



Sean & Sarah Cady ? 72982 235<sup>th</sup> Street, Dassel, MN 55325 ? (320)275-5275 ? 1-800-750-1082 ? [www.cadyhomeinspection.com](http://www.cadyhomeinspection.com)

# Inspection Agreement

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THIS AGREEMENT ("Agreement") is made and entered into by and between Cady Home Inspection, referred to as "CHI", and \_\_\_\_\_, referred to as "Client".

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. In consideration for the fee of \$\_\_\_\_\_, Cady Home Inspection ("CHI") shall provide a certified inspector to perform a limited real estate inspection on the property located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

2. CHI agrees to provide Client a limited visual inspection of the residential structure and one garage, if applicable, located at the above address and to provide Client with a written opinion regarding the apparent general condition of the structure, its components and systems, including identification of significant observable deficiencies as they exist at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. **The inspection will not advise the client to buy or not to buy.**

3. The inspection is not intended to be a home warranty and does not provide any guarantee regarding the home itself. This is not a "Code" inspection. CHI is not an insurer, payment for the inspection is based solely on the value of the service provided by CHI in the performance of a limited visual inspection of the general condition of the structure's systems and components as stated herein, along with the production of a written report. CHI EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY REGARDING ITS SERVICE. The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any areas not exposed to view, concealed, inaccessible because of soil, walls, floors, carpets, furnishing or any other thing, or those areas/items excluded by agreement of the parties or otherwise, are not included in this inspection. Maintenance and other items may be discussed, but will not form a part of the inspection report.

4. Areas NOT evaluated include, but are not limited to: Anything not visible, mold, cooking equipment, refrigerators, freezers, ice makers, dishwashers, water quality, wells, waste disposal systems, freezing or non visible pipes, any wall cavities, underground utilities, underground tanks, future settlement, solar systems, periodic water leakage, lead paint, paint, asbestos, radon gas, indoor air quality, environmental concerns, fences, security systems, swimming pools, detached buildings, washers, dryers, humidifiers, air filters, cosmetic conditions, floor coverings, limited view areas, product recalls, Freon leakage, and pumps of any kind. Existence of or damage by carpenter ants, termites, or other pests is not evaluated. Attics and crawl spaces will not be entered unless there is a safe, adequately sized, and accessible entry with adequate, safe, viewing area. Not all windows or doors will be operated; not all electrical outlets will be tested. Representative amounts and numbers of these items will be evaluated. This inspection will not be technically exhaustive. The inspector will not operate valves, move snow, debris, vegetation, furniture, floor coverings, storage or personal belongings. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.

5. Client agrees to obtain the current homeowner's consent for CHI to enter the premises; inspect the house for approximately three or more hours; request that the home owner will not attend the inspection; request that the home owner will open the attic access (if applicable); remove all storage from the attic access area; client agrees to contact CHI if the report is not received within forty eight hours of the completion of the inspection.

6. Any Client claim arising out of or related to any act or omission of CHI in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to CHI within ten (10) business days of discovery of claimed discrepancy, but no later than one (1) year after inspection date. Client further agrees to allow CHI to re-inspect the claimed discrepancy before any repairs, modifications or alterations are made to the claimed discrepancy. Any failure to do so will result in a waiver of any claim Client may have against CHI. Failure to notify CHI in writing of a claim within one (1) year after the inspection date will result in a waiver of the claim. In the event of a claim, CHI's (including its officers, agents and employees) total liability, and Client's exclusive remedy, will be limited to the total fee paid by the Client for the inspection and report.

7. This Agreement will be governed and interpreted under the laws of the state of Minnesota. This Agreement constitutes the entire agreement between the parties. No modifications will be enforceable unless such modification is made in writing and signed by both parties. This Agreement will be binding upon the parties, their spouses, heirs, executors, successors and assigns.

8. If any portion of this Agreement is found to be unenforceable or invalid, such clause will not invalidate the entire Agreement, and the remaining terms will continue in full force and effect.

9. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.

10. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

11. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State law. Furthermore, any legal action must be brought within two (2) years from the date of the inspection or will be deemed waived and forever barred.

12. Any dispute, controversy, interpretations or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be the final and binding judgment on the Award may be entered in any Court of competent jurisdiction.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Day: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Street Address: \_\_\_\_\_ Buyer Present:  Yes  No

City/State/Zip: \_\_\_\_\_, \_\_\_\_\_

Agent present:  Yes  No Agent's Name: \_\_\_\_\_

Inspector's Signature \_\_\_\_\_ Date: \_\_\_\_\_ Inspection #: \_\_\_\_\_

Inspector's Address: 72982 235th Street Dassel, MN 55325

Client agrees to release reports to seller/buyer/Realtor®:  Yes  No