

Daves Inspection Service, Inc.
Home • Commercial • Condominiums
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CONTRACT FOR INSPECTION

Daves Inspection Service, Inc. (hereinafter referred to as “company”) and _____ (hereinafter referred to as “client”) in consideration of the mutual conditions, premises, and covenants, the parties hereby agree to the following terms and conditions: The client agrees to pay an inspection fee of \$ _____ in exchange for an inspection (hereinafter referred to as “inspection”) of and report, verbal and/or written, (hereinafter referred to as “report”) on the property located at _____ in the City of _____ and the County of _____ in the State of Colorado (hereinafter referred to as “home” or “house”) by an inspector (hereinafter referred to as “inspector”) agreed upon by both the client and the company (hereinafter referred to jointly as the “parties”). Payment by client is due at the time of delivery of a written report by the company or the inspector.

Type of Inspection requested: Full general home; Condominium; Full general commercial; Radon test

Date of inspection: _____ Approximate time of beginning inspection: _____ AM PM

The home inspector visually examines the exposed, accessible areas requested by the client. Such items may include the electrical system, the roof, the plumbing inside the house, the heating ventilation and air conditioning systems (when weather permits), the foundation and basement, and the floors, walls, windows, ceilings and doors. The home inspector evaluates clues he finds in the home to render his professional opinion on the physical state of the home, condominium or co op. In addition, the home inspector may provide valuable information on what home items need in the form of major maintenance or repair. The full general inspection is intended to conform to the Standards of Practice of the National Association of Home Inspectors Inc. If the client has ordered the full general inspection, the inspection is intended to fulfill both the Standards of Practice of the National Association of Home Inspectors Inc. If the client has ordered the condominium inspection, after attempting to determine what sections of the condominium unit the owner is responsible for, the company will only inspect the sections for which it has deemed the owner responsible. Items for which the condominium association has been deemed responsible for will not be inspected. However, none of the company’s inspections (including the general inspection) is to be expected or considered in any way to produce an evaluation that will reveal every possible problem related to the items inspected. Rather, the purpose of the inspection is to warn of **MAJOR PROBLEMS** and **UNSAFE** conditions. **THIS INSPECTION IS NOT EXPECTED TO DETECT EVERY MINOR PROBLEM OR CONDITION IN THE BUILDING.**

None of the company’s inspections have ever been perfectly carried out nor is it expected to be and not one of the company’s individual inspectors is perfect nor are they expected to be. The company does, however, attempt to be as comprehensive as it can be expected to be with the level of inspection desired. The company and its inspectors also attempt to be conscientious in their work. All buildings will have problems throughout their existence. The period of time after an inspection is no exception to this rule. Generally the kinds of problems that may unexpectedly arise shortly after an inspection are the kinds of problems or items for which no clues were available to the inspector to identify the problem under the conditions that existed at the time of inspection (e.g. weather, drainage conditions, intermittent function, differing traffic or use conditions than during or before the etc.) or for which a change in the condition of the property or item that was evaluated has occurred since the inspection. The inspection and report is based upon observation of conditions that existed at the time of the inspection only. **THE INSPECTION AND REPORT ARE NOT INTENDED NOR ARE THEY TO BE CONSIDERED AS GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE, REGARDING THE CONDITIONS OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED OR REPORTED ON AND IT SHOULD NOT BE RELIED UPON AS SUCH.**

Repair cost approximations are only subjective evaluations of probable cost and as such should always be double checked by the client by requesting estimates from the appropriate contractors for client’s particular home. The entire inspection and report are also furnished on an “opinion only” basis. Expect different opinions from different persons and expect at least some of those who are interested in selling you a product or service to potentially be rendering a subjective or biased opinion. If the client feels that the inspector who conducted the inspection did not conform to the standards expected of an inspector the client hereby agrees and guarantees to immediately notify the company’s office in writing by certified mail to the company’s P.O. Box or other official address describing which items are involved, the nature of the problem and the circumstances giving rise to the problem and to allow the company to send individuals to evaluate the clients’ complaint on site prior to the client making any repairs or agreeing to pay a contractor (or other person) for any repairs or disturbing any items related to the complaint. Failure of the client to provide such notification to the company or failure of the client to allow such an evaluation prior to making or contracting for repairs shall eliminate any liability on the part of the company or the inspector. This is a condition precedent to client’s claim. If a dispute arises under any conditions of this Contract for Inspection, prior to either party filing a lawsuit to enforce the terms or conditions of the contract, the parties agree to submit the matter of dispute to mediation which shall occur within ninety (90) days of the written notification provided herein. The parties in person and by counsel, agree to mediate their dispute prior to the filing of litigation in accordance with the following. Each party is responsible for paying one-half of the mediator’s fees and expenses unless otherwise agreed to in writing by the parties. The mediation shall be regarded as settlement negotiations and shall be subject to the same confidentiality protections as provided in law. The parties, their counsel, and the mediator agree that each has a privilege to refuse to testify and to prevent the other from testifying about any communication made during the mediation. The parties shall mediate in good faith but are not required to reach an agreement. Any such or other claim shall be waived unless the written notification as provided herein is made within 6 months from the inspection date. Notwithstanding any provision to the contrary, the company or home inspector may file a lawsuit against the client to collect unpaid inspection fees without giving written notification or submitting such claim to mediation. In any litigation arising out of this contract the prevailing party shall be entitled to reimbursement of their court costs and reasonable attorney’s fees from the other party. Because of the limited nature of the inspection relative to the value of the property, the parties agree and acknowledge the limit of the company’s and the inspector’s liability shall be an amount equal to the original inspection fee unless the parties agree on a supplemental fee for responsibility for costs incurred above this amount for negligence, or the client has ordered a Full comprehensive inspection. This limitation of liability shall include and apply to all damages, including but not limited to any negligence damages, consequential damages, errors or omissions damages, punitive damages, bodily injury damages, strict liability, breach of contract or breach of warranty and property damage of any nature. The building, its components and equipment, are to be ready and accessible at the time of the inspection. All utilities and pilot lights must be on and all equipment operational so the total inspection can be completed on that date. This is the responsibility of the client. The inspector is not obligated to change light bulbs, light pilots, move furniture, obstructions, or floor coverings, or remove panels to inspect any part of the building or its equipment. This inspection is not intended to be technically exhaustive. Equipment and systems will not be dismantled. Company urges client to contact the owner of the inspected property to learn of the age of such items as the roof and any recent problems or known defects in the property.

The inspection and report is not intended to reflect the value of the premises, nor to make any representation as to the advisability or inadvisability of purchase. In addition, the inspection and report excludes and does not intend to cover any and all components, items and conditions which by the nature of their location are

concealed or otherwise difficult to inspect. In addition, the inspection and report exclude and are not intended to cover any of the following: 1. Recreational, leisure, playground or decorative equipment or appliances including but not limited to pools, hot tubs, saunas, steam baths, landscape lighting, fountains, shrubs, trees, and tennis courts; 2. Cosmetic conditions (wallpapering, painting, carpeting, scratches, scrapes, dents, cracks, stains, soiled or faded surfaces on the structure or equipment, soiled, faded, torn, or dirty floor, wall or window coverings etc.); 3. Noise pollution or air quality in the area; 4. Earthquake hazard, liquefaction, flood plain, soil, slide potential or any other geological conditions or evaluations; 5. Engineering level evaluations on any topic; 6. Existence or non existence of solder or lead in water pipes, asbestos, hazardous waste, radon, urea formaldehyde urethane, lead paint or any other environmental, flammable or toxic contaminants or the existence of water or airborne diseases or illnesses and all other similar or potentially harmful substances (although the inspector may note the possible existence of asbestos in ceiling texture and furnace duct tape only if, in his/her experience the materials appear to possibly contain asbestos); 7. Zoning or municipal code (e.g. building, fire, housing (existing buildings), mechanical, electrical, plumbing, etc. code) restrictions or other legal requirements of any kind; 8. Any repairs which relate to some standard of interior decorating; 9. Cracked heat exchangers or similar devices in furnaces; 10. Any evaluation which requires the calculation of the capacity of any system or item that is expected to be part of the inspection. Examples include but are not limited to the calculation of appropriate wattage or wiring of kitchen appliances, appropriate sizing of flues or chimneys, appropriate ventilation to combustion based items (e.g. furnaces, water heaters, fireplaces etc.), appropriate sizing, spacing and spanning of joists, beams, columns, girders, trusses, rafters, studs etc., appropriate sizing of plumbing and fuel lines, etc.; 11. Washers and dryers; 12. Circuit breaker operation; 13. Specialty evaluations such as private sewage, wells, solar systems, alarms, intercom systems, central vacuum systems wood and coal stoves, pre fab and zero clearance fireplaces, space heaters, sprinkler systems, gas logs, gas lights, elevators and common areas unless these have been specifically added to the inspection description above but only to the degree that the inspector is capable of evaluating these items; 14. Items that are not visible and exposed including but not limited to concealed wiring, plumbing, water leaks, under bathtubs and shower stalls due to faulty pans or otherwise, vent lines, duct work, exterior foundation walls (below grade or covered by shrubs or wall/paneling, stored goods etc.) and footings, underground utilities, and systems and chimney flues; 15. Evaluations involving destructive testing; 16. Evaluation which requires moving personal goods, debris, furniture, equipment, floor covering, insulation or like materials; 17. Design problems and adequacy or operational capacity, quality or suitability; 18. Fireplace

drafting; 19. To prevent damages to units, air conditioning when outside temperature below 60 degrees F or if the unit has not been warmed up or on for at least 24 hours prior to inspection; 20. Any evaluation which would involve scraping paint or other wall coverings; 21. Heating system accessories (e.g. humidifiers, electronic air cleaners etc.); 22. Legal description of property such as boundaries, egress/ingress, etc.; 23. Quality of materials; 24. Conformance with plan specifications or manufacturers specifications; 25. Flood conditions or plains; 26. Any other characteristics or items which are generally not included in a building inspection report on a regular basis.

Some items are randomly examined. Some examples of randomly examined items include: 1. windows; 2. electrical plug continuity, polarity etc.; 3. switch and light operation; 4. Dishwashers, stovetops and other kitchen appliances; 5. Ground fault interrupt operation; 6. roof shingle condition; 7. siding material and other large surface area items' condition; 8. secure mounting of light fixtures, cabinets, door knobs, locks etc.; 9. mortar condition 10. brick condition; 11. accessible insulation depth or thickness; 12. door operability; 13. other items for which it is impractical to evaluate the entire area or system even if it is accessible, visible etc.

Any general comments which may appear about these above systems and conditions normally not considered a part of an inspection are provided as a courtesy only and do not represent or form a part of the inspection.

If this contract was signed after the inspection was completed or after an appointment to conduct the inspection was arranged (regardless of who the agent or intermediary was that relayed a message about or ordered the inspection), both parties hereby agree that an express or implied agreement was made at the time the appointment was made and that this written agreement clarifies the terms and conditions of that agreement made at the time of arranging an appointment for inspection.

The company and its inspectors assume no liability to persons other than the client (e.g. tenants, repairmen, insurance companies, Realtors etc.) and shall not be held liable to persons other than the client for any mistakes, omissions or errors in judgment of the company or its inspectors. This limitation of liability shall include and apply to all damages, including but not limited to any consequential damages, punitive damages, bodily injury damages and property damage of any nature.

Severability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein in other application hereof shall not in any way be affected or impaired thereby, and such invalidity shall be construed and limited as narrowly as possible.

Research and Training Consent. For the purpose of advancing knowledge concerning the nature of construction failure and building conditions the client authorizes and consents to the attendance of trainees and other observers during the inspection and authorizes and consents to the use of closed circuit television, the taking of photographs and motion pictures, the preparation of drawings and similar illustrative graphic material and their use for purposes of advancing above mentioned knowledge, with the understanding that the exact location of the house will not be revealed unless the client expressly consents thereto.

Seller Authorization. Client hereby acknowledges that the client has obtained specific written or oral approval from the current owner of the home to have the home inspected under the terms of this contract.

Attendance of Inspection by Client. If client does not attend at least the last portion of the inspection and/or is unable to receive a review of the inspection verbally on site then the client hereby acknowledges that the quality of service the client will receive is far inferior to the quality the client would receive if they were able to hear a verbal on site report. Client also hereby acknowledges that the client is aware of the company policy that prohibits questions or conversation to or around the inspector during the inspection and that such circumstances may reduce the quality of the inspection as a result.

Termites. Termites or other wood destroying insects or organisms are inspected for if and only if it has been ordered (see coverage of inspection under "Type of Inspection" section above).

Applicable law. The laws of the State of Colorado shall be applied in the interpretation and adjudication of this contract.

Signatures: Client(s) _____ Client(s) _____

Inspector _____ Date _____