



1934 Overland Court
Allison Park, PA 15101-3223
(412) 366- 4600
Whipkey@1stHomeInspections.com

INSPECTION AGREEMENT

Client(s):

Address of Inspected Building(s):

Inspection Fee for Inspection Service: **\$**

This agreement is made on **January 24, 2014** by and between **1st Home Inspections, Inc.** (Company) and the Client(s) as listed above. This Inspection Agreement is for the inspection of the residential building(s) on the property. **This agreement describes the responsibilities of the parties, scope of the inspection, limitations, and remedies.**

In consideration of mutual covenants and agreements set forth herein, the parties agree as follows:

1. The Client acknowledges that they and any authorized representative(s) are **encouraged to attend and participate in the inspection** and recognizes that failure to do so may result in a less than complete understanding of the information provided in the Inspection Report. The Client warrants that **permission has been secured from the property owner or the owner's authorized representative for the Company to enter and inspect the building(s).**
2. **Scope of the Home Inspection** - The Company agrees to perform a non-invasive, non-technically exhaustive, visual inspection of the **structure, foundation, exterior, roofing, plumbing, electrical, heating, air conditioning, interiors, insulation, attic ventilation and fireplace** systems and components of the residential building(s) included in the inspection as they exist at the time of the inspection. The inspection will be performed to the best of the inspector's ability in accordance with the Pennsylvania Home Inspection Law, 68 Pa. C.S. § 7501, et seq., and the current 'Standards of Practice and Code of Ethics' of The American Society of Home Inspectors, Inc. ('ASHI') and the inspector shall comply with those Standards. You may view them at: <http://www.ashi.org/inspectors/standards/standards.asp>. The Company will identify **material defects** in those systems and components. A **material defect** is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself, a material defect.
3. **Systems and Components Excluded From This Inspection** - detached buildings, underground utilities, private or public water systems, private or public waste water disposal systems, sports courts, playground equipment, swimming pools, hot tubs, saunas, spa tubs, solar heating systems, sprinkler systems, water softeners, low voltage electronic systems, central vacuum systems, trash compactors and personal property unless additional testing or inspections are performed for an additional fee. In addition, the presence or absence of wood destroying insects is excluded, unless an additional fee is paid for a 'Wood Destroying Insect Inspection'. Additionally, the Company will not identify concealed conditions or latent defects not discernible by this limited, visual inspection of accessible areas.
4. **The discovery and identification of environmental, health, or other hazards is also excluded from the scope of this home inspection unless additional testing is requested and is performed for an additional fee.** The Client specifically acknowledges that this Inspection is not an environmental survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials, including, but not limited to asbestos, radon, lead, urea formaldehyde, mold, mildew, fungus, odors, animal infestation, noise, toxic or flammable chemicals, water or air quality, PCBs or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide, the presence of or any hazards incorporated in building materials or installed, associated with the use or placement of Chinese drywall, the identification of suspect stucco/synthetic stucco and/or EIFS, and controlled dangerous substances such as methamphetamines.
5. **The Company does not offer any guarantee or warranty.** The Client understands that the Inspection and the Inspection Report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose. Additionally, neither the Inspection nor Inspection Report is a substitute for any real estate transfer disclosures that may be required by law. The inspection is not a substitute for possible incomplete, inaccurate, or meaningless disclosure information provided by others.
6. **Prior to finalizing your sales agreement and prior to closing of escrow, the Client should obtain further evaluation of any identified material defects, and/or systems and components** described in need of repair, replacement, determined not accessible, or not inspected by a qualified contractor .

7. **The Client agrees to notify the Company promptly about errors or omissions in the Inspection Report.** The Client warrants they will read the entire Inspection Report when received and shall promptly contact the Company regarding any questions or concerns the Client may have regarding the inspection or the Inspection Report. Client understands and agrees that any failure to notify the Company as stated above shall constitute a waiver of any and all claims Client may have against Company.

8. The Client agrees that **any claim related to this Agreement, the Inspection and/or the Inspection Report** shall be made to the Company immediately upon discovery. The Client also agrees to allow the Company ten (10) days from the date the Company is first notified of any claim to come to the Property to inspect and evaluate any condition and not to make or allow others to make any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency. Client understands and agrees that any failure to notify the Company as stated above shall constitute a waiver of any and all claims the Client may have against Company. An action to recover damages arising from a home inspection report must be commenced within one year after the date the report is delivered. (68 Pa. C.S. § 7512)

9. **Liquidated Damages Provision** - Client understands and agrees that the Company is not offering a warranty. Thus, if Company fails to perform the service as provided herein or is alleged to have committed any breach of contract, negligence, fraud or misrepresentation, and/or any violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, or any other theory of liability arising out of, from or related to this Inspection Agreement or arising out of, from or related to the Inspection or Inspection Report, the Company's liability for any and all claims related thereto is **limited to an amount equal to the inspection fee** (exclusive of other fees), as liquidated damages and not as a penalty. The Client releases Company from any and all additional liability, whether based on contract, tort, or any other legal theory. There will be no recovery for consequential damages.

10. **Binding Arbitration** - If the parties are unable to reach a mutually agreeable resolution of any disputes among themselves; any and all controversies, claims or disputes arising out of or relating to this Agreement, the Inspection and/or the Inspection Report shall be referred to final and binding arbitration pursuant to the 'Arbitration Procedures and Rules' then in effect of: Construction Arbitration Service of Western Pennsylvania ("CAS") of Proliance Solutions, 400 Koppers Building, 436 Seventh Avenue, Pittsburgh, PA 15219. Arbitration Procedures and Rules are defined at: <http://www.proliancesolutions.com/Other-Services>. The cost of arbitration will be shared equally between the Client and the Company.

11. **This Inspection Agreement shall be governed by Pennsylvania law.** If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties. This Inspection Agreement and the Inspection Report represent the **entire agreement** between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Inspection Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Inspection Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. This Inspection is being performed for the exclusive use and benefit of the Client.

12. **Payment Terms:** The Inspection Fee along with the fee(s) for any other service **is payable by check or cash on the day field work is performed.** Reports are released after payment is received unless other payment arrangements have been agreed between the parties.

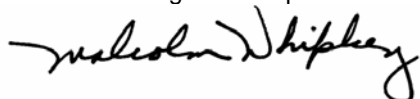
By signing this Inspection Agreement, the undersigned client(s) agree that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including all of the provisions. Client acknowledges that Client has had ample time and opportunity to review this Agreement and the 'ASHI Standards of Practice and Code of Ethics' prior to signing this Agreement. I (we) understand that if I do not agree to the terms and conditions set forth that I (we) have the right to cancel the inspection at this time and I (we) have the right to hire another inspection company. **If you have any questions regarding this Inspection Agreement; you should discuss them with the Company prior to signing this Agreement.**

Client Signature: _____ E-mail address _____ Date _____

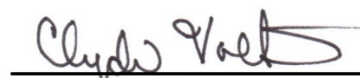
Client Signature: _____ E-mail address _____ Date _____

All reports are distributed to the Client(s). If you also want your reports distributed to your Realtor or other Designated Representative, write their name and contact information below:

Realtor or Designated Representative: _____ E-mail _____



Malcolm Whipkey - ASHI Certified Inspector #94114



Clyde Volk- ASHI Certified Inspector #252574

1st Home Inspections, Inc.

1934 Overland Ct.
 Allison Park, PA 15101
 (412) 366-4600

Date:

INVOICE

Client(s):
 Property Address:

DESCRIPTION	FEE AMOUNT
Inspection	\$ 0
Estimating	0
Wood Destroying Insect Inspection	0
Radon Test	0
Mold Test (If Needed-Approximate)	0
Well Flow and Potability	0
Septic Dye Test	0
<p>Please pay from this invoice. Payment is due before or at the time the inspection is performed. Reports are released when payment is received.</p>	
TOTAL	\$ 0

Quoted Fees may be adjusted for conditions encountered which vary from conditions known at the time of quotation. Larger buildings, older buildings, and/or revisits to the property involve additional fees.

THANK YOU!