on site, the client has the option of;
 1. postponing the inspection until the utilities can be turned on and all is working, requiring a revisit fee of \$45, or
 2. conduct a two part inspection, i.e., do the structural the day of the originally scheduled inspection and the mechanical when the utilities are turned on and all is working, requiring a revisit fee of \$45, or, 3.
 3. conduct a structural inspection only, without the utilities, \$45 would be deducted from the inspection fee.
- 2. Cancellation;** If the inspection is canceled after the Company arrives at the inspection or is in route, a \$45 cancellation fee will be charged.
- 3. Client Attendance;** The Client is under no obligation to attend the inspection however, attendance by the Client or his/her representative generally helps familiarize the Client with the house or any deficiencies that may be discovered during the inspection.
- 4. Payment;** The Client understands and agrees that payment is to be made at the conclusion of the inspection before leaving the property. Any other arrangement for payment must be pre-approved before commencing the inspection. If a re-inspection is requested to re-evaluate an item that has been repaired, a re-inspection fee of \$75 will be required and payment to be made as noted in item 4 above.
- 5. Seller's Disclosure;** The Client is responsible for acquiring any seller's disclosures and for any information contained therein.
- 6. Pre-closing Walk-Thru;** The Client is responsible for conducting a pre closing walk-thru of the property. If any defects are revealed prior to closing, the Client agrees that the seller shall be responsible for making corrections.

DISPUTE RESOLUTION:

Should a dispute arise regarding an inspected item, the Client agrees to describe in writing the item's condition and present it to the Company for review. The Client agrees to allow the Company to re-inspect the item before the Client commences to make repairs. If the Client makes repairs before the Company has re-inspected the item, the Client waives any right to bring a claim against the Company. Should the Client pursue legal action, the Client agrees to bring his complaint before a local board of arbiters and agrees to adhere to their decision.

OWNERSHIP and USE of the INSPECTION REPORT:

The inspection report is the co-property of the Company and the Client and may not be relied upon by anyone other than the Client and their representing agent. Any other dissemination of the report is not permitted without written consent of both the Client and the Company.