

APPLE VALLEY RESTORATIONS LLC

HOME INSPECTION

www.homeinspectionsfoxvalley.com

"Serving Wisconsin & the U.P."

Toll Free: 1-800-228-3963

Date of Inspection: _____ Time of Inspection: _____

Name of Client(s): _____

Client(s) current mailing address; Street: _____

City: _____ State: _____ Zip: _____

Client(s) Phone number(s): _____

Client(s) Email: _____

YOUR HOME INSPECTION AGREEMENT

This Home Inspection Agreement ("Agreement") is hereby entered into this date as set forth above, by and between Apple Valley Restorations (Inspector) and Client. Inspector is hereby engaged to perform a visual home inspection at the following property location: _____ ("Property").

In consideration of the mutual promises, covenants and agreements contained herein, Client and Inspector agree as follows:

1. **SCOPE OF INSPECTION:** Inspector agrees to perform a limited visual inspection of the Property and to provide Client with a written report as to the apparent general condition of the Property's components and systems, including identification of significant observable deficiencies, as they exist at the time of inspection. The Inspector's findings are based on a visual, non-destructive inspection of the Property. The Client agrees that items, systems and components to be additionally included or omitted from the report will be determined solely by the inspector performing the inspection and agreed in writing.

a. The visual inspection of the Property includes an inspection of open, accessible and apparent building components that are specifically identified in Inspector's report. Any area, that is not exposed to view, is concealed, in accessible because of soil, walls, floors, carpets, ceilings, furnishings or any other thing, or those areas/items, which have been excluded is not included in this inspection. Inspector shall not alter, build, repair, destroy, dismantle, maintain and or service any building component that falls within the scope of this Agreement. Upon the delivery of the Inspector's report to the Client, Inspector shall have fully and completely discharged Inspector's duties and obligations pursuant to this Agreement.

b. The inspection report does not determine whether the property is insurable, nor will it include an appraisal of the value or a survey. Additionally the inspection report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

c. The inspection is limited to what can easily be detected during a short period of time; the duration of a typical home is roughly 2-4 hours. It is impossible to find every defect or deficiency during an inspection, therefore Client should anticipate additional defects/deficiencies during ownership of the Property. Weather conditions or other conditions which are beyond the control of the Inspector and which may affect and limit the inspection are accepted by Client without additional burden to Inspector.

d. The written report to be prepared by Inspector shall be considered the final and exclusive findings of Inspector of the Property. Client understands and agrees that Client will not rely on any oral statements made by the Inspector prior or subsequent to the issuance of the written inspection report. Client further understands and agrees Company reserves the right to modify the inspection report for a period of time that shall not exceed two (2) business days after the inspection report has first been delivered to the Client.

2. **STANDARDS OF INSPECTION:** The inspection performed by Inspector shall be performed in accordance with the current Standards of Practice by the State of Wisconsin.

3. **PAYMENT:** Client shall pay Inspector for the visual home inspection to be performed pursuant to this Agreement. Payment in full is due immediately upon completion of the inspection. No written report will be issued until full payment is received. An 18% late fee per month will be charged for all late payments. All cost but not limited to, collections, liens & legal fees to recover past due payments will be added to the customer final bill. A \$50.00 fee will be added to all returned checks.

4. ACCESS TO THE PROPERTY: Client agrees that all necessary arrangements will be made with Inspector to enter and inspect the Property. Access to the Property shall include, but is not limited to, the roof, attic, the complete interior of the building, closets, and garages. Any areas of the Property that the Client desires to exclude from the Inspector's access shall be specifically listed, in writing, by the Client prior to the inspection. In addition to the other limitation provisions in this Agreement, Client agrees to assume all the risk for all conditions which are concealed from the view at the time of the inspection or exist in any area excluded from Inspection by the terms of this agreement.

5. THIRD PARTY BENEFICIARIES: The contents of this inspection report and any representation made within are intended for the sole use and benefit of the Client, and are not assignable to any other third party without Inspector's written permission. Any reliance thereon by any other than the Client is prohibited.

6. EXCLUSIONS AND LIMITATIONS: Client acknowledges and agrees that any inspection report and the findings within are limited in scope and nature, and the following items are among those that are NOT COVERED, nor can they be accurately assessed by Inspector during a limited inspection: any and all latent or concealed defects, deficiencies, and conditions; any and all environmental hazards, defects, and conditions (including asbestos, lead paint lead water pipes, lead solder, urea formaldehyde, toxic wastes, flammable material, polluted water, molds and fungi); the extent of damage in defective areas; free stand heating stoves; humidifiers; air purifiers, motorized dampers; heating systems and accessories; Solar heating; insulation effectiveness; energy efficiency measurements; paint, wall paper and other treatments to windows, interior walls ceilings and floors; fire escapes; elevator components and shafts; internal gutter and downspout systems; air quality analysis; concealed wiring; subsurface soil conditions below and surrounding the building; the adequacy or condition of earth tie-downs for manufactured/mobile homes; the toxicity and combustibility of all materials and finishes; chimney flues; through wall air conditioners; central vacuum systems; fire sprinkler systems; fire and smoke detection systems; concealed insulation; locks and security devices; acoustical tests; automatic smoke and vent dampers; underground storage and fuel tanks; heat loss analysis; fan driven exhaust systems for central heating flues; exterior plumbing components (including private sewer systems, buried pipes, connection to public sewer lines, buried components of sprinkler systems and swimming pools and their equipment); water supplies (including water wells, water conditioning equipment, water quality, water softener, volume of well water); ancillary electrical systems (including TV cable systems and antennas, intercom systems, telephone systems, lightning protection systems, heating cables, door opening and doorbell systems, fire alarm systems, security systems, telephone systems); recreational equipment or facilities; pest infestation, including termites, wood borers, carpenter ants, fire ants, bees, rodents, insects, pest or other wood destroying organisms; trees or plants; code compliance, ordinances, statues and covenants and manufacturer specifications, recalls, EIFS. Client understands that these systems, items and conditions are expected from this inspection. Any general comments about these excluded systems, items and conditions within the written report are for informational purposes only and do not represent an item of inspection.

7. NOTIFICATION OF CLAIMS: REINSPECTION: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the subject Property, shall be made in writing and reported to the Inspector within ten (10) business days of discovery. Client further agrees that, with exception of emergency conditions, Client or Client's agents, employees or independent contractors will make NO alterations, modifications or repairs to the claimed discrepancy prior to re-inspection by the Inspector. Client understands and agrees that failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question. Client further agrees that the Inspector shall only be liable if there has been a complete failure to follow the State of Wisconsin Standards of Practice or if in Michigan, Michigan State laws. Client's failure to conform to the requirements and conditions herein shall make any and all contractual obligations on the part of Inspector regarding the inspection of the Property become null and void, and Inspector shall be full released from all obligations of this Agreement. Furthermore, any legal action shall be brought within one year (1) from the inspection date, or what State law permits, or it will be deemed and waived forever barred.

8. DISCLAIMER OF WARRANTIES: It is agreed that the Inspector, its employees, officers, owners, and heirs are not in any way insurers or guarantors against defects in the structure, items, components or systems of the property inspected. The Inspector makes no warranties, express or implied, as to the fitness for use, condition, performance or adequacy of any inspected structure, item component or system, and any such warranty is specifically excluded and disclaimed. Any and all disputes, demands, claims or controversies hereto arising out of or relating to this contract or the breach thereof, shall be resolved through binding arbitration administered by Resolute Systems, LLC pursuant to the Resolute Systems, LLC Home Inspection Arbitration Rules (800.776.6060 www.ResoluteSystems.com). See complete arbitration rules on Resolute Systems website.

9. **LIMITATION OF LIABILITY:** payment for the inspection services provided herein are based solely upon the value of those services, and it is not the intention of the parties that the Inspector assume responsibility: (1) for any loss occasioned by malfeasance or misfeasance in the performances of services under this Agreement, (2) for any loss or damage sustained through burglary, theft, robbery, fire or other cause, or (3) for any liability on the part of the Inspector by virtue of this Agreement or because of the relationship hereby established. If there shall, notwithstanding the above provision, at any time be, or arise any liability of the part of the Inspector by virtue of this Agreement, or because of the relationship hereby established, whether due to negligence, omission, breach of contract, misrepresentation of the Inspector or otherwise, such liability is, and shall be limited to, a sum equal to the price charged for the inspection service, which sum shall be paid and received as liquidated damages and not as a penalty, and this liability shall be complete and exclusive. Inspector and its agents and representatives shall not be subject to any claims after a period of one (1) from the inspection date or what State law permits. The Client agrees to indemnify, protect and hold Inspector, its officer's agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgements, including costs, attorney's fees and expenses incident thereto, made by any third party and arising out of or in connection with the inspection.

10. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law provisions (whether State of Wisconsin or any other jurisdiction) that would cause the applications of the laws of any jurisdiction other than the State of Wisconsin. Any litigation or other proceedings arising between the parties hereto in any manner pertaining or relating to this Agreement or relationship of the parties created hereunder shall be exclusively in the state and federal courts in Outagamie County, Wisconsin.

11. **ATTORNEY'S FEES:** The prevailing party in any dispute arising out of this Agreement, the inspection, or any report(s) shall be awarded all reasonable attorney fees, arbitrator fees and other costs.

12. **SEVERABILITY:** If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in full force and effect between the parties.

13. **ENTIRE AGREEMENT** This Agreement represents the entire agreement between the parties, and supersedes all prior agreements or understandings between parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties. This Agreement shall be binding upon and insure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

Apple Valley Restorations will furnish a copy of the completed Home Inspection for the sum of:

1. Home Inspection	\$ _____
2. Radon Test	\$ _____
3. Other	\$ _____
TOTAL DUE	\$ _____

Client has read, and understands and agrees with the terms and conditions of this Agreement.

Client Signature

_____/_____/_____
Date

Inspector Signature

_____/_____/_____
Date

Client agrees to release the home inspection report to their real estate representative: Client Initials _____