



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

**PRE-INSPECTION AGREEMENT**

**Subject Property to be Inspected:**

**Inspection Date:**

**Inspection Time:**

( ) AM ( ) PM

**Client(s) Name:**

**Client(s) Email Address:**

**Inspected By: Dick Delaney**

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 Dick Delaney 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** ————

( ) Private Sewerage System (Dye Test Only)

The total fee for our service(s) is \$ \_\_\_\_\_ Payable to Dick Delaney Home Inspections Payment is expected before or at the time of inspection. The Company will notify you of the exact fee balance, if any, after the 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 PRIVATE SEWERAGE SYSTEM 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: \_\_\_\_\_

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## LIMITATIONS AND EXCLUSIONS OF PRIVATE SEWERAGE SYSTEM 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, Cooperation and Permission to Access 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 for falls, injuries, property damage, etc. The Client warrants that permission has been secured for the Company to enter and inspect the Property. Client understands that the Company does not contact the occupant, servicing company or municipality, however, it is strongly recommended to supplement the information obtained in the Inspection Report by requesting additional information. The municipal health department may assist in providing a copy of the survey which would indicate the exact location of the sewerage system or other system which may be on the property and are currently in use. The Client should contact the local board of health when additions are planned and/or made (i.e. installation of garbage disposal units, washing machines, bedrooms, or other expansions that can affect the sewerage system) to determine the impact, if any, on the sewerage system.

2. **Standards of Practice:** The scope of this inspection is defined and limited by this Pre-Inspection Agreement. The leach fields and other components of the sewage disposal system are below grade and not visible for inspection. The dye test can only determine whether the leach fields (if any exist) are accepting the amount of water/sewage introduced. The inspection is limited to the prescribed test procedures and is based on visible and accessible conditions observed only at the time of the inspection. The results are valid at the time of the inspection only as the system can malfunction due to change in usage, soil condition or earth movement, etc. The inspection and report are opinions only, based upon visual observation of existing conditions of the inspected property at the time of the inspection. **Client understands that more comprehensive testing is available which consists of a visual inspection of the components of the system, probing the fields and assessing the condition of the tank, and agrees to proceed with the dye test only.**

3. **Inspection Report:** The Company shall prepare a written report for the Client advising that the system was tested by use of the dye test method and found to: (A) be in working condition with no sign of surface effluent and with proper maintenance should continue to do so; OR (B) be in unsatisfactory working condition due to surface effluent, dye, ponding water or such other condition as noted at the time of our inspection.

4. **Inspection Exclusions:** Client understands and agrees that damage to hidden drains, leakage and/or blockages caused by negligence, vegetation, freezing or any other non-visible condition are not the responsibility of Company. Changes in soil conditions, usage and routine cleanout are not the responsibility of Company. The Client acknowledges that this 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, or any other environmental or health hazards, unless otherwise agreed to and an additional fee paid. The Company cannot estimate the age of the private sewerage system, therefore, the Company cannot provide information about the remaining life expectancy of the system. The Company also cannot ascertain the impact the system may have on the ground water.

5. **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.**

6. **Disclaimer of Warranty:** The Client understands that the Inspection and Inspection 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 Inspection Report is a substitute for any real estate transfer disclosures that may be required by law. This is not a guarantee or warranty either expressed or implied as to future conditions, operability, underground defects, code compliance, or manner or installation. The Client understands and agrees that because of the numerous factors (usage, soil characteristics, previous failures, etc.) which may affect the proper operation of a sewerage disposal system, as well as the inability of Company to supervise or monitor the use or maintenance of the system, the Inspection Report shall not be construed as a warranty by Company that the system will function properly for any particular occupant.

7. **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 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.

8. **Choice of Law:** This Pre-Inspection Agreement shall be governed by West Virginia 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.

9. **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. 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 the 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.

10. **Responsibility for Return Inspections:** The Client understands that if any systems and/or components of the Property cannot be inspected due to unforeseen circumstances during the initial Inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the 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 Inspection Report. If the 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 desired return inspection.

11. **LIMITATION ON TIME TO BRING LEGAL ACTION. PLEASE READ CAREFULLY:** Any legal action, 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 must be brought within one (1) year from the date of the inspection, regardless of when the Client first discovers the facts supporting such possible claims as identified herein. Failure to bring said action within one (1) year of the date of services shall be a complete bar to any such action a full and complete waiver of any rights, actions or causes of actions that may have arisen thereon. This time period may be shorter than otherwise provided by State law.

12. **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. This 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.

13. **Client's Agreement & Understanding of Terms:** By signing this Agreement, the undersigned Client(s) agree 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 contract 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 contract, the Client is free not to sign and/or execute it. The Client understands that the Client may negotiate with and/or retain another company to perform the services contemplated by this contract. The Client further understands that, should the Client not agree to the terms and conditions set forth in this contract, the Client may negotiate with the Company for different terms and conditions.

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Name: \_\_\_\_\_  
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Client's Name: \_\_\_\_\_  
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