

Pre-Drywall Pre-Inspection Agreement

PEACH Inspections (610)917-1096 518 Kimberton Road, PMB 311, Phoenixville, PA 19460

Fee for the home inspection service: \$ _____

Property address: _____

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____ (hereinafter, "Client") and Peach Inspections (hereinafter "Inspector") agree as follows:

- 1. Inspector will perform a limited, non-invasive, visual inspection of the Property:** The Inspection will be conducted under the Standards of Practice ("SOP") for pre-drywall and in accordance with the American Society of Home Inspectors ("ASHI") and The Pennsylvania Home Inspection Law 68Pa.C.S§7501 et seq. ("Home Inspection Law"). A copy of the ASHI SOP can be found at www.ashi.org. A copy of the SOP and the Home Inspection Law will also be included in the Inspection Report.
- 2. Report is not transferable:** CLIENT understands that the report is written for them exclusively. CLIENT agrees that they will not transfer the inspection report to any other person. PEACH is not responsible for any interpretation of the report by third parties. CLIENT agrees to indemnify and hold harmless PEACH from any third party claims relating to the report.
- 3. Limited visual inspection for material defects:** PEACH agrees to perform a **limited, non-invasive, visual inspection** of the home and to provide CLIENT with a written opinion or report, informing CLIENT of apparent defects that, on the day of the inspection, PEACH both observed and deemed to be material. **The inspection is of clearly visible and readily accessible areas of the home at the time of the inspections.** The home is under construction the inspection cannot predict future conditions.
- 4. Outside the Scope. The inspection is not technically exhaustive:** There are items, systems and conditions that are not within the scope of the inspection, including but not limited to the following: Plan review, zoning and ordinance violations, verification of builder options or upgrades, life expectancy of any system or component, mold, asbestos, lead, wood destroying insects, future conditions, or future failures.
- 5. Not a warranty:** The results of this inspection are not intended to make any representation regarding the presence or absence of latent or concealed defects that are not reasonably ascertainable in a competently performed home inspection. No warranty or guaranty is expressed or implied concerning the present or future condition of the home, including its systems and components, or the remaining useful life of any system or component of the home.
- 6. Further evaluation:** Since the person conducting your home inspection is not a licensed structural engineer or other qualified specialist whose license authorizes the rendering of an opinion as to the structural integrity of a building or its other component parts, you are advised to seek a professional opinion as to any defects or concerns mentioned in the report. CLIENT understands the freedom to hire professionals prior to closing, including but not limited to a roofer, electrician, plumber, engineer, etc.
- 7. Limitation of Liability:** The Client agrees that total liability of the Inspector for any and all damages whatsoever arising out of or in any way related to this Agreement shall not exceed the fee paid to the Inspector hereunder.
- 8. Waiver of Statute of Limitations:** 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 this contract or arising out of, from or related to the inspection and inspection report shall be commenced within one year of the date of the inspection, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.
- 9. Notice and Waiver Clause:** Any claim arising out of or related to any act or omission of the Inspector in connection with the inspection of the property shall be made in writing and reported to the Inspector within fourteen (14) business days of discovery and to allow Inspector a reasonable opportunity to re-inspect the issue giving rise to the claim before undertaking any repairs. Client agrees that a failure to comply with the terms of this paragraph shall constitute a waiver of such claim.

10. Parties agree to attempt to meet prior to any written notification from client.

11. Dispute Resolution; Binding Arbitration: 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 this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the Rules and procedures of the American Arbitration Association. CLIENT agrees to pay all required filing fees. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any court of competent jurisdiction.

12. Attorneys Fees Clause: In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

13. Severability Clause: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. Integration Clause: This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties and shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

15. Binding on Others Clause: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective spouses, heirs and successors.

16. Payment: Payment is due upon completion of the on-site inspection. CLIENT agrees to pay all reasonable legal and time expenses incurred in collecting due payments.

17. No Rule Of Construction: The parties acknowledge that each of them has had ample opportunity for their own counsel to participate in negotiating and drafting this Agreement. Therefore, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.

18. Non-Waiver Clause: The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

CLIENT has read both pages of the AGREEMENT and agrees to all the terms and conditions of the AGREEMENT.

For PEACH Inspections

CLIENT or REPRESENTATIVE

Date