

## Home Inspection Agreement

Inspection Address: \_\_\_\_\_

### How We Inspect

The Client has requested a **limited visual inspection** to identify systems and components in need of immediate repair. The inspection will conform to the **standards of the American Society of Home Inspectors (ASHI®)** except as specifically limited below and will include the following systems: roof, structure, electrical, interior plumbing, heating and cooling, exterior siding and trim, doors and windows, chimneys and fireplaces, driveways, walkways and site grading. The evaluation will be based on limited observations that are primarily visual and non-invasive. The inspection and report are not intended to be technically exhaustive. Cornerstone Inspection, LLC (Cornerstone) will provide a written report that is a summary of observations and unbiased opinions based on the experience of the inspector. **The inspection is not complete until the written report is received.**

### Your Presence Is Requested

The written report will not substitute for the Client's presence during the inspection. It is impossible to fully describe any building in a written report. The Client is urged to attend the inspection, and by failing to do so loses the opportunity to learn important information about the condition of the property.

### Fee

A fee of \$\_\_\_\_\_ includes the written report. On-site inspection time caused by delays beyond Cornerstone's control will be billed at \$80 per hour. The inspection fee is due at the time of the inspection. Payments not made within 30 days of completion of the report are subject to a late charge of \$50 and a monthly interest rate of 1.5% simple interest on the unpaid balance along with all reasonable collection costs.

### What We Don't Inspect

Many items are not included in the inspection, and the Client assumes all responsibility and risk for those items. Any comments (either oral or in writing) provided as a courtesy by the inspector relating to items not included in the inspection are to be considered partial and incomplete, and not an opinion of the inspector. The Client agrees to consult with independent experts for more detailed information where needed. The following items are not included in the inspection:

- Components **not normally visible, obstructed from view, or not readily accessible** at the time of the inspection. Systems and components will not be disassembled and will only be operated with normal user controls.
- Systems that are **shut off** or de-energized.
- The **suitability, efficiency or recall** of any component. Components will only be inspected for functional operation.
- No **engineering** will be performed. The Client may elect to enter into a separate agreement for engineering services and additional fees will apply.
- **Potentially hazardous or toxic substances** such as radon gas, urea formaldehyde, asbestos, lead based paint, or contaminants in the structure, soil, water or air.
- **Biological hazards** such as ants, termites, molds, fungi, dry-rot or other wood destroying insects and/or organisms or the damage caused by them. If it is a living organism it is not included in the inspection.
- **Compliance or non-compliance** with any governing codes, laws or restrictive covenants, past or present. We do not search public records.
- **Cosmetic items** such as paint, other finish treatments, floor coverings, minor cracks and window treatments.
- **The inspection does not cover:** sprinkler systems; humidifiers; electronic air filters; detached buildings (other than garages); recreational equipment or facilities (including spas, pools or play equipment); private water supply or treatment systems; private sewage disposal systems; fences; central vacuum systems; trees or landscaping; low voltage and communication systems; security and fire protection systems; solar heating systems; timers and controls. Unique and/or technically complex systems or components are not included.
- Although a reasonable effort will be made to examine the inside of the furnace, most of the heat exchanger is not accessible without disassembly. This is not a complete evaluation of the **heat exchanger**.
- **No report is made on** property value, insurability, survey, geologic stability, soil or groundwater conditions, suitability for any use, or the advisability or inadvisability of purchase of the property.
- **Moisture staining and structural cracks** are indications of prior conditions. We can not determine whether the conditions causing stains and cracks have been corrected or are still present.
- Neither the inspection nor the report are substitutes for any **real estate transfer disclosures** by the seller that may be required by law.
- The inspection is only to identify the condition of the property, and does not provide **methods to repair or cost estimates**.

### No Warranty & Limitation of Liability

The inspection is intended to reduce risk, but can not eliminate risk. The Client acknowledges that Cornerstone will not observe every square inch of the structure, that Cornerstone could fail to see or note a defect, and that defects may exist that can not be detected by visual inspection only. The Client agrees that the inspection and report in no way lessen the risk or likelihood of repairs or replacements being needed at any time in the future, including the day after the inspection.

The inspection and report DO NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED. Cornerstone and its employees or agents shall not be held liable for the cost of repairing any defects or deficiencies, whether present at the time of the inspection or arising in the future, or for any consequential property damage or bodily injury of any nature.

The Client agrees that the liability of Cornerstone and of its inspectors, employees or agents for claims or damages arising out of errors or omissions in the inspection or report SHALL BE LIMITED TO THE AMOUNT OF THE FEE FOR THIS INSPECTION. This amount shall be deemed liquidated damages, and the Client agrees to immediately accept a refund of the Fee as a full settlement of any and all claims which may ever arise from the inspection.

In the event the Client would like the limitation of liability removed, the Client may elect to enter into a separate agreement with Cornerstone providing for a more exhaustive inspection of the home by a team of experts contracted by Cornerstone. The cost for said inspection shall be determined by Cornerstone in the separate agreement, based on factors such as the age and size of the home, and the risks and costs associated with such inspection.

### Third Parties

The inspection and report are confidential, and are made for the sole use and benefit of the Client. No other party has the right to rely on the inspection and report for any reason, including, but not limited to, any seller or real estate agent. Client will not disclose any part of the report to any other party, including insurance company, home warranty company or title company. In the event Client does distribute the report to third parties, the Client accepts full and complete responsibility for the consequences of distributing the report to such third parties. The Client agrees to indemnify, defend, and hold harmless Cornerstone and its inspectors, employees and agents for all costs, expenses and legal fees incurred from any claims by other parties in connection with this inspection.

### If We Have a Dispute

Any claim for failure to perform under this contract will be reported to Cornerstone in writing within ten business days of discovery. Cornerstone will have the absolute right to re-examine the item or component in question (including an independent second opinion) **before** any repairs or replacements are undertaken. Failure to allow said examinations will constitute a full and complete waiver of any and all claims against Cornerstone. Any claim must be brought within one year from the date of the original inspection, and failure to bring such action within this time frame is a full and complete waiver of any rights that may have arisen from the inspection and report. Time is expressly of the essence herein. This time period may be shorter than otherwise provided by law.

### Arbitration

Except for the matter of the payment of the inspection fee to Cornerstone as provided for herein, any matter concerning the interpretation of this agreement, the inspection or written report will be submitted to binding arbitration under the Construction Industry Arbitration Rules Of The American Arbitration Association. The arbitrator will be a member in good standing of ASHI®. The decision of the Arbitrator will be final and judgement on the Award may be entered in any Court of competent jurisdiction. The prevailing party will be awarded all costs of defense, including attorney's fees.

### Last of the Fine Print

This agreement represents the entire understanding between the parties, and no prior or subsequent agreements, oral or otherwise, shall be of any force and effect. Headings (such as Last of the Fine Print or bold-faced text) are intended only for convenience and are not to be considered in construing this agreement. This agreement will be governed by Colorado law. If any portion of this agreement is found to be void or unenforceable by any court or arbitrator, the remaining terms will remain in full force and effect.

Each party signing for the Client represents that they have full authority to make this agreement on behalf of the Client. If this agreement is signed on behalf of the Client by any third party, the person signing this agreement expressly represents to Cornerstone that they have the full authority to execute this agreement on behalf of the Client, and to fully bind the Client to all of the terms and conditions of this agreement.

**The undersigned acknowledges that they have read this agreement, fully understand the agreement, agree to be bound by the agreement, including the terms, conditions and limitations described above, and have received a copy of the agreement.**

Client's Name: \_\_\_\_\_

Client's Mailing Address: \_\_\_\_\_

Client: \_\_\_\_\_  
(print)

Client: \_\_\_\_\_  
(print)

\_\_\_\_\_  
(sign)

\_\_\_\_\_  
(sign)

Date: \_\_\_\_\_

Date: \_\_\_\_\_