

# Truss Home Inspection Services, LLC

7124 SALEM FIELDS BLVD. PMB# 153

Fredericksburg VA, 22407

540-623-8211

## Standard Property Inspection Agreement

**This is a legal binding contract that limits our liability and contains an Arbitration Clause, please read carefully.**

The INSPECTOR agrees to perform a non-invasive, visual property inspection for the CLIENT at the location and date specified elsewhere in this agreement. The CLIENT agrees to pay for the inspection, in legal tender, an amount established elsewhere in this agreement. The CLIENT has read and agrees to all of the following;

1. **SCOPE:** The inspection provides YOU with a better understanding of the property's condition as observed at the time of the home inspection. Only those areas, or representative samples thereof, of the components and systems listed below, which may be viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the INSPECTOR are included in the visual observations and basic operation of the Subject Property that are listed as follows:

- |                                   |                           |
|-----------------------------------|---------------------------|
| . Drainage                        | . Heating                 |
| . Foundation                      | . Central AC              |
| . Structure                       | . Interiors               |
| . Exterior                        | . Insulation              |
| . Roofing                         | . Ventilation             |
| . Attic (when readily accessible) | . Built in Appliances     |
| . Plumbing                        | . Attached Garage/Carport |
| . Electrical                      |                           |

2. **TECHNICAL LIMITS:**

- 2.1. The inspection is an objective observation of the visual and apparent condition of the building and its components at the time of the inspection.
- 2.2. The visual inspection is not technically exhaustive.
- 2.3. The INSPECTOR is a generalist, not a technical specialist.
- 2.4. The inspection and report are not a guarantee, warranty, or insurance regarding the conditions of the property whether inspected or not inspected.
- 2.5. The inspection is not an engineering report or building code inspection.
- 2.6. The inspection is not a confirmation that the property is in compliance with any manufacturer's installation instructions, Federal, State, or local government regulations.
- 2.7. The inspection does not confirm or imply that the subject property is fit for use for any purpose.
- 2.8. The results of this home inspection do not make any representation regarding latent or concealed defects that may exist.
- 2.9. Specialized test equipment may be used in one or more areas of the inspection to help clarify condition to the inspector but shall not imply that any other special tests shall be required anywhere else as part of the inspection.
- 2.10. REPRESENTATIVE SAMPLING: the inspector is not required to inspect or test every component on the property. A representative sampling of components shall be deemed sufficient.

3. **AGREEMENT:**

- 3.1 Truss Home Inspections Services, LLC requires this document to be signed by CLIENT at the time of the inspections. If CLIENT'S representative signs the agreement, the CLIENT shall provide a letter granting the Power of Attorney to the representative.

Agreement Continued

- 3.2 If you are not present at the inspection and do not sign the document prior to the inspections, by accepting the report, or paying for it in part or whole, or using the inspection report, the CLIENT hereby acknowledges and agrees to be bound by the terms and conditions of the document. CLIENT assumes the risk of all losses greater than the fee paid for the inspection.
- 3.3 The INSPECTOR is not liable for the expenses of losses incurred by the CLIENT or other parties due to latent or concealed defects.
- 3.4 THE CLIENT AGREES AND UNDERSTANDS THAT ANY AND ALL CLAIMS BROUGHT BY YOU, WHETHER IN WRITTEN OR ORAL CONTRACT, NEGLIGENCE, OR TORT SHALL BE BROUGHT WITHIN NINETY (90) CALENDAR DAYS OF THE INSPECTION.

**4. CONFIDENTIAL REPORT:**

- 4.1 The inspection report is prepared for CLIENT and is solely and exclusively for CLIENT'S own information.
- 4.2 CLIENT agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person
- 4.3 CLIENT may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report.
- 4.4 CLIENT agrees to indemnify, defend, and hold INSPECTOR harmless from any third party claims arising out of CLIENT'S unauthorized distribution of the inspection report.
- 4.5 The electronic and printed inspection report is the property of the INSPECTOR and protected by United States Copyright laws.

**5. STANDARDS:** The visual inspection of the subject property shall be performed in accordance with the requirements of the American Society of Home Inspectors (ASHI).

**6. SEVERABILITY:** CLIENT and INSPECTOR agree that should a Court Competent Jurisdiction determine and declare that any portion of this contract is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

**7. DISPUTES, DISPUTE RESOLUTION, and ARBITRATION:**

- 7.1 CLIENT understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the INSPECTOR within ten business days of discovery.
- 7.2 CLIENT further agrees that, with the exception of emergency conditions, CLIENT or CLIENT'S agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the INSPECTOR.
- 7.3 CLIENT UNDERSTAND AND AGREES THAT ANY FAILURE TO NOTIFY THE INSPECTORS AS STATED ABOVE SHALL CONSTITUTE A WAIVER OF ANY AND ALL CLAIMS FOR SAID FAILURE TO ACCURATELY REPORT THE CONDITION IN QUESTION.
- 7.4 Any dispute, controversy, or claim for liability arising out of, from or related to this contract or arising out of, or related to the inspection or inspection report shall be submitted to final and binding arbitration as provided by the American Arbitration Services.
- 7.5 The parties agree that any litigation arising out of this Agreement shall be filed only in Court having jurisdiction in the County in which the INSPECTOR has his principal place of business.
- 7.6 The prevailing party in any dispute arising out of this Agreement, the inspection, or report(s) shall be awarded reasonable attorney's fees, arbitrator fees, and other reasonable associated costs.
- 7.7 YOU and THE INSPECTOR WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTE BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

**8. LIMITATION ON LIABILITY:**

- 8.1 The liability of Patrick Woodward, the INSPECTOR, INSPECTOR'S principals, agents, and employees is limited to the fee paid for the inspection.
- 8.2 This limitation applies to anyone who claims damages, or has to pay expenses of any kind, because of errors or omissions in this inspection report.

Limitation on Liability continued

- 8.3 This liability limitation is binding on CLIENT and CLIENT'S spouses, heirs, assigns, and anyone else who may otherwise make claim through CLIENT.
- 8.4 THE PAYMENT WILL SERVE AS FULL FINAL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.
- 8.5 All copies of the inspection report shall be returned to the INSPECTOR. The inspection report and information contained in the inspection report cannot be used for any purpose after final settlement.

**9. LIMITED WARRANTY**

- 9.1 The following statement is the only warranty expressed or implied by Truss Home Inspection Services, LLC in regard to the inspection:
  - 9.1.1. Truss Home Inspection Services, LLC will refund the fee paid for the inspection in the event the CLIENT is dissatisfied with the inspection and specific reasons for dissatisfaction.
  - 9.1.2. The client will return the contract as per the requirements in the AGREEMENT.
  - 9.1.3. The CLIENT shall release the INSPECTOR of any further liability.
  - 9.1.4. The CLIENT or his Agents shall return the report and not use any portion of the report.
  - 9.1.5. This limited warranty shall apply only if the CLIENT makes the claim to the INSPECTOR within ninety (90) calendar days after the date of the inspection report.

**10. EXCLUSIONS:** The inspection does not include any destructive testing or dismantling. CLIENT agrees to assume all risk for all conditions which are concealed from view at the time of the inspection. Unless specifically added to the inspection agreement as a SPECIAL PROVISION and initialed by both the INSPECTOR and the CLIENT, the following are not included in the inspection or report:

- . The remaining life of any system or component.
- . The strength, adequacy, effectiveness, efficacy, or fitness of any system or component.
- . The cause of any condition or deficiency.
- . The methods, materials, or costs of corrections.
- . Future conditions including, but not limited to, failure of systems and components.
- . Accuracy of
  - . Any information pertaining to recalls or any product by a private or government entity.
  - . The advisability of purchase of the Subject Property
  - . Compliance with regulatory requirements.
  - . The presence of past presence of diseases or potentially dangerous plants or animals including but not limited to, wood destroying organisms, rodents, and mold.
  - . The presence or possibility of presence of any environmental hazard including, but not limited to lead, asbestos, formaldehyde, electromagnetics radiation, mold, radon, toxins, carcinogens, noise, Or contaminates in the soil, water, or air.
  - . Air filters, water filters or water conditioning holding tanks systems, humidifiers or dehumidifiers. tanks.
  - . The operating cost or efficiency of systems, components, or appliances.
  - . Audio-Visual, communications, or surveillance equipment.
  - . The acoustical properties of any room, system or component
- . Pools, pool surrounds or decks, spas, hot tubs, saunas, steam baths, related fixtures Controls, equipment or any similar
- . Underground piping, water supply.
- . Radio-controlled devices, automatic gates, elevators, lifts, or dumbwaiters.
  - . The presence, operation, or thermostatic controls or time clocks.
- . Solar, wind, or geothermal heating or geothermal heating or electrical systems.
- . Furnace heat exchangers.
- . Freestanding heat appliances like woodstoves or portable heaters.
- . Window air conditioners.
- . Windows blinds, shades, or curtains; Privacy screens, movable partitions.
- . Fencing, recreation or play equipment, detached decks, or detached buildings.
- . Geological stability or soil conditions.
- . Structural stability or engineering analysis.
  - . Private water (wells, cisterns, Or private sewage systems, pumps, or holdings
- . Any area or item that is deemed unsafe or has insufficient accessibility by the inspector.
- . Icemakers or water dispensers including when part of a refrigerator or freezer.
- . Microwave oven cooking power.

- . The routing connections, and exhaust locations of vents and ventilation ducts including, but not limited to, clothes dryers, kitchen exhaust fans, bathroom exhaust fans.

Exclusions Continued

- . The materials, routing, or connections of plumbing pipes and HVAC duct inside walls, floors, ceilings, underground or otherwise not visible for inspection.
- . Outbuildings, or any building or structure not attached to the house unless explicitly specified to be included in the Special Provisions of this agreement.
- . The materials, routing, protection, or connections of the electrical system components inside walls, floors, ceilings, or otherwise not visible for inspection.
- . Other repairs or improvements to the home or its components.

**11. INSPECTION TERMINATION:** The INSPECTOR reserves the right to terminate the inspection at any time.

THE CLIENT UNDERSTANDS THAT ENVIRONMENTAL HAZARDS, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING, MAY EXIST ON THE SUBJECT PROPERTY AND MAY, BE DANGEROUS TO THE HEALTH OF YOU, FAMILY, OR GUESTS: **NOISE, CARCINOGENS, LEAD, MOLD, RADON GAS, AND CONTAMINATES IN THE AIR, WATER, OR SOIL**. YOU UNDERSTAND THAT THE HAZARDS CANNOT BE DETECTED WITHOUT THE USE OF SPECIAL EQUIPMENT AND SPECIAL TEST PROCEDURES, **WHICH ARE NOT INCLUDED IN THE STANDARD HOME INSPECTION**.

**12. INSPECTION REPORT:** The report shall document any material defects discovered in the building(s) systems and components, which, in the opinion of the INSPECTOR, are safety hazards, are not functioning properly, or appear to be at the end of their normal service life. The INSPECTOR will make reasonable efforts to deliver an electronic report to the CLIENT within 36 hours after completion of the inspection. The INSPECTOR shall be allowed 72 hours after the inspection to deliver the report for initial review. YOU agree to read the complete report, including any notes and disclaimer statements included within or appended to the report. IN the event YOU have questions or do not understand any portion of the report, YOU agree to contact the INSPECTOR and ask for answers or clarification. The INSPECTOR shall be allowed to make amendments to the Report and submit amendments to the CLIENT.

**13. INSPECTION TERMS;**

13.1. **Basic operation** does not include full operation cycles or efficiency. Examples include but are not limited to;

- (a) A dishwasher turns on, appears to fill, drain, and turns off without unusual noise or immediately obvious leaks at the front of the machine.
- (b) A washing machine turns on, appears to fill, empty, and turn off without unusual noise or obvious leaks at the machine.
- (c) A clothes dryer turns on, appears to warm and spin, and turns off without unusual noise.
- (d) A refrigerator chills and the door appears to close tightly.
- (e) The burners on a range or cooktop begin to heat up, an oven starts to heat.

13.2. Terms such as "serviceable", "functional", or "no visual defects were notes", are intended to be relative or in comparison to normal wear of a system or material. These terms shall not imply that there is, or could be, no possible defect of any type.

13.3. Defects that do not adversely affect the operation, performance, safety of a system or component are not considered to be relevant to the report. Conditions deemed as cosmetic are not addressed in the report.

**THIS IS A LEGALLY BINDING DOCUMENT.** It sets out what we are obligated to do for you and your agreement with us. It also sets out and limits what actions can be taken should a dispute should arise out of our visual inspection and any supplemental tests or inspections. DO NOT SIGN THIS AGREEMENT UNLESS YOU UNDERSTAND AND AGREE TO THE TERMS CONTAINED IN THIS DOCUMENT AND SPECIAL PROVISIONS.

SPECIAL PROVISIONS (Enter N/A if none apply):

\_\_\_\_\_  
\_\_\_\_\_

CLIENT initials: \_\_\_\_\_ INSPECTOR initials: \_\_\_\_\_

This Agreement is made and entered on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Patrick Woodward t/a Truss Home Inspection Services, LLC (herein referred to as "INSPECTOR", "WE" ) and

\_\_\_\_\_ (herein referred to as "CLIENT", "YOU").

The INSPECTOR agree to conduct a visual inspection in accordance with the terms and conditions of this agreement for the purpose of informing the client of readily visible major deficiencies in the condition of the property (herein known as the "SUBJECT PROPERTY") and identified as the following:

\_\_\_\_\_  
\_\_\_\_\_

Standard Inspection Fee:
\$ _____
Added Services
_____:
\$ _____
_____:
\$ _____
_____:
\$ _____
_____:
\$ _____
_____:
\$ _____
TOTAL FEES:
\$ _____

<b>WAVIER OF REPORT PRIVACY:</b> I grant permission to Truss Home Inspection Services, LLC to discuss the contents of the Home Inspection Report identified with the persons or entities indicated as follows:
● Those delegated to make evaluations, repairs, or tests required.
● My Realtor
● Other: _____
CLIENT initial: X _____

Expected Report Delivery Date: \_\_\_\_\_ Report Number: \_\_\_\_\_

The undersigned has read, understood, and accepted the terms and conditions of this agreement and agrees to pay the fees specified:

CLIENT Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

CLIENT Printed Name: \_\_\_\_\_

**CLIENT Current Mailing Address:**

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**CLIENT Current Email Address:** \_\_\_\_\_

**CLIENT Phone Number:** \_\_\_\_\_

**RA:** \_\_\_\_\_ **RA Phone:** \_\_\_\_\_ **RA Email:** \_\_\_\_\_

**INSPECTOR Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_