

# Village Home Inspections, Inc.

## AGREEMENT

Fee for the Home Inspections and other services is: \$ \_\_\_\_\_

The address of the property is: \_\_\_\_\_

THIS AGREEMENT made on **mm/dd/yy** by and between Village Home Inspections, Inc. (hereinafter "VILLAGE") and the undersigned (hereinafter "CLIENT").

### THE PARTIES AGREE AS FOLLOWS:

- VILLAGE agrees to perform a visual inspection of the subject house and to provide CLIENT with a written inspection report identifying the deficiencies that VILLAGE both observed and deemed major. The inspection will be of clearly visible and readily accessible areas of the house. VILLAGE may offer comments on the items or systems as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
- The visual inspection and report are completed when practicable at the site. Some items are checked by taking a sample, which is analyzed and reported later. The inspection and report are performed and prepared for the use of the CLIENT, whom gives VILLAGE permission to discuss observations with realtors, owners, repairpersons and other interested parties. VILLAGE accepts no responsibility for use or misinterpretation by third parties.
- The report(s) does not cover (unless specifically stated):
  - \* underground utilities
  - \* wells/springs
  - \* solar energy systems
  - \* underground items
  - \* pools & hot tubs
  - \* septic tanks/systems
  - \* elevators
  - \* environmental hazards
  - \* gas fireplace without wall switch ignition will not be lit
  - \* playground equipment
  - \* cosmetic items
  - \* security systems
  - \* sprinkler systems
  - \* central vacuum
  - \* detached structures
  - \* defects unobserved
  - \* fuel quality
  - \* fuel tanks
  - \* drain fields
  - \* personal property
  - \* cesspools
  - \* appliances
  - \* water treatment
  - \* code compliance
  - \* chimneys/flues
  - \* the suitability of the property for any specialized use
  - \* the market value of the property or its marketability
  - \* the methods, material and costs of corrections
  - \* any component or system which was not observed
  - \* life expectancy of any component or system
  - \* the advisability or inadvisability of purchase of the property
  - \* items not permanently installed
  - \* the cause of the need for a repair
  - \* The presence or absence of pests such as wood damaging organisms, rodents, or insects
- VILLAGE GUARANTEES to perform a visual inspection of the home and to report observed deficiencies, which VILLAGE deems to be major.
- VILLAGE WANTS THE CLIENT TO KNOW:
  - The inspection and this AGREEMENT comply and reflect with the provisions of Act 114, Section 75, known as the PA Home Inspection Law. The inspection is performed in compliance with the ASHI Standards of Practice and Code of Ethics.
  - CLIENT shall have no cause of action brought against VILLAGE beyond ONE YEAR after the date of the inspection.
  - The inspection is NOT intended to be, or to be construed as, a guarantee, warranty, or any form of insurance.
  - The inspection is NOT a building code inspection.
  - VILLAGE does NOT claim expertise in specific home components or systems.
  - The CLIENT should NOT expect that the inspector will find every problem that exists or ever could exist, but only that VILLAGE will report deficiencies that VILLAGE both observed and deemed major.
  - VILLAGE will NOT move personal property, debris, furniture, equipment, insulation, carpeting or like materials which may impede access or limit visibility.
  - The inspection is NOT intended to be technically exhaustive.
  - Equipment and systems will not be dismantled.
  - VILLAGE will not be responsible for components or areas of a property that have not been inspected due to rushed-to-completion or early termination of the home inspection by the client, client's agent, owner, owner's agent, or any other party associated with the client or owner.
- The parties agree that the maximum liability for VILLAGE, its employees or agents, is limited to an amount not to exceed the fee paid for the inspection service except for gross negligence or willful misconduct. In the event of a claim against VILLAGE, CLIENT agrees to supply VILLAGE with the following: (1) Written notification of adverse conditions within 14 days of discovery; (2) Access to the premises within a timeframe allowing the inspector to view the alleged adverse conditions. Failure to comply with the above conditions will release VILLAGE and its agents from any and all obligations. In the event that CLIENT fails to prove any adverse claims against VILLAGE in a court of law, then the CLIENT will pay all legal cost, expenses and fees of VILLAGE in defending said claims.
- Payment is due upon completion of the on-site inspection. The CLIENT will pay all legal and time expenses incurred in collecting due payments.
- If any provision of this Agreement is declared invalid or unenforceable by any court, the remaining provisions will remain in effect. This Agreement represents the entire Agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assigns. CLIENT shall have no cause of action brought against VILLAGE beyond one year after the date of the inspection.

THE ABOVE IS UNDERSTOOD AND AGREED TO, AND CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

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FOR VILLAGE HOME INSPECTIONS, INC.

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CLIENT OR REPRESENTATIVE