

# Certified Home Inspections

of Northern Indiana LLC

725 E Jefferson Blvd

South Bend, IN 46614

[www.inspectmichiana.com](http://www.inspectmichiana.com)

574-231-5000 ph

## REAL ESTATE INSPECTION AGREEMENT

Client Name: \_\_\_\_\_ Address of Inspection: \_\_\_\_\_

Email: \_\_\_\_\_

**TOTAL INSPECTION FEES: \$** \_\_\_\_\_

The above parties agree to the following on consideration for the fee received below, Certified Home Inspections of Northern Indiana LLC, shall provide a licensed Home Inspector to perform a "Real Estate Inspection" on the address listed above. The total fee below may include additional services that are not part of the "Real Estate Inspection".

**SCOPE:** The inspection is a "limited visual inspection(s)" of the "Readily Accessible Items Agreed to be Inspected" of the real estate property at the above address. We follow the Inspection standards put forth by the State of Indiana Home Inspection Licensing Board IC 25-1-11. These are the agreed standards of practice for the performance of this inspection. (A copy of which is available @ [www.in.gov/pla/files/HILB.2011\\_EDITION.pdf](http://www.in.gov/pla/files/HILB.2011_EDITION.pdf)). The inspection is intended to be a practical, non-destructive examination of the functions of the structure, its components and equipment. The examination is limited to visual, audible and operational techniques. **We do not inspect for building codes, cosmetic defects, heat exchangers, soil analysis, design, adequacy, capacity, efficiency, sizing, value, floodplain location, presence of PESTS, LEAD BASED PAINT, MOLD, ASBESTOS, OR OTHER HAZARDOUS MATERIALS.** Furthermore, **MOLD, WOOD DESTROYING INSECTS (Termite) and RADON are not included in this whole house inspection and are separate services.** We are not inspecting or testing for **MOLD, WOOD DESTROYING INSECTS (Termite) and/or RADON unless we are contracted separately to do so.** Code compliance inspection of existing structures is specifically excluded from the inspection, although some code may be used as a reference and basis for the Inspector's opinions. Please refer to the attached **WELCOME PACKET** to obtain a better understanding of what an inspection includes and does not include. Customer agrees that items not included in the inspection report are specifically excluded from the inspection and should be performed by other inspectors or technicians more qualified and knowledgeable in those areas.

**EXCLUSIVITY:** The Inspection is performed for the exclusive use of the customer and is subject to the terms and conditions of this document and specific terms and conditions noted in the inspection report, which may include additional clarification of definitions, limitations, and exclusion.

**REPORT: "Unless otherwise specified, no warranties or guarantees expressed or implied," including any implied warranties, or fitness of merchantability** is included as part of the inspection or the report unless specifically stated. The inspection report will contain the opinion of the Inspector on the need for repair or replacement of the items inspected on the day of the inspection only. The inspection or the report will not include opinions as to the **adequacy, efficiency, quality, durability, or future life performance** of any item inspected. Those opinions are specifically excluded from the inspection and the report.

It is agreed that opinions expressed by the Inspector are only opinions and shall not constitute a basis for any claim of negligence or breach of contract. For the **purpose of the inspection, the report, and this agreement, negligence and breach of contract is defined** by both parties as failure to inspect items agreed to be inspected. No other interpretation shall apply.

**Distribution of Report and Contact Information:** Client authorizes distribution of the Inspection Report to those directly involved in this transaction, unless otherwise instructed in writing. This includes, but is not limited to, client's realtor(s), title company. Furthermore, your inspector may have an affiliation with a third party service provider ("TPSP") in order to offer you additional value-added services. By entering into this agreement you (a) authorize your inspector to provide your contact information (including telephone number) to the TPSP, (b) waive and release any restrictions that may prevent the TPSP from contacting you (including by telephone), and (c) authorize the TPSP to contact you (including by telephone) regarding special home alarm system offers.

Before completion of any contractual agreements on the property inspected, client agrees to obtain **second opinions** on items where performance may be reported as questionable, and to hold Certified Home Inspections and the Inspector free from any liability regarding those and/or related items.

**DISCLAIMER OF WARRANTIES: CERTIFIED HOME INSPECTIONS MAKES NO GUARANTEE OR WARRANTY AS TO ANY OF THE FOLLOWING:**

1. That all defects have been found or that Certified Home Inspections will pay for repair of undisclosed defects.
2. That any of the items inspected are designed or constructed in good and workmanlike manner.
3. That any of the items inspected will continue to perform in the future as they are performing at the time of inspection.

The client agrees and understands that the **maximum liability** incurred by Certified Home Inspections for **errors and omissions** in the inspection, including any liability, of any Inspector, Owner, or Employee of Certified Home Inspections, if any, to the client shall be **limited to the amount of the fee paid for the inspection, not to exceed \$500.00**. The client further agrees to a one-year statute of limitations to make any and all claims. The client agrees to pay all legal expenses incurred by Certified Home Inspections and reasonable compensation as a result of any legal and/or arbitrary action by the client where the client does not prevail.

The client agrees to notify Certified Home Inspections by telephone and in writing with (2) business days of discovery of any item in question and to allow Certified Home Inspections (5) business days to respond. Inspector must be allowed to access the property to evaluate these items before any corrective action is taken. The customer agrees and understands that any repairs or corrective action taken without consultation with Certified Home Inspections relieves Certified Home Inspections of any and all liability.

**DISPUTE RESOLUTION: Any dispute, controversy or claim arising out of, or relating to, this agreement or the breach of contract thereof shall be submitted to final binding arbitration under the Expedited Arbitration Rules of the National Academy of Conciliators. The decision of the Arbitrator appointed thereunder shall be final and binding, and judgment on the award may be entered in to any court of competent jurisdiction.**

**ACKNOWLEDGMENT:** I, the undersigned have reviewed this document, understand its contents and agree to the terms and conditions contained herein. In the absence of the client to sign this agreement prior to or at the time of inspection, scheduling of the inspection, acceptance of the report, and/or payment for the inspection is an acknowledgment, acceptance, and agreement by the client to the terms of this agreement, and acknowledges that "Readily Accessible Items Agreed to be Inspected" are defined as only those items listed, mentioned and specified in the inspection report. Client agrees that If any portion of this Agreement is found to be invalid or unenforceable by any court and/or arbitrator the remaining terms shall remain in force between the parties.

**ADDITIONAL SERVICES:** *(above and beyond the scope of a whole house inspection)*

**\*BUYER PROTECTION PLAN** \*see details in welcome packet

**RADON TESTING**

**WOOD DESTROYING INSECT (TERMITE) INSPECTION**

TESTING IS THE ONLY WAY TO FIND OUT THE LEVELS OF RADON IN YOUR HOME.  
I UNDERSTAND THAT THE ONLY WAY TO DETERMINE IF THE HOME I AM PURCHASING HAS ELEVATED RADON LEVELS IS BY TESTING AND SAMPLING.

I am requesting the following inspection(s) and/or test(s):

**Whole House Inspection** \_\_\_\_\_ **Wood Destroying Insect Inspection** \_\_\_\_\_  
**Radon Testing** \_\_\_\_\_ **\*Buyer Protection Plan** \_\_\_\_\_ \*see details in welcome packet

**PAYMENT and LATE FEES:** Payment is due in full at the time of inspection \$ \_\_\_\_\_ for services listed above and limited to visible and readily accessible areas at the time of inspection. If we do not receive payment in full prior to, or at the time of service, a \$25 late payment charge will be applied to Client's total unpaid balance. We may also charge you any costs we pay to a collection agency to collect unpaid balances from you and/or attorney's fees and court costs. There is a \$25 fee for returned checks.

CUSTOMER: X \_\_\_\_\_  
(If joint purchase, signer represents actual authority to sign for all parties)

INSPECTOR: X \_\_\_\_\_  
John W. Hatfield, IN Lic# HI00500305 or Will D. Miller, IN Lic# HI00700073