



POWERHOUSE

HOME INSPECTIONS, INC.

INSPECTION AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT
AND CONTAINS AN ARBITRATION CLAUSE
PLEASE READ IT CAREFULLY

Property address Inspected:

Client/s Full Name(s):

Mailing Address:

Phone #(s): Home _____ Work _____ Cell _____

Email Address or Fax: _____ Referred By: _____

Inspection Fee: \$ _____ Payment is due upon completion of the inspection.

PLEASE READ THIS AGREEMENT CAREFULLY

1. This Home Inspection Agreement ("Agreement") is between the Client(s) named above (hereinafter referred to as the "Client" regardless of number), and PowerHouse Home Inspections, Inc (hereinafter referred to as the "Company"). Client hereby requests a limited visual inspection of the residential structure at the address listed above by the Company, for the Client's sole use and benefit, and Client hereby represents and warrants that all approvals necessary have been secured for the Company's entrance onto the property.

2. Client warrants that they have read the Agreement carefully. Client understands that they are bound by all the terms of the Agreement. Client further warrants that they will read the entire inspection report when received, and will promptly call the Company with any questions.

3. Company agrees to perform a limited visual inspection of the general systems and components of the home listed above, and to provide the Client with a written inspection report (the "Inspection Report") identifying any systems or components that are within the scope of this inspection, which may be in need of immediate major repair as they exist at the time of the inspection. The inspection by the Company will be performed in a manner consistent with the standards of the InterNational Association of Certified Home Inspectors (InterNACHI) in effect as of the date of this Agreement. Client understands that these standards contain certain limitations, exceptions and exclusions. A copy of these standards may be obtained from www.NACHI.org or from the Company upon request.

4. The scope of the Inspection Report includes only those systems and components expressly and specifically identified in the inspection report. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other things or conditions, or those areas / items which have been excluded by InterNACHI standards and / or by agreement of the parties are not included in this inspection. The inspection does not include any destructive testing, and is not technically exhaustive. Items and systems will not be moved or dismantled by the Company during the inspection. Detached structures, except for garages, are not included. Client agrees to assume all risk for all conditions which are concealed from view at the time of the inspection or exist in any area excluded from inspection by the Company. The following are outside the scope of the Agreement whether or not concealed, namely:

Environmental Hazards: including, but not limited to, molds or mold-like substances, asbestos, lead, radon, urea formaldehyde, toxic wastes, polluted water, contaminants, air quality, all pollutants and hazardous materials.

Insects, pests, rodents: household insects, pests or rodents including, but not limited to wood destroying organisms will be done.

Regulatory requirements: determining compliance with regulatory requirements. I.E. past or present governmental codes; building codes, regulations, laws, ordinances, etc.. The inspection report is only based on the inspector's opinions.

Auxiliary systems: such as Alarm, Solar, Private Water, Private Sewer, Water softeners/purifiers, electronic air filters; Security, Sprinkler, Elevator, Intercom, Central Vacuum, Swimming Pools, Space Heaters, Window Air Conditioners, Jacuzzis, Spas, Saunas, Radio-controlled devices, Automatic gates, lifts, Dumbwaiters, thermostatic, humidistatic, or time clock controls; household appliances; low voltage wiring systems and components; ancillary wiring systems and components not a part of the primary electrical power distribution system; humidifiers or dehumidifiers; or any system not considered a part of the major building systems.

Cosmetic items: paint, wallpaper, and other finish treatments; floor coverings; window treatments.

Fireplace and solid fuel burning appliances: interiors of flues or chimneys that are not readily accessible; fire screens and doors; seals and gaskets; automatic fuel feed devices; mantles and fireplace surrounds; combustion make-up air devices; heat distribution assists (gravity fed and fan assisted).

Other exclusions: Geological stability or soils conditions; Structural stability or engineering analysis; Building value appraisal or cost estimates; Adequacy or efficiency of any system or component; Prediction of life expectancy of any item; fences; seawalls, break-walls, and docks; erosion control and earth stabilization measures; antennae.



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Underground items: including, but not limited to underground storage tanks or other underground indications of their presence, whether abandoned or active.

5. Client understands that the inspection and Inspection Report do not constitute a home warranty or guarantee or fitness for a particular purpose, expressed or implied. The Client also understands that the inspection and Inspection Report are not an insurance policy or substitute for real estate transfer disclosures which may be required by law.

6. The written Inspection Report prepared by the Company shall be considered the final and exclusive findings of the Company regarding the inspection of the property. Client understands and agrees not to rely on any oral statements made by the Company's inspector. Client further understands and agrees that the Company reserves the right to modify the Inspection Report for a period of time that shall not exceed 48 hours after the Inspection Report has first been delivered to the Client.

7. Client understands and agrees that any claim for failure to accurately report the visually discernible condition at the subject property, as limited herein above, shall be made in writing and reported to the inspector within 30 days after the client discovers, or should have discovered the condition in question. 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. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the conditions in question.

8. Any claim, legal action, or proceeding of any kind, including those sounding in tort or contract, against the Company, or its officers, agents or employees, must be brought forth within one year of the date of the inspection of the subject property or it will be deemed waived and forever barred. Time is of the essence herein.

9. The Company's liability for errors or omissions in this Inspection Report is LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. The liability of the Company, its officers, agents, and employees is also limited to the fee paid, this limitation applies to anyone who is damaged or has to pay expenses of any kind due to errors or omission in this inspection and Inspection Report. This liability limitation is binding on the Client, Client's spouses, heirs, principals, assigns, and anyone who may otherwise claim through the Client.

10. Client and the Company agree that should a Court of Competent Jurisdiction determine and declare that any portion of this Agreement is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect, unimpaired by the courts holding.

11. The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. 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. 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.

12. Any disputes concerning the interpretation of this Agreement or arising from the Inspection Report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted a single arbiter in accordance with the rules of a recognized arbitration association except that the parties shall select an arbitrator who is familiar with the home inspection industry.

I have read and agree to the above Arbitration Clause: _____

13. The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorneys' fees, arbitrator fees and other costs.

Your inspector is a home inspector generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommended consulting other specialized experts, Client must do so at Client's expense.

By signing below you acknowledge that you have read, understand and agree to the scope of the inspection and agree to all of the terms and conditions of the Agreement. You also agree to pay the fee listed above.

Client: _____ Date: _____

Client: _____ Date: _____

Inspector: _____ Date: _____

John Payton - Inspector