

CAPITOL *Home Inspections, LLC*

Inspection Agreement

(Please read entire agreement carefully)

THIS AGREEMENT is made and entered into between Capitol Home Inspections, LLC, referred to as "Inspector," and _____, referred to as "Client."
Client Print Name Here

In consideration the terms of this Agreement, the parties agree as follows:

1. The Client will pay the sum of \$ _____ for the inspection of the "Property," being the residence, and garage or carport, if applicable, located at _____.
2. The Inspector will perform a visual inspection and prepare a report of the apparent condition of the 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.
3. The parties agree that the "Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. If the State/Province where the inspection is performed imposes more stringent standards or administrative rule, then those standards shall define the standard of duty and the conditions, limitations, and exclusion of the inspection.
4. The parties agree and understand that the inspector and its employees and its agents assume no liability or responsibility for the cost of repairing or replacing any unreported defects, deficiencies or claimed conditions either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In the event of a claimed condition the Client must provide written notification to the Inspector within 10 days of its discovery. No repairs, alterations or replacement to a claimed condition can be done without giving the Inspector written notice and unlimited access to review the claimed condition. If any repairs, alterations or replacement are made prior to giving the inspector written notice, unlimited access and allowing 10 days to re-inspect the claimed condition then the inspector will have no liability to the Client. ***The Client further agrees that the Inspector is only liable up to the cost of the inspection.***
5. The parties agree and understand the inspector is not an insurer or grantor against defects in the structure, items, components, or systems inspected. **THE INSPECTOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.**
6. If the Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
7. This Agreement, including the terms and conditions **on both pages**, represent the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement Shall be amended only by written agreement signed by both parties. This Agreement shall be construed /enforced in the accordance with the laws of Virginia. If the State/ Province laws or regulations are more stringent than the forms of the agreement, the State law or rule shall govern.
8. Systems, items and conditions which are not within the scope of the building inspection include but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards: pest infestation: security and fire protection systems: household appliances; humidifiers: paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors: recreational equipment or facilities: pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements: motion or photo sensor lighting: concealed or private secured systems; water wells; all overflow drains; heating system's accessories: solar heating systems: heat exchangers: sprinkling system: water softener or purification systems: central vacuum systems: telephone, internet, intercom or cable TV systems; antennae, lightning arrestors, load controllers; trees or plants: governing codes, ordinances, statutes, and covenants: and manufacturing specifications, recalls and EIFS. Client understands that these systems, items, and conditions are expected for this inspection. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.

Signature: _____

Date: _____

9. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, cost and attorney fees arising from such a claim.
10. The Inspection will not include an appraisal of the value or survey. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.
11. In the event of a claimed condition 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 that written notification must be given to the Inspector within 10 days of discovery and that no repairs, alterations or replacements are made, and that the Inspector is given unlimited access to re-inspect the claimed condition. The Client further agrees that the Inspector is liable up to the amount of the inspection fee only if there has been a complete failure to follow the standards adhered to in the report or State/ Province law. If repairs, alterations or replacements have been made before the Inspector has re-inspected the problem then the Client forfeits all claims and actions in relation to the claimed condition. Furthermore, any legal action must be brought within one (1) year from the original date of the inspection, or will be deemed waived and forever barred.
12. This inspection does not determine whether the property is insurable.
13. Exclusions of systems and or items normally inspected _____

Client has read this entire Agreement (**Pages 1 & 2**) and accepts and understands this Agreement as hereby acknowledged. If no State/ Province regulations apply, this report adheres to the ASHI & NAHI Standards, which are available upon request.

Signature: _____ **Date:** _____

Signature: _____ **Date:** _____

Email Address: _____ **Phone #:** (____) _____ - _____

Current Street Address: _____

City/State/Zip: _____ **Buyer Present:** Yes ___ No ___

Agent's Name: _____ **Agent Present:** Yes ___ No ___

Client agrees to release report to seller/buyer/REALTOR: Yes _____ No _____

Day: _____ **Time Start:** _____ **Time End:** _____

Inspector's Signature: _____ **Date:** _____

Inspector's address: 5915 Rosebay Forest Place
Midlothian, VA 23112

Virginia State Certification Number: # 3380 000321
ASHI Number: # 246735
NAHI Number: #10-18362