

Absolute Home Inspections, LLC

Inspection Agreement / Contract for Services

Jerry W. Smith

MD Home Inspector License #29731

This is a legal and binding contact. Please read carefully.

1. Absolute Home Inspections, LLC agrees to perform a ***limited visual inspection*** at the following address: _____ on this date: _____ and to provide you, the **Client(s)**, with an electronically produced report identifying ***visually observable*** major deficiencies of the inspected systems and components that exist at the time of the inspection. The report will include descriptions and recommendations for problems found in the following areas: ***Foundation, Structure, Roof, Exterior, Attic, Heating and Cooling Systems (HVAC), Electrical, Plumbing, Interior, Garage/Carport, Safety, Energy Conservation, Basement/Crawlspace, Fireplace/Chimney, Deck, Grounds and Appliances.***

2. The inspection will be performed in compliance with the current Standards of Practice and Code of Ethics established by the MD Commission of Real Estate Appraisers and Home Inspectors. **Initials** _____

3. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the **Client(s)**. **Absolute Home Inspections, LLC** accepts no responsibility for the use or misrepresentation by any third party. **However**, the **Client(s)** can initial below to authorize **Absolute Home Inspections, LLC** to send a copy of the report to the **Client(s)** agent to discuss the contents of the report with the agent or initial to decline this authorization.

Initial to Authorize _____

Initial to Decline Authorization _____

4. Systems and items ***which are excluded from this inspection*** include, but not limited to; *written exclusions in the report, obstructed areas, geological and soil conditions, building codes and ordinance violations, property value and cost estimates, water wells, grinder pumps, below ground septic and drainage systems, structural stability and engineering analysis, spans and capacities, life expectancy of systems and components (except as required by Standards), termites, pests and other wood destroying organisms, swimming pools, spas, saunas, hot tubs, fountains, steam baths and their fixtures and plumbing, components related to burglar, fire systems, intercoms, cable and satellite TV, audio systems, computer systems, security systems, sprinkler systems (fire and lawn), solar systems, water softeners, water filters, water purifiers, portable appliances, radio and time controlled devices, elevators, dumbwaiters, automatic gates, central vacuum systems, recreational playground facilities, tennis courts, underground utilities, fuel tanks, water leaks at foundation, water or air infiltration at doors, windows and weather stripping, landscaping, concealed structural components including piers and framing, internal components of a chimney or flue, ice maker, self cleaning oven function, detached buildings, failing insulated glazing seals, turning on any utilities, defective products unknown to the inspector, calibration of thermostats, cosmetics, any work done without a history of a building permit or any health or environmental concerns, any future claims which may arise or be discovered as a result of future inspections, repairs or remodeling performed on the property.* Any comments made by the inspector during the inspection regarding excluded items are for informational purposes only and are not part of the inspection or the report. **Initials** _____

5. The inspection and report do not address, and are not intended to address, the possible presence of, or danger from asbestos, mold, radon gas, lead paint, urea formaldehyde, soil contamination, matters of title and survey, absence or presence of buried fuel tanks, pesticides, toxic or flammable chemicals, illegal drug production i.e., “meth labs”, water or airborne related illness or disease and other similar or potentially hazardous substances and conditions. The **Client(s)** is/are urged to contract a qualified specialist if information, identification or testing of the above is desired. **Initials**

6. **Absolute Home Inspections, LLC** will not move personal property, debris, furniture, equipment, or carpeting or like materials which may impede access or limit visibility. *Concealed or latent defects are excluded from the inspection.* Equipment and systems will not be dismantled. The inspection is not intended to be technically exhaustive, nor is it a compliance inspection for codes and regulations. **Initials**

7. **Neither the inspection nor the inspection report is a warranty, guarantee or insurance policy,** either expressed or implied regarding the adequacy, performance or condition of any inspected system or component. Neither the inspection nor the inspection report is intended to reflect the value of the inspected property or make any representation as to the advisability of purchase or suitability for use. The inspection and the report are only intended to express the professional opinion of **Absolute Home Inspections, LLC**, based on a limited visual inspection of accessible portions of the structure, systems and component, and existing conditions *at the time of the inspection.* **Initials**

8. In the event that some component of the inspected property appears to be defective *immediately* after the inspection, and **Absolute Home Inspections, LLC** did not indicate such defect in the report, the **Client(s)** agree(s) to make no alterations, modifications or repairs (or direct or allow others to do so) prior to a re-inspection by **Absolute Home Inspections, LLC**, with the exception of emergency conditions. **Absolute Home Inspections, LLC** reserves the right to either make the repair or to have the repair performed by a qualified third party. In addition, *notwithstanding the provisions of any applicable statute, the sole and exclusive remedy available to the Client(s) is damages in an amount not to exceed the fees actually paid by the Client(s) for services, and all other remedies, statutory or otherwise, are hereby waived by the Client(s).* **Initials**

9. The **Client(s)** agree(s) that should any provisions of this agreement are determined and declared invalid by any court of competent jurisdiction, the remaining provisions and portions shall remain in full force and effect. **Initials**

10. The delivered report by **Absolute Home Inspections, LLC** shall be considered the final exclusive findings at the inspected property. However, the **Client(s)** further understand(s) and agree(s) that **Absolute Home Inspections, LLC** has the right to submit an addendum to the original report within seven days of the inspection. **Initials**

11. The **Client(s)** understand(s) and agree(s) that it is his or her responsibility to have further evaluation and/or to initiate repairs to any items **Absolute Home Inspections, LLC** discovers; and to maintain and monitor the property and its components, including all paint, caulk, other sealants, gutters, HVAC filters, plumbing, grounds, driveway sealant, all combustion components such as fireplace, woodstove, water heater, HVAC system, etc. The **Client(s)** is/are advised and understand(s) they should have any repairs, further evaluations or cost estimates carried out prior to purchase to ensure they are making the most complete and thorough purchasing decision possible. **Initials**

12. This Inspection Agreement shall be binding upon the parties hereto, and their respective heirs, personal representatives, successors and assigns, and shall be construed in accordance with the laws of the State of Maryland, without consideration of principles of conflicts of laws. **Initials**

The following statements are included with this Agreement as required by the Commission for licensing Maryland home inspectors:

- **“An inspection is intended to assist in the evaluation of the overall condition of a building. The inspection is based on observation of the visible and apparent condition of the building and its components on the date of the inspection”;**
- **“The results of this home inspection are not intended to make any representation regarding latent or concealed defects that may exist, and no warrant or guaranty is expressed or implied”;**
- **“If your home inspector is not a licensed structural engineer or other professional whose license authorizes the rendering of an opinion as to structural integrity of a building or the condition of its components or systems, you may wish to seek the professional opinion of a licensed structural engineer or other professional regarding any defects or other observations set forth in this report”; and**
- **“Only home inspections performed by Maryland licensed home inspectors will be recognized as a valid home inspection under a real estate contract”.**

Initials

This report is intended for the use only of the signatories to this Inspection Agreement prior to the commencement and performance of the home inspection, which signatories, together with **Absolute Home Inspections, LLC**, constitute the only parties to the home inspection. There are no other parties or intended beneficiaries to the home inspection. Where there are two or more **Clients** whose signatures appear on this Inspection Agreement, the **Clients** agree to be jointly and severally bound.

The undersigned **Client(s)** certify/certifies that this Inspection Agreement was executed by the parties prior to the time of commencement of the home inspection.

In the event this Inspection Agreement is executed by facsimile or electronic signature, the **Client(s)** acknowledge(s) and agree(s) that such electronic or facsimile signature(s) shall have the same effect as manual signature(s) of this Inspection Agreement.

By signing this Inspection Agreement, the Client(s) expressly agree(s) to and understand(s) all terms and conditions detailed herein:

(CLIENT PRINTED NAME)

(CLIENT SIGNATURE) (DATE)

(CLIENT PRINTED NAME)

(CLIENT SIGNATURE) (DATE)

Absolute Home Inspections, LLC

By: _____
Inspector: **JERRY W. SMITH, President** (DATE) (TIME)

- \$ _____ **Home Inspection Fee**
- \$ _____ Radon Test & Analysis
- \$ _____ Water Sampling & Analysis
- \$ _____ Mold Inspection
- \$ _____
- \$ _____ **Total Inspection Fee**

Paid by: Check # _____ Cash _____

Home Inspection Commenced at: _____ AM / PM on _____