



DelValley Home Inspections, LLC

(302) 494-1294



INSPECTION AGREEMENT

INSPECTION COMPANY: **DelValley Home Inspections, LLC**

Subject Property: _____

Customer: _____

---- PLEASE READ BOTH SIDES CAREFULLY ----

This is an agreement between the Customer identified above ("CUSTOMER") and DelValley Home Inspections, LLC ("COMPANY") to provide the following inspection services at the Subject Property:

----- ONLY THOSE SERVICES CHECKED OFF WILL BE PROVIDED -----

- Home Inspection Fee: \$ _____
- Radon Gas Testing Fee: \$ _____
- Wood Destroying Insect Inspection Fee: \$ _____
- Other Inspections: Fee: \$ _____

The fee for our service(s) is \$ _____ . Payment is due at the time of inspection.

NO INSPECTION REPORT WILL BE RELEASED TO CUSTOMER UNTIL FULL PAYMENT AND THE SIGNED INSPECTION AGREEMENT HAVE BEEN RECEIVED BY THE COMPANY.

Seller Disclosure Form **Provided** **Not Provided**

Payment is made by: **Check** **Cash /Money Order/Credit Card**

INSPECTION REPORT DISTRIBUTION: The Company will issue the Inspection Report to the Customer only and the Inspection Report is the confidential property of the Customer. If the Customer desires to have his/her agent receive a copy, please initial: _____.

IMPORTANT LIMITATIONS AND EXCLUSIONS OF THIS INSPECTION AGREEMENT ARE SET FORTH ON THE REVERSE SIDE. PLEASE TURN THE INSPECTION AGREEMENT OVER AND READ THEM CAREFULLY. PLEASE FEEL FREE TO ASK ANY QUESTIONS.

I HAVE READ AND AGREE TO THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS FOUND ON BOTH SIDES OF THIS INSPECTION AGREEMENT, INCLUDING WITHOUT LIMITATION, THE LIMITATION OF LIABILITY; ONE YEAR TIME PERIOD TO INITIATE A LEGAL ACTION; AND INDEMNIFICATION SET FORTH IN PARAGRAPHS 5,6 & 8 OF THE BACK SIDE OF THIS INSPECTION AGREEMENT. I UNDERSTAND THAT IF I DO NOT AGREE WITH THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THIS INSPECTION AGREEMENT I DO NOT HAVE TO SIGN THIS INSPECTION AGREEMENT AND I HAVE THE RIGHT TO HIRE ANOTHER COMPANY TO PERFORM THE INSPECTION.

CUSTOMER's Signature

COMPANY's Signature

Date : _____

ASHI Membership No.

LIMITATIONS AND EXCLUSIONS OF THE INSPECTION AGREEMENT

Any person who accepts, uses or relies on the Inspection Report for any purpose whatsoever, agrees to and accepts all of the limitations and exclusions of this Agreement.

CUSTOMER and COMPANY (Company also includes any and all individual inspectors who perform the contracted-for inspections as an employee or independent contractor of the Company) agree to the following limitations and exclusions:

1. COMPANY will perform a visual non-invasive, non destructive, non engineering, inspection only of the readily accessible areas and conditions of the Subject Property existing **at the time of the inspection** and provide CUSTOMER with a written inspection report (the "Inspection Report") identifying MATERIAL DEFECTS. The inspections performed by Company are based upon the personal opinion of the inspector. MATERIAL DEFECTS is defined as follows: "A problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is near, at or beyond the end of its normal useful life is not by itself a MATERIAL DEFECT."
2. CUSTOMER understands and agrees that COMPANY and its inspectors' shall be guided by the Standards of Practice of the American Society of Home Inspectors (the "ASHI STANDARDS") in performing the inspection and preparing the Inspection Report. A copy of the Standards will be provided to the CUSTOMER upon request. The CUSTOMER understands and agrees that inspections performed by Company may reduce the risks associated with purchasing a home, but cannot eliminate those risks. The condition of the subject property may change, or the equipment inspected and reported on may be altered or changed. Therefore, CUSTOMER shall carefully re-inspect the subject property and all equipment prior to closing.
3. CUSTOMER UNDERSTANDS AND AGREES THAT THE FOLLOWING ARE SPECIFICALLY EXCLUDED FROM THIS INSPECTION AGREEMENT AND THE INSPECTION REPORT, UNLESS CHECKED ON THE FRONT SIDE HEREOF AND PAID FOR BY CUSTOMER: structures detached from the Subject Property, presence or absence of rodents, termites, other wood destroying insects, and other insects or damage caused by rodents, termites, other wood destroying insects, and other insects, mold and/or mildew, indoor or outdoor air quality, interior of chimneys, radon gas, lead paint, underground tanks and wells, septic and other sewage disposal systems, feline urine and/or other wastes, asbestos, lead paint, formaldehyde and other pollutants and toxic chemicals, water quality and adequacy, swimming pools, smoke alarms or other alarm equipment, central vacuum systems, tennis courts, playground equipment, and solar heating or cooling systems, and any recall notices or warnings on any structural component, system, subsystem, component or appliance. INSPECTION OF THE FOREGOING ITEMS AND SUBSTANCES SHOULD BE PERFORMED, DETECTED AND EVALUATED BY OTHER SPECIALISTS OF CUSTOMER'S CHOICE AND HIRE.
4. CUSTOMER understands and agrees that the COMPANY cannot and does not probe, bore, pry, poke or otherwise invade any physical structure. COMPANY cannot and does not look behind dry wall, paneling, wall papering, under carpeting or other floor covering, above drop ceilings, or other areas which may be blocked or impeded by furniture, personal items or other structures. Inaccessible, non-visible, difficult to reach, latent, or concealed defects or problems are excluded from the inspection Agreement and the Inspection Report. While it is rare, some homeowners purposefully conceal damage or defects in the Subject Property. This type of concealment is particularly difficult to detect in a visual inspection.
5. CUSTOMER AGREES AND UNDERSTANDS THAT IF COMPANY OR ANY OF ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, OFFICERS, SHAREHOLDERS OR DIRECTORS (COLLECTIVELY "COMPANY") ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO NEGLIGENCE OR THE FAILURE TO PERFORM OBLIGATIONS IN THIS AGREEMENT, INCLUDING THE IMPROPER OR NEGLIGENT PERFORMANCE OF THE INSPECTION OR THE IMPROPER OR NEGLIGENT REPORTING OF CONDITIONS OF THE SUBJECT PROPERTY, COMPANY'S MAXIMUM LIABILITY SHALL BE LIMITED TO TWICE (2 TIMES) THE FEE PAID TO COMPANY FOR THE INSPECTION, AND THIS LIABILITY SHALL BE EXCLUSIVE. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR: DAMAGED PROPERTY, LOSS OF USE OF THE PROPERTY, LOST PROFITS, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES AND GOVERNMENTAL FINES AND CHARGES, PUNITIVE DAMAGES AND ATTORNEYS FEES AND COURT COSTS.

IF REQUESTED BY CUSTOMER, COMPANY MAY ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY CUSTOMER AND COMPANY. IF COMPANY AND CUSTOMER SO AGREE, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.
6. COMPANY'S INSPECTION AND THE INSPECTION REPORT ARE IN NO WAY TO BE CONSIDERED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE PRESENT OR FUTURE CONDITION OF THE SUBJECT PROPERTY. ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT CONDITIONS OF THE SUBJECT PROPERTY ON THE DATE OF THE INSPECTION MAY CHANGE AND REQUIRE SUBSEQUENT REPAIR OR REPLACEMENT.
7. THIS INSPECTION AGREEMENT AND THE INSPECTION REPORT ARE INTENDED ONLY FOR THE CUSTOMER'S BENEFIT. THEREFORE, THE CUSTOMER AGREES TO PROTECT, INDEMNIFY, DEFEND AND RELEASE THE COMPANY AND ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS FROM LIABILITY AGAINST ALL THIRD PARTY CLAIMS OR LOSSES (INCLUDING COSTS AND REASONABLE ATTORNEYS FEES) BROUGHT AGAINST COMPANY WHICH RELATE TO THIS INSPECTION AGREEMENT, THE INSPECTION OR THE INSPECTION REPORT. THIS INDEMNIFICATION COVERS, WITHOUT LIMITATION, CLAIMS BROUGHT BY ANY PERSON OR ENTITY NOT A PARTY TO THIS INSPECTION AGREEMENT, CLAIMS BROUGHT BY CUSTOMER'S INSURANCE COMPANY, CLAIMS BROUGHT BY REAL ESTATE AGENTS OR BROKERS, CLAIMS BROUGHT BY THE SELLERS OF THE SUBJECT PROPERTY, INCLUDING CROSS CLAIMS FOR CONTRIBUTION AND INDEMNIFICATION. IT ALSO INCLUDES CLAIMS ARISING UNDER CONTRACT, WARRANTY, OR NEGLIGENCE.
8. Any controversy or claim arising out of or relating to this Inspection Agreement, the inspections performed hereunder or the inspection report shall be submitted to final and binding arbitration under the American Arbitration Association, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction hereof. If possible, all arbitrators shall have knowledge of the home inspection industry and, if possible, at least one member of the arbitration panel shall be an active member in good standing of the American Society of Home Inspectors with at least five years of inspection experience in the home inspection industry. If CUSTOMER submits or files any lawsuit, claim or controversy with any Court or forum other than the American Arbitration Association, then CUSTOMER agrees to pay all reasonable attorneys fees and costs incurred by COMPANY in the defense of the lawsuit, claim or controversy. Notwithstanding the Rules and Procedures of the AAA, the CUSTOMER shall be solely responsible for paying all Administrative Fees for initiating arbitration with AAA, including that portion, if any, which would otherwise be payable by the COMPANY in accordance with the Rules and Procedures of the AAA. Moreover, notwithstanding the Rules and Procedures of the AAA, all Arbitrator's Fees shall be paid equally by the CUSTOMER and the COMPANY.
9. THE CUSTOMER MUST INITIATE ANY LAWSUIT AGAINST COMPANY WITHIN 1 YEAR AFTER THE DATE THE HOME INSPECTION REPORT IS DELIVERED TO THE CUSTOMER OR CUSTOMER'S AGENT. IF THE CUSTOMER DOES NOT, THE CUSTOMER HAS NO RIGHT TO INITIATE A LEGAL ACTION AGAINST COMPANY AND COMPANY HAS NO LIABILITY TO CUSTOMER. IT IS CRITICAL THAT CUSTOMER BRING ANY LAWSUIT IN A TIMELY MANNER. TIME IS OF THE ESSENCE. CUSTOMER GUARANTEES COMPANY THE RIGHT TO EXAMINE THE SUBJECT MATTER AND AREA OF ANY CLAIM PRIOR TO ANY REMEDIAL MEASURES OR REPAIRS.
10. If Customer repairs or replaces the subject matter of any claim before providing Company with an opportunity to inspect it, then Customer waives any and all claims or causes of action whatsoever against the Company.
11. This agreement represents the entire agreement between the COMPANY and CUSTOMER. No change or modification shall be enforceable against either party unless such change or modification is in writing and signed by both parties. This Inspection Agreement inures to the benefit of, and is enforceable by, COMPANY'S subcontractors, employees, agents, successors, affiliated entities, and assigns. If any provision of this Inspection Agreement is found to be invalid or unenforceable, such a finding shall not effect any other part of this Inspection Agreement. This Inspection Agreement shall be governed by State where the inspection is performed.
12. The person signing this Agreement warrants and represents to COMPANY that he/she/it is expressly authorized to sign this Inspection Agreement by the other spouse, if applicable, or by the person or entity purchasing the Subject Property, if applicable.
13. If the Inspection Report provides any repair estimates, then CUSTOMER understands and agrees that those estimates should not be considered as a bid to perform the repairs. CUSTOMER further agrees to Release and Hold COMPANY Harmless against any estimates which may understate or overstate the actual cost of repair, even if due to the negligence of COMPANY.

I HAVE READ AND AGREE TO THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSION FOUND ON BOTH SIDES OF THIS INSPECTION AGREEMENT, INCLUDING WITHOUT LIMITATION, THE LIMITATION OF LIABILITY; ONE YEAR TIME PERIOD TO INITIATE A LEGAL ACTION; AND INDEMNIFICATION SET FORTH IN PARAGRAPHS 5,6 & 8.

I UNDERSTAND THAT I HAVE THE RIGHT TO HAVE AN ATTORNEY OF MY CHOICE REVIEW THIS INSPECTION AGREEMENT BEFORE I SIGN IT. I UNDERSTAND THAT IF I DO NOT AGREE WITH ANY OF THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THIS INSPECTION AGREEMENT I DO NOT HAVE TO SIGN IT. RATHER, I MAY NEGOTIATE WITH THE COMPANY OR HIRE ANOTHER COMPANY TO PERFORM THE INSPECTION.

CUSTOMER's Signature

COMPANY's Signature

Date