

*Virginia Home Inspections*  
**AGREEMENT FOR HOME INSPECTION SERVICES**

This agreement made this 19th day of January, 2006, by and between:

VIRGINIA HOME INSPECTIONS (hereafter called the "COMPANY")

and \_\_\_\_\_ (hereafter called the "CLIENT")

Address of inspection: \_\_\_\_\_

Date of inspection: \_\_\_\_\_ Fee: \$ \_\_\_\_\_ Initial 1<sup>st</sup> Page \_\_\_\_\_

Temperature: \_\_\_\_\_ Weather: \_\_\_\_\_

**THE PARTIES AGREE AS FOLLOWS:**

1. COMPANY agrees to perform a visual inspection of the subject house and to provide CLIENT with a written inspection report identifying the major deficiencies. This inspection will be of readily accessible areas of the house, to the utilities that are operating at the time of the inspection and visual observations of apparent condition, existing at the time of the inspection. **IT IS THE RESPONSIBILITY OF THE CLIENT TO ENSURE THE UTILITIES ARE TURNED ON FOR THE INSPECTION.** The inspection only includes items and systems expressly and specifically identified as follows:

Foundation Interior Attic Heating Roof Crawlspace/Basement Plumbing  
Insulation Electrical Exterior Fireplace(s) Drainage Central Air Conditioning

2. The inspection and report will be performed in a manner consistent with the Standards of the National Association of Home Inspectors. The inspection report can be completed at the site and all pertinent information conveyed. However, typically the report is delivered within 48 hours. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of CLIENT. COMPANY accepts no responsibility for use or misinterpretation by third parties. This contract and inspection are subject to the limitations noted in the report and the exclusions noted in the above standards.

3. Items and systems NOT included in the inspection are as follows:

Underground Utilities Playground Equipment Pools Sidewalks Wells/Springs  
Driveways Solar Systems Tennis Courts Elevators Septic Tanks Drain fields  
Detached Buildings Cesspools Personal Property Security Systems Appliances  
Central Vacuum Water Softeners Cosmetic Items Sprinkler Systems  
Thermostats or Timers are not checked for accuracy or calibration

Air Conditioners cannot be safely checked when the outside temperature has been below 60 degrees within 24 hours.

Some items are checked by a sample as expressly and specifically identified in the inspections report. Pressure gauges are not used to test air conditioners. Garbage disposers are checked for operation only. Only the dishwasher's ability to fill and drain properly is checked. The inspector is not required to move personal property, debris, furniture, equipment, carpeting or like materials, which may impede access or limit visibility. Major deficiencies and defects, which are latent or concealed, are excluded from the inspection. The inspection is not intended to be technically exhaustive. Equipment and systems will not be dismantled.

4. The inspection report is NOT a compliance inspection for past or present codes, governmental codes or regulations of any kind. COMPANY may indicate an item or system's estimated age

*and life expectancy but such estimates are general, and actual life performances may vary widely.*

5. *THE INSPECTION AND REPORT DO NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS THE POSSIBLE PRESENCE OF OR DANGER FROM ASBESTOS, RADON GAS, LEAD PAINT, UREA FORMALDEHYDE, TOXIC OR FLAMMABLE CHEMICALS, WATER OR AIRBORNE RELATED ILLNESS OR DISEASE, AND ALL OTHER SIMILAR OR POTENTIALLY HARMFUL SUBSTANCES. THE CLIENT IS URGED TO CONTACT A REPUTABLE SPECIALIST IF INFORMATION, IDENTIFICATION OR TESTING FOR THE ABOVE IS DESIRED. IN ADDITION, THE PRESENCE OR ABSENCE OF RODENTS, TERMITES, OR OTHER INSECTS/VERMIN IS NOT COVERED BY THIS INSPECTION.*
6. *THIS INSPECTION REPORT IS NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. THE INSPECTION AND REPORT ARE NOT INTENDED TO REFLECT THE VALUE OF THE PREMISES, NOR TO MAKE ANY REPRESENTATION AS TO THE ADVISABILITY OR INADVISABILITY OF PURCHASE OR THE SUITABILITY FOR USE.*
7. *The inspection/report is not a certification of any kind. Company shall not be construed as insuring against any defects or deficiencies not contained in the inspection report and subsequently discovered by the CLIENT. This inspection is not an insurance policy.*
8. *The parties agree, that the maximum liability for COMPANY, its employees or agents, is limited to an amount not to exceed the fee paid for the inspection service. COMPANY will not be held liable for any claims if repairs, replacements are made or money spent without notifying the COMPANY so it can re-inspect.*

*The client is immediately to put in writing to COMPANY, problems with the service.*

*Communications must be consistent in that the party originally accompanying the inspector will be the party resolving the problem.*

*Any controversy or claim arising out of or related to this contract, or any breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon award rendered by the arbitrators may be entered in any court having jurisdiction. Disputes settled without favor to the client will mandate a payment of re-inspection time, fees, including but not limited to reasonable attorney's fees, and arbitration costs. \_\_\_\_\_ (Initial if acceptable)*

9. *Payment is due upon completion of the on-site inspection. There will be a \$20.00 charge if any form of payment is subsequently dishonored. All legal and time expenses incurred in collecting due payments, returned checks, or unaccepted credit and payments, will be paid by the purchaser of the service. Any fee not paid within 30 days of the inspection will have a service charge of 1.5% monthly or 18% per annum added to the inspection fee. Credit is on an approval basis.*

*This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by both parties. This agreement shall be binding upon and enforceable by the parties, and their heirs, executors, administrators, successors and assigns.*

*AUTHORIZATION TO DISCLOSE ANY OR ALL ITEMS IN THE REPORT: YES \_\_\_\_\_ NO \_\_\_\_\_*

*THE ABOVE AGREEMENT IS UNDERSTOOD AND AGREED TO:*

\_\_\_\_\_  
*CLIENT OR REPRESENTATIVE*

\_\_\_\_\_  
*FOR THE COMPANY*