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## Home Inspections in Michigan LLC

James M Malthaner

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Certified Home Inspector

### VISUAL INSPECTION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

THIS AGREEMENT SUPERCEDES ALL PREVIOUS COMMENTS

Property:

Client:

Address:

Phone:

Real Estate Company:

Agent:

Inspection Fee:

Paid By:

Additional Fees:

Date Paid:

Tax:

Payment Method:

Total:

Report Provided To:

Contract Date:

1. This agreement, made and entered into on the above Contract Date by and between the above names Client and the undersigned, Home Inspections In Michigan LLC; hereafter referred to as "Inspector". **Inspector will conduct a visual inspection of the Property only.** The inspection is performed in accordance with the **Standards of Practice of the National Association of Home Inspectors (NAHI)**. **This is not a Building Code inspection, title examination, nor a By-law compliance inspection.** The inspector does not offer an opinion as to the advisability or inadvisability of the purchase of the property, its value or its potential use. The inspection fee is based on a single visit to the property; additional fees may be charged for any subsequent visits required by the Client. If the Inspector is called upon to prepare for litigation or give testimony as a result of the inspection, additional fees shall be charged at the Inspector's then current hourly rate for any time spent, including, but not limited to, research, consultation, additional inspection time, preparation for reports, travel, time waiting to testify, and court appearances.
2. **The Client will receive a written report of Inspector's observations of the accessible features of the Property.** Subject to the terms and conditions stated herein, the inspection includes the visual examination of the home's exterior including roof and chimney, structure, electrical, heating and cooling systems, insulation, plumbing, and interior including floors, walls, ceiling and windows; it is a reasonable effort to disclose the condition of the house based on a visual inspection. Additionally, Inspector will functionally operate major built-in appliances. Conditions beyond scope of the inspection will not be identified. No engineering services are offered.

3. **This inspection Report is based on the condition of the Property existing and apparent as of the time and date of the inspection.** Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility of areas of the Property, etc. A defect that was apparent on any date prior to the inspection date may not be apparent on the inspection date. Without dismantling the house or its systems, there are limitations to the inspection. Throughout any inspection, inferences are drawn which cannot be confirmed by direct observation. Clues and symptoms often do not reveal the extent or severity of problems. Therefore, the inspection and subsequent Inspection Report may help reduce the risk of purchasing the property; however, an inspection does not eliminate such risk nor does the Inspector assume such risk. While some of the less important deficiencies are addressed, an all-inclusive list of minor building flaws is not provided. **Inspector is neither responsible nor liable for the non-discovery of any patent or latent defects in materials, workmanship, or other conditions of the Property, or any other problems which may occur or may become evident after the inspection time and date.** Inspector is neither an Insurer nor guarantor against defects in the building and improvements, systems or components inspected. Inspector makes no warranty, express or implied, as to the fitness for use or condition of the systems or components inspected. Inspector assumes no responsibility for the cost of repairing or replacing any unreported defects or conditions, nor is the Inspector responsible or liable for any future failures or repairs.
4. **Unless prohibited by applicable law, Inspector and its employees are limited in liability to the fee paid for the inspections services and report** in the event that Client or any third party claims that Inspector is in any way liable for negligently performing the inspection or in preparing the Inspection Report, for any breach or claim for breach in this Visual Inspection Agreement or for any other reason or claim. The inspection report is provided solely for the benefit of the Client and may not be relied upon by any other person. The Inspector will not review any other inspection report prior to preparing the Inspection Report provided pursuant to this Agreement unless a copy of the prior report is provided to the Inspector prior to the beginning of the inspection. The Client shall not rely on any other inspection report prepared at any time by the Inspector that is not prepared for or addressed to the Client.
5. **Inspections are done in accordance with the NAHI Standard of Practice, are visual, and are not technically exhaustive.** The following items are specifically excluded from the inspection: **water softening systems, security systems, telephone and cable TV cables, timing systems, swimming pools and spas, underground or concealed pipes, sewer lines, septic systems, electrical lines and circuits, central vacuum systems, central air conditioning when outside temperature is below 65 degrees F or 18 degrees C,** and any other condition, item, system, or component which by the nature of their location are concealed or otherwise difficult to inspection or which the Inspector cannot visually examine. Excluded is in the assurance of a dry basement or crawl space; also excluded is the assurance that double and triple pane glazing seals in windows are intact. Inspector will not dismantle any component or system; full evaluation of the integrity of a heat exchanger requires dismantling of the furnace and is beyond the scope of a visual inspection.
6. Inspector will not conduct geological tests; will not inspect inaccessible or concealed areas of the Property; will not enter dangerous areas of the Property; will not inspect for environmental concerns such as hazardous substances or gases, including but not limited to , **radon gas, asbestos, formaldehyde; or for pests such as wood destroying organisms, insects, rodents; fungus including but not limited to mold and mildew** unless the Inspector is qualified to do so and the client specifically requests the service for an additional fee.
7. Inspector examines a representative sample of components that are identical and numerous, such as electrical outlets, bricks, shingles, windows, etc., and does not examine every single one of these identical items, therefore, some detectable deficiencies may go unreported.
8. The inspection excludes defects such as cracking, leaking, surface discolorations, or landslides resulting from hidden defects, including but not limited to, water leaks, land subsidence, or other geological problems. The inspection also excludes merely cosmetic features, including but not limited to, paint, wall coverings, carpeting, floorings, paneling, lawn, and shrubs, The Inspector is not required to determine property boundary lines or encroachments.
9. Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by Inspector, the

Inspection Report provided to the Client by Inspector, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the Inspector hereunder, shall be submitted to arbitration in accordance with the applicable rules of Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. Each party to the dispute shall be responsible for their own costs for the arbitration process. The dispute shall be submitted to a sole arbitrator who is knowledgeable and familiar with the professional home inspection industry. Judgement on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. Unless applicable law requires otherwise, arbitration shall occur in the county or judicial district in which the Inspector's principal place of business is located. Secondary or consequential damages are specifically excluded. In the event that any dispute arises out of the Inspection or Inspection Report, and proceedings are commenced by the Client, if the Client is unsuccessful in maintaining the claim, then the Client shall be liable to the Inspector for all charges, expenses, costs and legal fees (on a lawyer and client basis) incurred by the Inspector on a complete indemnity basis, including a reasonable fee for all the time spent by the Inspector or Inspector's personnel in investigating, research preparation for, and attendance at court hearings and examinations. Unless prohibited by applicable law, **any claims must be presented within one (1) year from the date of the inspection; Inspector shall have no liability for any claims presented more than one (1) year after the date of the inspection.**

10. The Inspector shall have the right to examine the subject matter and area of any claim or potential claim against the Inspector arising here from and the right to offer a resolution prior to the Client's performance of any remedial measures (except in the event of an emergency, or to protect for personal safety, or to reduce or avoid damage to property) **The right of examination herein is a condition precedent to the commencement of any claim** by the client against the Inspector for any reason including negligence or breach of any term hereof. **The Client shall not file or commence any claim against the Inspector in any jurisdiction until he has notified the Inspector of his complaint and made reasonable efforts to afford the Inspector an opportunity to complete such examination.**
11. This Agreement and the documents referred to herein constitute the entire Agreement between the parties hereto, and supersede any and all prior representations, discussions, or agreements, whether write nor oral. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed tom, in writing, and signed by the parties hereto. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid enforceable and binding on the parties.
12. **The inspection report does not constitute a warranty, guarantee or insurance policy of any kind.** There are no warranties made against roof leaks, wet basements, or mechanical breakdowns. The report is a professional opinion based on a visual inspection of the accessible areas and features of the property as of the date and time of the inspection and is not a listing of repairs to be made. The report is not an assessment nor is it an appraisal. Neither the inspection nor **Home Inspections in Michigan LLC**, is associated with any seller, buyer, contractor, lawyer or realtor. The inspection process is a two part system: the verbal survey and the report. As such, this report is not transferable to third parties as it will not clearly convey the information herein. This report is prepared by inspector at your request, on your behalf, and for your use and benefit only; this report and any memoranda or information provided to you pursuant to this inspection agreement are not to be used, in whole or in part, or released to any other person without inspector's prior written permission. Client hereby agrees to indemnify, defend and hold harmless inspector and **Home Inspections in Michigan LLC**. If, through the authorized distribution of this report, any third party brings a claim against inspector or **Home Inspections in Michigan LLC**, relating to the inspection or inspection report.
13. Relationships/third party providers, **Home Inspections in Michigan LLC**, may have an affiliation with third-party service providers ("TPSP") in order to offer value-added services to clients, **Home Inspections in Michigan LLC**, and the inspector may receive compensation for such services. **Home Inspections in Michigan LLC**, may also arrange for these TPSPs to send literature or make post-inspection contact with the client. By executing this agreement, the client expressly consents to the disclosure of client's personal contact information to **Home Inspections in Michigan LLC**, and TPSPs. If client does not wish to receive literature from or be contacted by TPSPs, client shall simply notify the inspector.

14. The inspector may collect data which may be used by the inspector, and which may be provided to **Home Inspections in Michigan LLC**, for use by **Home Inspections in Michigan LLC**. The collected data will primarily consist of data relating to the visual inspection conducted, but may also consist of other data relating to other property inspected, client and/or client representative personal and contact information, and demographic data. The inspector and **Home Inspection in Michigan LLC**, may use collected data to perform analysis, improve business processes, improve the **Home Inspections in Michigan LLC** inspection experience, and obtain feedback from clients and client representatives. The inspector and **Home Inspections in Michigan LLC** may also provide collected data to third-party service providers ("TSPs") in order to offer value-added services to clients, as described in this agreement. The inspector and/or **Home Inspections in Michigan LLC** may provide aggregated collected data, but not individual collected data or personal information, to third-parties. Other than interaction with TSPs and aggregated data, the inspector and **Home Inspections in Michigan LLC** will not sell or rent the collected data to anyone, or share the collected data with any third party except as necessary to fulfill client requests. By executing this agreement, the client expressly consents to the collection and use of data by the inspector and **Home Inspections in Michigan LLC** as described herein.
15. Schedules indicated below and attached form party of this agreement. In the event any conflict between a schedule and the provisions of this agreement, the provisions of the schedule will apply to the extent of the conflict.

Attached Schedules:

By initialing here (\_\_\_\_) you authorize us to distribute copies of the Report to the real estate agents directly involved in this transaction, who are not designated beneficiaries of the Report, intended or otherwise.

**I hereby authorize the inspection of this Property having read and understood this Agreement:**

\_\_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Client or Client's Representative      Date Signed      (mm/dd/yyyy)

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Signature of Authorized Inspector

Inspector: James Malthaner

**Home Inspections in Michigan LLC**

Address: 597 West Columbia Rd.

Mason, MI 48854

Spoke with Seller [ ☐ ] Yes [ ☐ ] No

Inspection Time: