

SIMLER Inspections, Inc.



Agreement Form

1. **WHAT AN INSPECTION IS:** A home inspection is a limited and primarily visual inspection of the readily accessible areas and systems of the property. Readily accessible areas or systems are those available for inspection without (i) requiring moving of personal property, or (ii) taking apart or removing any component, devise or piece of equipment that would not be taken apart or removed by a homeowner in the course of normal and routine homeowner maintenance. The purpose of the inspection is to find major defects and inform the client about the condition of the systems and components of the home as inspected at the time of the inspection. The inspection shall be performed in accordance with the Standards of Practice of the American Society of Home Inspectors, Inc., whose terms are incorporated herein by reference. A copy of these standards will be made available upon request.

2. **WHAT AN INSPECTION IS NOT:** The inspection is not an in depth or technically exhaustive analysis of the property and is not a code inspection or engineering evaluation.

A. **THE INSPECTION MAY NOT FIND EVERY DEFECT:** Because of the limited visual nature of the services there is a likelihood that the inspection company may not find every defect in the property. The client acknowledges the potential that the inspection company may not find every possible defect and further acknowledges that the inspection company can not be responsible for defects that may exist in the property but can not be discovered through a limited visual inspection of the readily accessible areas of the property. Defects that are hidden, latent, concealed, covered or in any way not discoverable at the time of the inspection is not the responsibility of the inspection company.

B. **NOT AN INSURANCE POLICY OR A WARRANTY:** This inspection is not an insurance policy and/or does not provide a warranty or guaranty of any kind on the property inspected.

3. **ITEMS NOT INCLUDED:** Items which are NOT part of the inspection include, but are not limited to;

Environmental:- lead paint, asbestos, toxic materials, mold and radon (unless contracted for separately)

Appliances:- garage door opener remote transmitters/receivers, freezers, free standing kitchen appliances, laundry appliances, water softeners and filters, self cleaning or continuous-cleaning capabilities of ovens, security systems, lawn sprinkling systems, timers, landscape lighting, intercoms, and interiors of chimney flues.

Equipment:- swimming pools, spas, tennis courts, playground equipment, or other recreational or leisure equipment.

Cosmetics:- floor coverings, interior paint, nicks and scratches in walls, ceilings, floors and trim or other conditions in the property that would be considered cosmetic only.

Insects:- any non-wood infesting insects, such as fleas, cockroaches, bees, mites, ticks, flies, etc. An inspection for wood destroying insects such as termites, carpenter ants, carpenter bees, etc. is not included in the general home inspection but may be contracted separately.

4. **LIMITATIONS OF LIABILITY:** IF THE INSPECTION COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO ITS PERFORMANCE OR FAILURE OF PERFORMANCE OF THE SERVICES TO BE PROVIDED HEREUNDER, WHETHER DIRECTLY OR INDIRECTLY IN ANY RESPECT, REGARDLESS OF WHETHER CLIENT'S CLAIM IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, THE INSPECTION COMPANY'S LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF MONEY ACTUALLY PAID BY THE CLIENT TO THE INSPECTION COMPANY FOR THE SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT AND SUCH AMOUNT SHALL BE DEEMED LIQUIDATED DAMAGES AND NOT AS A PENALTY AND SHALL BE THE EXCLUSIVE LIABILITY OF THE INSPECTION COMPANY TO THE CLIENT. in no event shall the inspection company be liable for any special, incidental, consequential, or punitive damages of any nature or for any claim against the client by a third party.

5. **RIGHT OF REINSPECTION:** If a component of the home, a system thereof, or any mechanical equipment servicing it inspected and reported by the inspection company is discovered as requiring repairs or replacement which differ from that stated in the inspection company's report and the client believes that the inspection company should be liable for the item, the client will inform the inspection company and allow the inspection company to re-inspect the item before the client repairs or replaces the item. If the client does repair, replace or alters the item before the inspection company has had the opportunity to re-inspect it, the client waives any and all actions against the inspection company.

6. **WEATHER CONDITIONS:** The weather conditions prior to and during the inspection can help or hinder the home inspectors ability to find defects. For example, an air conditioner cannot be operated unless the outside air temperature is above 50 degrees. A visual inspection can only be performed. If there are rainy conditions, we may be able to detect active leaks especially at roofs or foundations. However, if the conditions are dry, we may only be able to report visible stains. It is your responsibility to question the

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Agreement Form (Continued)

owner if the stains are active. If the roof and grounds are snow covered at the time of the inspection, we can return to re-inspect these components after the snow melts. The client agrees to contact the inspection company to re-inspect the affected components before closing. HAIL- If the inspection states dents or pitting to the roof or sidings, this may or may not be hail damage. Hail damage sometimes takes months to show up on a roof after a hail storm occurs. If we report dents/pitting in the exterior components, it is your responsibility to question the owner, contact an insurance company, or have further inspections performed by specialists in that field.

The client agrees to hold harmless the inspection company for defects which could only have been found in weather conditions that were different than the weather conditions at the time of the inspection and for any hail damage to the property.

7. **WORKING ON THE HOUSE:** Contractors, repairmen, engineers, architects or homeowners that may work on the property after the inspection may find defects through the course of disassembling components of the property. The inspection company will not disassemble or use any destructive techniques and therefore the inspection company will not be responsible for defects which may be found using destructive measures.

8. **STATUTE OF LIMITATIONS:** No suit or action shall be brought against the inspection company by the client for any loss, cost, damage, expense, liability, or otherwise arising out of or relating in any way to this agreement and the services to be performed or performed here under at any time after one (1) year after the date of the inspection.

9. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the client and the inspection company. Any additional inspections shall be performed subject to the terms and conditions of this agreement, except for any applicable fees for additional inspections.

9A. **LITIGATION:** Should the client make any claim or file any lawsuit against the inspection company, the client shall pay all damages, expenses, costs and attorney's fees of the inspection company if the client does not win.

9B. **ARBITRATION:** The parties agree to arbitrate any claim which may arise out of the performance of this Agreement. Any such claim shall be waived unless the demand for arbitration shall be made within one year from the inspection date. This contract contains a binding arbitration provision which may be enforced by the parties in accordance with Ohio law.

10. **WRITTEN INSPECTION REPORT:** A written inspection report shall be furnished to the client by the inspection company within a reasonable time after completion of the inspection. The client's signature below indicates that the client will read the report in its entirety. No verbal representations shall in any way modify the written report.

11. **COPIES OF THE REPORT:**

As a courtesy, the inspection company can distribute copies of the inspection report to other parties such as real estate agents.

Signature:

Inspection Date: