

# Home Inspection Pre-Inspection Agreement

PEACH Inspections (610)917-1096 PO Box 70 Wagontown, PA 19376

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") and in accordance with the American Society of Home Inspectors ("ASHI") and The Pennsylvania Home Inspection Law 68Pa.C.S.87501 et seq. ("Home Inspection Law"). A copy of the ASHI SOP can be found at [www.ashi.org](http://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, as defined in the PA Home Inspection Law. The inspection is of clearly visible and readily accessible areas of the home. PEACH may offer comments on systems or components as a courtesy, but these comments will not compromise the bargained-for report. The report is only supplemental to the seller's disclosure.

**4. Inspection Exclusions:** The Company IS NOT REQUIRED TO DETERMINE: the condition of systems and components that are not readily accessible; the remaining life expectancy of systems and components; the strength, adequacy, effectiveness, and efficiency of systems and components; the causes of conditions and deficiencies; methods, materials, and costs of corrections; future conditions including but not limited to failure of systems and components; the suitability of the Subject Property for specialized uses; compliance of systems and components with past and present requirements and guidelines (including, but not limited to, codes, regulations, laws, ordinances, specifications, installation and maintenance instructions, and use and care guides); the market value of the Subject Property and its marketability; the advisability of purchasing the Subject Property; the presence of plants, animals, and other life forms and substances that may be hazardous or harmful to humans including, but not limited to, wood destroying organisms, molds and mold-like substances; the presence of environmental hazards including, but not limited to, allergens, toxins, carcinogens, electromagnetic radiation, noise, radioactive substances, and contaminants in building materials, soil, water, and air; the effectiveness of systems installed and methods used to control or remove suspected hazardous plants, animals, and environmental hazards; operating costs of systems and components; acoustical properties of systems and components; soil conditions relating to geotechnical or hydrologic specialties; or whether items, materials, conditions and components are subject to recall, controversy, litigation, product liability, and other adverse claims and conditions. The Company IS NOT REQUIRED TO OFFER OR TO PERFORM: acts or services contrary to law or to government regulations; architectural, engineering, contracting, or surveying services or to confirm or to evaluate such services performed by others; trades or professional services other than home inspection; or warranties or guarantees. The Company IS NOT REQUIRED TO OPERATE: systems and components that are shut down or otherwise inoperable; systems and components that do not respond to normal operating controls; shut-off valves and manual stop valves; or automatic safety controls. The Company IS NOT REQUIRED TO ENTER: areas that will, in the professional judgment of the inspector, likely be dangerous to the inspector or to other persons, or to damage the Subject Property or its systems and components; or under-floor crawlspaces and attics that are not readily accessible. The Company IS NOT REQUIRED TO INSPECT: underground items including, but not limited to, underground storage tanks and other underground indications of their presence, whether abandoned or active; items that are not installed; installed decorative items; items in areas that are not entered in accordance with the ASHI® Standards; detached structures other than garages and carports; common elements and common areas in multi-unit housing, such as condominium properties and cooperative housing; every occurrence of multiple similar components; or outdoor cooking appliances. The Company IS NOT REQUIRED TO: perform procedures or operations that will, in the professional judgment of the inspector, likely be dangerous to the inspector or to other persons, or to damage the Subject Property or its systems or components; describe or report on systems and components that are not included in the ASHI® Standards and that were not inspected; move personal property, furniture, equipment, plants, soil, snow, ice, and debris; dismantle systems and components, except as explicitly required by the ASHI® Standards; reset, reprogram, or otherwise adjust devices, systems, and components affected by inspection required by the ASHI® Standards; ignite or extinguish fires, pilot lights, burners, and other open flames that require manual ignition; or probe surfaces that would be damaged or where no deterioration is visible or presumed to exist.

**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. PLEASE READ CAREFULLY:** The Client understands and agrees that the Company is not an insurer and that the payment for the inspection and report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the report as described herein. The Client further understands and agrees that it is impracticable and extremely difficult to fix actual damages, if any, which may result from a failure to perform such services. Thus, the Client agrees that the sole and exclusive remedy for any claims against the Company, including claims for, but not limited to, breach of contract, any form of negligence (except gross negligence), fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the

inspection or report, is limited to an amount equal to the inspection fee multiplied by two (2), as liquidated damages and not as a penalty. The Client releases the Company from any and all additional liability, whether based on contract, tort, or any other legal theory. The Client understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision.

**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. BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY:** Any dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the inspection or the report shall be submitted to final and binding arbitration as conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC. The decision of the arbitrator appointed by Construction Dispute Resolution Services, LLC shall be final and binding and judgment on the decision may be entered in any Court of competent jurisdiction. All proceedings to take place in the state where the services are performed. NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

**12. 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.

**13. Integration Clause:** This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof, and supersedes 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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 **President**

CLIENT or REPRESENTATIVE Date