

Eagle Home Inspections

Moving to a new nest? Let the Eagle guide you.

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CONTRACT AGREEMENT

At your request, Eagle Home Inspections is completing a property inspection conducted in accordance with the standards of practice of the National Association of Home Inspectors Incorporated, a copy of which is included with the report, and which is commensurate with industry standards. The inspection has clearly defined limitations and is not a substitute for the Transfer Disclosure Statement, which the seller is required to provide by civil code. The inspection is performed by a generalist in a matter of hours and does not include any warranties, as opposed to those by specialists that could take several days to complete and could include warranties. Therefore, please be aware of the following limitations of this service: It is not a code-compliance inspection and does not include any research, such as that necessary to establish boundaries, easements, and the issuance of permits or certificates of occupancy. It is not a specialized inspection, such as that conducted by geologists, engineers, environmental specialists, and termite inspectors, who evaluate soil conditions, determine differential settling or structural movement, test the quality of air and water, or detect the presence of pests or rodents, and harmful contaminants, such as radon, methane, asbestos, lead, formaldehyde, electro-magnetic radiation, molds and fungi, termites, and other wood-destroying organisms.

Similarly, in accordance with NAHI standards, Eagle Home Inspections does not evaluate or endorse any concealed areas or components, such as subterranean ducts, pipes, or conduits within walls, floors, or ceilings, obstructed switches and outlets, the slab beneath carpets, the interior of heat exchangers, air-conditioning coils and supply ducts, significant portions of chimney flues, and the waterproof membrane beneath roofs, balconies or shower pans. Also, we do not evaluate or endorse the following specific components: computerized systems, radio or remotely controlled components, central vacuum systems, alarm, telephone, cable, or intercom systems, private sewage systems, private water supply systems, water softeners, water circulating devices, water filtration or purification devices, the hermetic seal of dual-glazed windows or skylights, solar systems, fire-sprinkler systems, shut-off valves that are not in daily use, elevators, saunas, steam showers, humidifiers, electronic air cleaners, in-line duct motors or dampers, washers, dryers, and their valves or drain pipes, condensate pumps, thermostats, timers, clocks, rotisseries, refrigerators, portable or free-standing appliances, retaining walls, landscaping or landscape items, including decorative and low-voltage lighting, portable spas, fountains and ponds, barbecues, fire-pits, pool sweep assemblies, in-line chlorinators, or similar devices dispensing bromine or ozone, and the coatings on pools, spas, countertops, fixtures, appliances, decks and walkways.

In addition, Eagle Home Inspections do not tacitly endorse or guarantee the integrity of any structure or component that was built or installed without permit, and which could include latent defects, or any item that may have been subject to a manufacturer's recall. What Eagle Home Inspections provides is a conscientious but essentially visual inspection, recommendations for appropriate specialist service, and any consultation that may be necessary. In return and in consideration of the fee, you are agreeing with your signature to abide by the terms and conditions of the contract and to the following specific stipulations that you should acknowledge with your initials.

I agree that I have received a copy of the NAHI Standards of Practice, and waive the right to a more comprehensive, technical inspection by specialists.

Initials: _____

I agree that Eagle Home Inspections will not inspect for mold or fungi, and that they are not authorized or licensed to do so.

Initials: _____

I agree that any recommendations that Eagle Home Inspections may make for service, a second opinion, or permit research should be completed and documented before the close of escrow or that Eagle Home Inspections will be absolved of any subsequently alleged defect regarding that specific component or condition.

Initials: _____

I agree that should a dispute arise from this inspection and report, or the interpretation thereof, that I will only

undertake emergency measures and will not alter, repair, replace, correct, or modify any disputed component or condition without first giving the representatives of Eagle Home Inspections the right to re-inspect. Furthermore, I agree that I will first attempt to resolve any dispute informally. Should such an attempt fail, I agree to submit the dispute to binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Incorporated, and that the decision of the appointed arbitrator shall be honored and entered in any Court of competent jurisdiction as being legal and be binding on both parties.

Initials: _____

I agree that should I initiate either arbitration or a court action without first attempting mediation that I shall not be entitled to recover attorney's fees and costs that might otherwise be awarded to me through arbitration or a court action.

Initials: _____

I agree that if any portion of this contract is judged to be invalid or unenforceable by any court or arbitrator that the remaining terms and conditions shall remain in effect and binding between the parties.

Initials: _____

AUTHORIZATION

I have read and understood this contract and agree to all of the terms and conditions therein, and in consideration of the agreed upon fee, I authorize Eagle Home Inspections to complete an inspection of the property in accordance with the Standards of Practice of the National Association of Home Inspectors.

CLIENT'S SIGNATURE _____

DATE _____

INSPECTOR'S SIGNATURE _____

DATE _____