

**This agreement is between T1 Inspections Inc. (the “company”), a Virginia corporation, and the client(s) named on page 2.**

I (Client) hereby request a visual inspection of the structure at the address named on page 2 of this contract for my sole use and benefit. I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have.

### **SCOPE OF INSPECTION**

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with generally accepted standards of practice, a copy of which is available upon request or  included with this report.

### **OUTSIDE THE SCOPE OF THE INSPECTION**

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing, or any other thing is not included in this inspection.

The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of inspection.

Whether or not they are concealed, the following **ARE OUTSIDE THE SCOPE OF THIS INSPECTION:**

- Building code or zoning ordinance violations.
- Geological stability or soils condition.
- Structural stability or engineering analysis.
- Termites, pests or other wood destroying organisms.
- Asbestos, mold, radon, formaldehyde, lead, electromagnetic radiation or any environmental hazards/toxins.
- Water or air quality.
- Building value appraisal or cost estimates.
- Condition of detached buildings.
- Pools or spas bodies and underground piping.
- Specific components noted as being excluded on the individual system inspection forms.
- Private water or private sewage systems.
- Saunas, steam baths, or fixtures and equipment.
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls.
- Water softener/purifier systems or solar heating systems.
- Furnace heat exchangers, freestanding appliances, security alarms, or personal property.
- Adequacy or efficiency of any system or component.
- Prediction of life expectancy of any item.

(Some of the above items may be included in this inspection for additional fees – check with your inspector)

This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any act or trade. If

your inspector recommends consulting other specialized experts, client must do so at client's expense.

**MOISTURE EQUALS MOLD** - Moisture may be found in the structure during our visual inspection. If moisture is found, then it is scientifically known that moisture and mold are inter-related. We are not trained to formulate an opinion as to the existence or non-existence of mold. If moisture is listed in any portion of the report, then the client should understand that mold may also be present and that they should confer with a recognized authority with expertise in mold for guidance with prevention and/or clean-up.

**ARBITRATION:** Any dispute concerning interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of a recognized arbitration association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

**CONFIDENTIAL REPORT:** The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents involved in this transaction, but Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this agreement or the inspection report. Unless otherwise specified, Client authorizes T1 Inspections to provide copies of the inspection report to other parties of the transaction via mail, fax, email, Internet download or other similar methods of distribution; and to use such for promotional purposes. **CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD INSPECTOR HARMLESS FROM ANY THIRD PARTY CLAIMS ARISING OUT OF CLIENT'S UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT.**

**ATTORNEY'S FEES:** The prevailing party in any dispute arising out of this agreement, the inspection, or reports(s) shall be awarded all attorneys' fees, arbitrator fees and other costs.

**SEVERABILITY:** Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

**DISPUTES:** Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

### SATISFACTION GUARANTEE

If the client is not satisfied with the quality of an inspection performed under this contract, T1 Inspections will provide for a reinspection of the property by an outside inspection company. To exercise this option, the client must submit a request for a reinspection in writing to the company, via mail, fax, or email, within 48 hours of having received the final written inspection report. T1 Inspections will pay the fees charged for the reinspection, up to the amount of the total inspection fee paid to T1 Inspections, subsequent to receiving a duplicate copy of the reinspection report. Client will be responsible for any charges arising from the reinspection that are over and above the amount paid to T1 Inspections under this contract. Clients who receive a reinspection from an outside inspection company under the provisions of this guarantee shall accept it as full settlement for any and all claims against T1 Inspections.

### LIMITATION OF LIABILITY

THE INSPECTOR'S LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. **THE LIABILITY OF INSPECTOR'S PRINCIPALS, AGENTS, AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANY KIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.**

Client(s) Initial \_\_\_\_\_ **Limited Liability Inspection** [Clients may choose to receive an inspection **WITHOUT** the **LIMITATION OF LIABILITY** described above, for an additional fee by initialing the statement below:]

Client(s) Initial \_\_\_\_\_ **I agree** to pay an additional fee of \$ \_\_\_\_\_ to remove the limitation of liability for this inspection to a refund of the fee paid.

### ADDITIONAL INSPECTION SERVICES AND FEES:

<input type="checkbox"/> Radon: _____ <input type="checkbox"/> Pest/Termite: _____ <input type="checkbox"/> Lead: _____ <input type="checkbox"/> Pool & Spa: _____ <input type="checkbox"/> Return Site Visit: _____ <input type="checkbox"/> Other _____
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LIMITED LIABILITY INSPECTION FEE \$ \_\_\_\_\_

ADDITIONAL FEES \$ \_\_\_\_\_

TOTAL INSPECTION FEE \$ _____
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<b>To view your report online:</b> Visit: <a href="http://www.T1Inspections.com">www.T1Inspections.com</a> Inspection Number: _____ User Name: _____ Password: _____
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Property Address: \_\_\_\_\_

Client Name: \_\_\_\_\_ Inspection scheduled for: \_\_\_\_\_

**By signing below you acknowledge that you have read, understand and agree to the scope of the inspection and agree to all of the terms and conditions of this contract. You also agree to pay the fees listed above.**

Client: \_\_\_\_\_ Dated: \_\_\_\_\_

Client: \_\_\_\_\_ Dated: \_\_\_\_\_

Inspector: \_\_\_\_\_ Dated: \_\_\_\_\_