



Dick Delaney Home Inspections LLC
 275 Pioneer Road Franklin, PA 16323
 Office: 814-758-1817
 email ddhis@verizon.net

PRE-INSPECTION AGREEMENT

Subject Property to be Inspected:
Inspection Date:
Client(s) Name:
Client(s) Email Address:
Inspected By: Dick Delaney

Inspection Time: () AM () PM

PLEASE READ THIS DOCUMENT AND ATTACHED ADDENDUM(S) CAREFULLY. IT CONTAINS PROVISIONS THAT LIMIT CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. IF YOU HAVE ANY QUESTIONS REGARDING THE TERMS OF THIS PRE-INSPECTION AGREEMENT YOU SHOULD DISCUSS THEM WITH THE INSPECTOR PRIOR TO SIGNING THIS AGREEMENT.

The Client authorizes the above-identified service provider, hereinafter referred to as "the Company", to provide the following inspection services at the above identified Subject Property, and agrees to pay the price stated to the Company for the performance of the inspection(s) and issuance of the inspection report(s).

ONLY THOSE SERVICES CHECKED OFF WITH A WRITTEN PRICE WILL BE PROVIDED

- | | | | |
|--|----|---|----|
| <input type="checkbox"/> Home Inspection | \$ | <input type="checkbox"/> Well Water Supply Test | \$ |
| <input type="checkbox"/> Radon Testing | \$ | <input type="checkbox"/> Water Quality report | \$ |
| <input type="checkbox"/> Private Sewerage System (Dye Test Only) | \$ | <input type="checkbox"/> Mold Assessment/Sampling | \$ |

The total fee for our service(s) is \$ _____ Payable to Dick Delaney Home Inspections Payment is expected before or at the time of inspection. All expenses incurred in collecting any overdue payments or returned checks are the responsibility of the Client.

Payment is made by: Check No. _____ Cash / Money Order No. _____

REPORT DISTRIBUTION: The Client controls the distribution of all inspection reports and authorizes the Company to release copies of the report or summary to the following: CLIENT CLIENT'S Real Estate Agent CLIENT'S Attorney Other:

NOTE: IMPORTANT LIMITATIONS AND EXCLUSIONS OF THIS PRE-INSPECTION AGREEMENT ARE CONTAINED IN THE ATTACHED ADDENDUM ENTITLED LIMITATIONS AND EXCLUSIONS OF THE HOME INSPECTION AND REPORT. PLEASE THE READ THE ADDENDUM CAREFULLY. PLEASE FEEL FREE TO ASK ANY QUESTIONS. For all other services provided by the Company, if any, the terms and conditions of such services are contained in the additional attached Agreements and/or Addendums.

I have read and agree to each of the terms, conditions, limitations and exclusions of this Pre-Inspection Agreement and the attached addendum(s).

Client's Signature: _____ Date: _____

Client's Name: _____
 Please Print

Client's Signature: _____ Date: _____

Client's Name: _____
 Please Print

LIMITATIONS AND EXCLUSIONS OF THE HOME INSPECTION AND REPORT

CLIENT AND COMPANY (Company is also defined to include any and all inspectors who perform the contracted-for inspections as an employee or independent contractor of the Company) agree to the following terms and conditions:

1. **Client Attendance and Permission to Access Subject Property:** The Client acknowledges that Client and/or any authorized representative has been encouraged to attend and participate in the inspection and recognizes that failure to do so may result in less than a complete understanding of the findings. The Client further acknowledges that such participation is at the Client's own risk. The Client warrants that permission has been secured for the Company to enter and inspect the Subject Property.

2. **Standards of Practice:** The scope of this inspection is defined and limited by the standards, limitations, exceptions and exclusions as contained in the *Standards of Practice and Code of Ethics of the National Association of Home Inspectors, Inc. (NAHI® SoP)*, the provisions of the Pennsylvania Home Inspection Law, 68 Pa. C.S. § 7501, et. seq, and this Pre-Inspection Agreement. Inspections performed under the *NAHI® SoP* are basically visual and rely upon the opinion, judgment and experience of the inspector, and are not intended to be technically exhaustive. The inspection and report are opinions only, based upon visual observation of existing conditions of the inspected property at the time of the inspection.

3. **Definitions and Purpose of the Inspection:** Home inspection means a noninvasive visual examination of some combination of the mechanical, electrical or plumbing systems or the structural and essential components of a residential dwelling designed to identify material defects in those systems and components and performed for a fee in connection with or preparation for a proposed or possible residential real estate transfer. The term does not include an examination that is limited to the inspection for one or more of the following: wood destroying insects; underground tanks and wells; septic systems; swimming pools and spas; alarm systems; air and water quality; tennis courts and playground equipment; pollutants; toxic chemicals; and environmental hazards. A **material defect** is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

4. **Inspection Report:** The Client and the Company agree that the Company, and its inspector(s), will prepare a written inspection report which shall: (A) describe of the scope of the inspection, including without limitation an identification of the structural elements, systems and subsystems covered by the report; (B) describe any material defects noted during the inspection; (C) where necessary, recommend that certain experts be retained to determine the extent of the defects and any corrective action that should be taken; and (D) conspicuously identify any material defect that poses an unreasonable risk to people on the Subject Property.

5. **Inspection Exclusions:** Inspections performed under the *NAHI® SoP* exclude any item(s) concealed or not readily accessible to the inspector. The Company **IS NOT REQUIRED TO:** move furniture, personal, or stored items; lift floor coverings; move attached wall, ceiling coverings, or panels; perform any test(s) or procedures(s) which could damage or destroy the item(s) being evaluated; determine property boundary lines or encroachments; provide an inspection of any condominium common component or system or evaluate condominium reserve accounts; enter any premises that visibly shows a physical threat to the safety of the home inspector or others; inspect any area or component that poses a danger to the inspector or others; determine the presence of or damage caused by termites or any other wood-damaging insects or organism; determine the presence or absence of all manner of biological activity, such as insects, birds, pets, mammals, reptiles, rodents or plants, and their consequent physical damage, toxicity, odors, waste products, and noxiousness; use special instruments or testing devices, such as amp meters, pressure gauges, moisture meters, gas detectors and similar equipment. The Inspection **DOES NOT INCLUDE:** information from any source concerning previous property, geological, environmental or hazardous waste conditions; manufacturer recalls or conformance of proper manufacturer's installation of any component or system, or information contained in Consumer Protection Bulletin; or information from any source concerning past or present violations of codes, ordinances, or regulations; appliances; recreational facilities; alarms; intercoms; speaker systems; radio controlled devices; security devices; and lawn irrigation systems.

5A. **Controlled Dangerous Substances Exclusion:** The Client understands that this home inspection is not intended to discover or disclose whether any system or component of the Property has been affected by the illegal manufacture, distribution, storage, possession or sale of any controlled dangerous substances, including, but not limited to, methamphetamines, and including any and all chemicals, tools, household fixtures or appliances used to facilitate such illegal activities, and the Client further understands that the Company cannot determine whether any environmental hazards exist at the Property resulting from any activities related to any controlled dangerous substances.

5B. **Environmental Hazard Exclusions:** The Client specifically acknowledges that this home inspection is not an environmental survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include, but are not limited to: asbestos, radon, lead, urea formaldehyde, mold, mildew, fungus, odors, noise, toxic or flammable chemicals, water or air quality, PCBs or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide, the presence of or any hazards associated with the use or placement of Chinese drywall at the Property, or any other environmental or health hazards, unless otherwise agreed to and an additional fee paid.

6. **BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY:** Any dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the inspection or the report shall be submitted to final and binding arbitration as conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC. The decision of the arbitrator appointed by Construction Dispute Resolution Services, LLC shall be final and binding and judgment on the decision may be entered in any Court of competent jurisdiction. **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 BINDING ARBITRATION.**

7. **Disclaimer of Warranty:** The Client understands that the inspection and report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. Additionally, neither the inspection nor the report is a substitute for any real estate transfer disclosures that may be required by law.

8. **Notice of Claims:** The Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. The Client also agrees to allow the Company ten (10) days to come to the Subject Property to inspect and evaluate any condition complained of by the Client to the Company and not to make, or allow others to make, any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency.

9. **Choice of Law:** This Pre-Inspection Agreement shall be governed by Pennsylvania law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

10. **LIMITATION OF LIABILITY. PLEASE READ CAREFULLY:** The Client understands and agrees that the Company is not an insurer and that the payment for the inspection and report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the report as described herein. The Client further understands and agrees that it is impracticable and extremely difficult to fix actual damages, if any, which may result from a failure to perform such services. Thus, the Client agrees that the sole and exclusive remedy for any claims against the Company, including claims for, but not limited to, breach of contract, any form of negligence (except gross negligence), fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the inspection or report, is limited to an amount equal to the inspection fee multiplied by two (2), as liquidated damages and not as a penalty. The Client releases the Company from any and all additional liability, whether based on contract, tort, or any other legal theory. The Client understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision.

11. **Systems & Components Not Inspected By Agreement:** The Client and the Company agree that the following systems and/or components of the Subject Property are specifically excluded from the inspection at the request of the Client:

12. **Responsibility for Return Inspections:** The Client understands that if any systems and/or components of the Subject Property cannot be inspected due to unforeseen circumstances during the inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the Subject Property at a later date or time to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the report. If Client desires the Company to return at a later date or time the Client hereby agrees that the Company will charge the Client an additional fee in the amount of \$ _____ to conduct the return inspection.

13. **Entire Agreement:** This Pre-Inspection Agreement and any subsequent report issued to the Client by the Company represent the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. The inspection is being performed for the exclusive use and benefit of the Client. The inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

14. **Client's Agreement & Understanding of Terms:** By signing this Agreement, the undersigned Client agrees that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above. The Client understands that the Client has a right to have an attorney of the Client's choice review this Agreement before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Agreement, the Client is free to not sign it. The Client understands that the Client may retain another provider to perform the services contemplated by this Agreement. The Client further understands that, should the Client not agree to the terms and conditions set forth in this Agreement, the Client may negotiate with the Company for different terms and conditions.

Client's Signature: _____ Date: _____

Client's Name: _____
Please Print

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