

Inspection Agreement

Please read this Agreement carefully. For the protection of both the Client (“Client”, “you”, “your”) and Merit Home Inspectors LLC (“Inspector”, “we”, “us”, “our”), this Agreement specifies the terms, conditions, limitations and exclusions of the work to be performed.

Client:

Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone: _____

Email: _____

Property to be Inspected:

Address: _____

City: _____

State: _____ Zip Code: _____

Scope of Inspection: We perform a visual inspection of the home/building and provide you with a written report identifying the defects that we observe and deem material and significantly deficient.

Regulatory Compliance: The report is not a substitute for any required disclosures by the seller. The inspection conforms to the American Society of Home Inspectors (ASHI) Standards of Practice, which can be viewed at www.meritinspectors.com/sop, and is conducted in accordance with Virginia statutes, which can be viewed at www.meritinspectors.com/vs, and does not include a review for compliance with regulatory requirements, including the Virginia Uniform Statewide Building Code or other codes, regulations, laws, and ordinances.

Code of Ethics: We abide by the ASHI Code of Ethics, which can be viewed at www.meritinspectors.com/coe.

Areas to be Inspected: The areas and systems of the property to be inspected, including those inspections that are either partial or limited in scope, include: grounds exterior of building, roof and drainage, garage, electrical system, building structure, attics, basement and crawl spaces, air conditioning systems, heating systems, fireplaces, plumbing systems and water heaters, bathrooms, bedrooms, interior living spaces, laundry area, and kitchen(s).

Exclusions: In accordance with Virginia statutes, the following categories are not covered by the inspection:

- a. Condition of systems or components that are not readily accessible
- b. Remaining life of any system or component
- c. Strength, adequacy, effectiveness, or efficiency of any system or component
- d. Causes of any condition or deficiency

Inspector:

Alex Aderton
 Virginia License # 3380001249
 Merit Home Inspectors LLC
 4512 Medford Drive
 Annandale, VA 22003
 703-589-6740
alex@meritinspectors.com

Inspection Fee:

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- e. Methods, materials, or costs of corrections
- f. Future conditions including failure of systems and components
- g. Suitability of the property for any specialized use
- h. Market value of the property or its marketability
- i. Advisability of the purchase of the property
- j. Presence of diseases harmful to humans or potentially hazardous plants or animals including wood destroying organisms and mold
- k. Presence of any environmental hazards including toxins, carcinogens, noise, asbestos, lead-based paint, mold, radon, and contaminants in soil, water, and air
- l. Effectiveness of any system installed or methods used to control or remove suspected hazardous substances
- m. Operating costs of systems or components
- n. Acoustical properties of any system or component
- o. Presence of components involved in manufacturer’s recalls
- p. Inspection of outbuildings

Limitations of the Inspection: The inspection and subsequent report does not identify problems or conditions that cannot be seen during a visual inspection and does not identify problems that are purposely hidden or covered. The Client understands that the Inspector is not going to dismantle any system, or move furniture, personal property, debris, carpeting or equipment that may impede access or limit visibility.

The report is not an exhaustive list of every minor problem that can exist in the house. Weather conditions, including snow, ice, rain, dry spells, and temperature, can limit the extent of the inspection. Further, heating systems may not be fully tested during hot weather; cooling systems cannot be tested when the outdoor temperature has fallen below 60° F, to prevent damage to the equipment.

Additional items beyond the scope of the inspection include: any roof that the Inspector deems not accessible or otherwise unsafe to access, attics or crawl spaces with limited or no access, chimney interiors or liners, equipment connected to utilities that have been shut off or otherwise rendered inoperative, and swimming pools.

Recommendations: We are a home inspection generalist and we are not acting as a licensed engineer, architect, or expert in any craft or trade. If we recommend consulting or other specialized experts, you must engage them at your expense. We have no financial interest in recommending a person or company.

Pre-Settlement Walk-Through: You realize that property conditions can change between the time of the inspection and the time of legal acceptance of the premises. Damage can occur, equipment can fail, and problems may develop after the inspection is performed. You waive any right to make a claim against us if you fail to take the proper course of action for repairs needed to correct any problems and conduct a thorough pre-settlement walk-through.

No Guarantee or Warranty: The inspection report is based upon visual observation of existing conditions of the inspected property at the time of the inspection and is not intended to be, or to be construed as, a guarantee, warranty, or any form of insurance. As an additional service, we may offer a separate guarantee or warranty provided by a third party, which is not part of the inspection report.

Third Party Disclosure: The inspection and report are for your use only. You are the sole owner of the report and all rights to it. Only you may give us permission to discuss the observations with third parties, including real estate agents, owners, and repair persons. We are not responsible for use or misinterpretation by third parties. Third parties who rely on it in any way do so at their own risk and release us from any liability whatsoever.

If you, or any person acting in your behalf, provide the report to a third party, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us.

Limitation of Liability: Client agrees that the Inspector's total liability is limited to the cost of the inspection for any

errors, mistakes, or omissions of any kind. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

Dispute Resolution: If you believe there was an error, omission, or deficiency in the inspection or report, you must notify us immediately by phone, and in writing within 14 days, with the nature and extent of the problem, and make the property available for re-inspection. Any repairs, alterations, or replacement of alleged faulty or defective equipment or components prior to notifying us and our subsequent re-inspection voids your right to file a claim under this Agreement and relieves us of any and all liability for such claim.

If you make a claim against us, relative to this Agreement and inspection, both parties agree to submit the dispute to the American Arbitration Association and use as a gauge of performance the ASHI Standards of Practice and Virginia statutes that are referenced in this Agreement. Arbitration will take place in Fairfax County by a qualified arbitrator who has knowledge of the home inspection process. You must initiate the proceeding within one year of the date of this Agreement. If you initiate and pursue a claim against us for any alleged error, omission and/or deficiency, and fail to prove the claim, you agree to pay all costs, fees, legal expenses and all other costs associated with the action that we incur in defense of the claim.

Entire Agreement and Severability: This Agreement contains the entire agreement between the Client and the Inspector. This document supersedes any and all representations, both oral and written, among the parties. This Agreement may be modified, altered or amended only in writing and signed by both parties. Any provision of this Agreement that proves to be invalid, void or illegal will in no way affect, impair or invalidate any other provision of this Agreement and all such other provisions will remain in full force and effect.

This Agreement is binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of this Agreement.

Report Delivery: We will deliver the written inspection report to you by email within 24 hours of the inspection.

Acceptance of the Agreement: You request that the address described above be inspected in the manner outlined in this Agreement. You acknowledge that you have read, understand and agree to the terms of this Agreement, or that the Agreement has been re-negotiated in writing to your satisfaction. Further, you acknowledge that this Agreement is between you and us and that the Agreement limits our liability. You are signing this Agreement of your own free will and you agree to pay us the fee specified in this Agreement either before or at the conclusion of the onsite inspection.

By Client (or Client's authorized representative):

Signature: _____

Print Name: _____

Date: _____

By Inspector:

Signature: _____

Print Name: _____

Date: _____