



# Contract For Services

## WHAT YOUR INSPECTION INCLUDES

We will make a limited visual inspection of the prominently visible and accessible areas of the property. The inspection report is a reasonable effort to assess the DURABILITY and SERVICEABILITY of the components of the property in its present state, and our analysis is limited to our written Report. No estimates or repairs will be offered. The Report does not evaluate the “desirability” of a property. You should have already determined that this property is desirable using your own set of criteria.

The inspector will attempt to be fair by pointing out both the strong and weak points of the property. Home ownership brings with it the certainty that failures and repairs will occur. Your home inspection will not be able to predict all such occurrences, but a 2 to 3 hour visual investigation by our professional inspector, and the resulting Report, should provide you with a useful tool.

Our inspections are not intended as a service call. Operable conditions of mechanical, electrical, and plumbing devices or other items are only surmised from the visible evidence. No maintenance services, removal of cowlings, destructive discovery can or will be performed. Should we locate an item that is not serviceable, or creates doubt for our inspector, we will then suggest that a licensed tradesperson be contacted to investigate further or make repairs.

This inspection is not conducted to detect every minor problem or condition that may exist in the building. Cosmetic deficiencies are to be considered obvious. It is understood that if a “Cosmetic Inclusive” inspection is desired, that service is beyond the parameters of a regular Home Inspection and requires an additional fee.

You are encouraged to be on the site at the time of the Inspection, or arrive near the completion of our Inspector’s evaluation, so that he/she can review the inspection findings with you in person. If you are unable to attend, we will be happy to try and answer your questions by phone. Should an additional visit to the property be required, it will be billed at our hourly rate.

The inspection will be performed in accordance with the Standards of Practice of The National Association of Certified Home Inspectors. A copy of the Standards of Practice is available upon request or they can be viewed online at [www.nachi.org](http://www.nachi.org). For equipment and components of the property, which are not to be operated or tested, refer to the Standards of Practice.

## **1.0 IMPORTANT NOTICE**

- 1.1 This inspection was performed on the basis of visible evidence in readily accessible areas of the structure for termites and other wood destroying organisms, including powder post beetles, carpenter ants and wood decay fungi (rot). This inspection is limited to wood destroying organisms only. This inspection is non-invasive. We do not remove fascia, cowlings or move furniture or household items to perform our inspection. **THEREFORE, WE CANNOT AND DO NOT IN ANY WAY REPRESENT OR GUARANTEE THE PREMISES TO BE FREE FROM TERMITES OR OTHER WOOD DESTROYING ORGANISMS OR THEIR DAMAGE, NOR DO WE REPRESENT OR GUARANTEE THAT THE TOTAL DAMAGE OR INFESTATION IS LIMITED TO THAT DISCLOSED IN THIS REPORT.**
- 1.2 We do crawl the under floor crawl space, look into the attic from the access hole, check all interior accessible plumbing for leaks and generally look at the inside and outside of the house and attached garage for structural pests and dry rot. Detached buildings are not inspected unless specifically stated in the report.
- 1.3 A large percentage of structures are subject to minor rot conditions. While such conditions are technically fungi infestations, they may not substantially affect the quality, structural soundness or anticipated life of the structure. Such conditions are spot areas on doors, window casings, porch steps, railings and portions of wood decks and common weathering of siding, decks and non-supporting wooden members and shall not be reported on the inspection report except at the discretion of the inspection firm for the

purposes of clarification only.

- 1.4 You are encouraged to be on the site at the time of the inspection, or arrive near the completion of our Inspector's evaluation, so that he/she can review the Report with you in person. If you are unable to attend, we will be happy to try and answer your questions by phone. Should an additional visit to the property be required, it will be billed at our hourly rate. **“WAC 16-228-2054 requires a diagram to be prepared for WDO inspection reports. A copy is available upon request.**

## **RISK OF BUYERS & SELLERS**

Buyers are always at risk. OUR LIMITED VISUAL INSPECTION MAY ILLUMINATE SOME AREAS OF RISK, BUT CANNOT ELIMINATE IT. OUR INSPECTOR IS LIMITED TO EXISTING CLUES AND SYMPTOMS ON THE DAY OF THE INSPECTION, AND WE CANNOT BE LIABLE FOR NON-VISIBLE, OBSCURE OR CONCEALED FAULTS. Claims for concealed conditions, whether intentional or unintentional, must be made against the seller of the property.

The most conscientious visual inspection is not capable of determining all conditions that actually exist within a house. We make a random evaluation of some components and, of course, cannot move furniture, etc., to obtain access. **If we find 90% of the Reportable Conditions, then we have done an excellent job.** Even with our thorough effort, these are some examples of the types of things our Inspection cannot determine:

1. Improperly made wiring connections. Random outlets or switches that do not function.
2. Cracks in fireplaces, chimneys, liners.
3. A drafty or hard to heat home.
4. Roof, wall, or basement leaks that only occur under unusual conditions.
5. The inner workings and integrity of mechanical items including combustion chambers.
6. Underground and/or concealed pipes, drains, foundations, or wiring.

Although there are many items that our inspector might determine or surmise if given enough time, our evaluation is also limited by a reasonable investment of the Inspector's time for the fee paid. There are, therefore, other items that could be added to the above list after a reasonable and competent inspection on any particular property.

## **HAZARDOUS MATERIALS**

Hazardous materials are beyond the scope of the Home Inspection report. If asbestos, molds, mildew, fungi, sick home syndrome, electromagnetic fields, fiberglass, urea, formaldehyde, hazardous wastes, proximity to hazardous waste sites, lead, lead based paint, radon gas, soils contamination, underground storage tank contamination, odors, noise, air quality, drinking water quality, or waste disposal are a concern, please contact an appropriate expert.

## **CONFIDENTIALITY**

The Client understands and agrees that the home Inspection report is the work product and proprietary information of Pacific Inspection Services L.L.C. and is performed for the sole, confidential and exclusive use of the Client. Pacific Inspection Services L.L.C. reserves the right to utilize the information contained in the Home Inspection Report for any purpose provided, however, that Client's identity and information shall not be disclosed to any third party other than in accordance with this agreement. The Client agrees that they will not transfer, sell, or disclose any part of the inspection report to any other person with the exception of these ONLY: (a) one copy may be provided to the current seller(s) of the property, but only upon the express conditions that the seller(s) covenant to use the Inspection Report only in connection with the Client's transaction, and agrees not to transfer or disclose the report to any persons other than their Real Estate Agent, and (b) one copy may be provided to the Real Estate Agent representing the Client and/or a bank or other lender for use in the Client's transaction only. The Client agrees to indemnify, defend and hold harmless Pacific Inspection Services, L.L.C. from third party claims relating to this Home Inspection or Inspection Report.

## **CODE COMPLIANCE**

Our Inspection is one of "Serviceability", NOT Code Compliance. By necessity, our Inspection deals with existing structures that may have older types of wiring, plumbing, heating, etc. As an illustration, today, most local building departments require ground fault interrupter circuits, insulation in the exterior walls, anchor bolts, and dozens of other items which have not always been included in the building codes. Homes without these installations can be "serviceable," even though they do not meet current codes (or may not even be desirable for modern life styles). We assume that the then current codes were complied with at the time of construction. IT IS ASSUMED THAT PURCHASERS OF OLD HOMES EXPECT TO RECEIVE OLD PLUMBING, OLD WIRING, OLD HEATING SYSTEMS, OLD FLOORING, OLD SIDING, ETC. The desirability of owning older designs is a matter of taste and is the decision of the buyer. The Code of Ethics of the National Association of Certified Home Inspectors® EXPLICITLY EXCLUDES COMMENTING ON "DESIRABILITY".

## **WARRANTIES AND INSURANCE**

The Inspection and Report are not intended to be construed as a guarantee or warranty, expressed or implied, including any implied warranty of merchantability or fitness for use regarding the conditions of the property, items and systems inspected, and it should not be relied upon as such. (Home Warranty Insurance Plans, which may insure appliances in the home, are

available at the Buyer's option and expense from other companies.)

### **YOU SHOULD NOTE**

The conditions stated in our Report are NOT repair requirements, or even suggestions. Some items on the Report are, by definition, subjective and the "opinion only" of the Inspector stating the relative conditions encountered. Our intention is to provide an unbiased analysis. Our Inspector is not allowed to make repair suggestions, make estimates or comment on the quality of materials and workmanship. Decisions regarding maintenance or repairs are left to you and your tradesperson.

In addition, our Inspector is not allowed to answer the question, "would you buy this home if you were me?" Our purpose is to create a Report that can help you in your decision, but you should not base the decision to buy solely on our Report. Your decision to purchase this home includes responsibility for maintenance of the grounds, structure and mechanical/electrical/plumbing systems. Unfortunately, some home buyer's later wish that they had not bought their home. Because you are a thoughtful consumer, we do not expect that situation to develop. But in the unlikely event it should, your signature below waives the claim: "But for your inspection, I would not have bought this home..." and other similar claims. Time is of the essence of this Agreement. Titles and headings are not to be considered part of this Agreement. The Client understands and agrees that he/she accepts the terms of this Service Agreement by signature of the Client or the Client's Agent. If the Client is not present at the time of the Inspection and, therefore, does not sign this Service Agreement, that this agreement will form a part of the Inspection Report and acceptance of the Inspection Report by the Client shall, and, therefore, will constitute acceptance of the terms and conditions of this Service Agreement.

### **ARBITRATION**

If you feel that the Inspection was negligent in some respect, you are personally expected to immediately communicate this IN WRITING to our address above within ten (10) business days of discovery. Communication must be from the party originally contracting with us for our service. We will make every reasonable effort to resolve the matter at that point. If you call in contractors to comment on a component, you can expect subjective and biased opinions from their sales people. However, we will respond to any legitimate complaint because we recognize that Inspectors are human and potentially fallible. We believe that the difference between a good company and a bad company is how they handle their mistakes, and we want you to know that we intend to be a good company. Any legal action must be brought within one (1) year from the date of the inspection. Failure to bring said action within one (1) year of the date of the inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen there from.

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to the Inspection or Inspection Report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Dispute Resolution LLC or Resolute Systems, inc. The decision of the Arbitrator appointed there under shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.

Property or equipment in dispute must be made accessible for re-inspection and arbitration. The accepted standard against which the inspection will be judged will be the "Standards of Practice" as published by the National Association of Certified Home Inspectors.®. Arbitration shall occur at the property in question. All inspections will be judged against the performance of a reasonably fair and diligent inspection and not against results or occurrences. No award shall be given to clients who fail to perform a complete pre-closing walk-through inspection prior to transfer of title. By agreement herein, no settlement in favor of the client shall exceed \$500.00, or the inspection fee, whichever is greater. The Client expressly waives incidental and consequential damages in excess of the \$500.00 maximum award.

**NOTE:** The inspection performed by inspector is supplemental to any real estate transfer or Seller's Disclosure Statement and shall *not* be used as a substitute for such Disclosure Statements. If any portion of this Service Agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties.

### **ADDITIONAL SERVICES**

Additional services are available upon request. Fees for these services will be agreed on prior to inspection. \*Travel fees may apply.

(including disputed issues requiring investment of time by the Inspector, our staff or principals) will be payable at the rate of \$150.00 min per hour.

**PERMISSION IS GRANTED TO PERFORM AN INSPECTION PER THE ABOVE AGREEMENT AND PAYMENT IS AGREED UPON AS OUTLINED ABOVE.**

**I HAVE READ AND ACCEPT THIS AGREEMENT**

INSPECTOR: \_\_\_\_\_ DATE:

APPROVED: \_\_\_\_\_ DATE:  
Buyer                      Realtor® as agent for buyer or seller (check one)

APPROVED: \_\_\_\_\_ DATE:  
Seller: By his/her signature, the owner of the property authorizes the inspector to enter upon the property for the purpose of conducting an inspection in accordance with the terms and conditions stated herein.

**CAUTION: DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT!**