

EVERGREEN HOME INSPECTIONS

www.detroit-home-inspection.com

P.O. Box 661, Dearborn Hts., MI 48127

Tel: 313-320-6514 email (new): evginsp@outlook.com email (old, still valid): b387@sbcglobal.net

Pre-Inspection Agreement

This Agreement is entered into on _____, by and between **Evergreen Home Inspections** ("Inspector") and _____ ("Client"), whose current address is _____, and whose email address(es) is (are): _____.

The property which is subject to this inspection is located at the following address (the "Property"):

_____.

1. Inspection; Scope. Inspector agrees to complete a visual and operational inspection of applicable buildings and improvements on the Property, to provide a report of findings that affect Client's inspection contingency, if applicable, on or before _____, and to provide to Client a full written inspection report of features inspected, if applicable, on or before _____. Any reports shall be delivered via email as Adobe PDF files unless otherwise specified herein, and Inspector may charge an additional fee for printed reports to cover time, postage, and costs thereof. Client acknowledges that the purpose of the inspection is to identify those areas of the Property which through the general observation of the Inspector of accessible features are in need of major repair.

The inspection will include only those portions of the Property which are readily accessible and exposed to view by the inspector. No inspection will be made and no report given on those areas of the Property which Inspector determines to be unsafe to inspect or otherwise inadvisable to inspect or operate, such as operational inspection of central air conditioning units during cold weather.

Unless this is new construction, builder's or home warranty, or remodeling work inspection, Inspector *shall not* be required to report on cosmetic issues that are obvious to most untrained individuals, such as the condition of paint, wallpaper, floor coverings, moldings, decorative trim, etc., except where such is associated with significant structural or mechanical issues, such as abnormal settling or water entry, or unless specifically ordered elsewhere in this agreement. Any observations of such cosmetic issues on a new construction, builder's or home warranty, or remodeling inspection shall apply to materials and *quality of work* only, and shall not pertain to damage or wear and tear caused by occupants.

2. Cost of Inspection. Upon completion of the inspection and any report that is produced on-site at the time of the inspection, Client will pay to Inspector full the total amount of \$_____ for the inspection and report issued according to this Agreement. In the event of a dishonored check or money order, Client shall be responsible for an **additional charge of \$25.00 plus any fees incurred by Inspector** as a result of said dishonored payment, and Client may be subject to prosecution for "Uttering and Publishing," a felony offense.

3. Inspection; Right of Entry. Client will make all necessary arrangements for and will coordinate with the owner of the Property, if other than Client, to allow the Inspector to enter into and upon the Property as needed to complete the inspection. Inspector(s) will not be required to move any furniture, equipment, debris, carpeting, shrubbery or other objects which may restrict or limit visual inspection.

Please note: if Inspector is unable to enter the property at the time of a scheduled appointment due to no fault of his own, an additional **\$40.00** shall be added to the cost of the inspection and inspector may require a reservation deposit of **\$80.00** prior to re-inspection. **If a security alarm sounds, Inspector has no obligation to remain on the premises, and if such occurs at the beginning of the inspection, Inspector shall be considered unable to enter the property. If a security alarm sounds during the course of the inspection, Inspector shall be entitled to immediate payment for the above non-entry fee, plus \$10 for each 20 minutes spent on the premises since arrival at the property. If the inspection is completed at a later date, the non-entry fee shall be added to the cost of the Inspection.**

1. Inspection; Limitations of Scope. In addition to the limitations described under the "Scope" section hereof, the inspection and report shall not be required to include any of the following: hidden conditions, violations of building or other similar codes, requirements of cities or other municipalities, disability accommodations, environmental contamination or problems, presence of toxic, flammable or other potentially harmful chemicals or substances, presence or infestation of pests or insects (including without limitation termites, powder post beetles, carpenter ants, or carpenter bees), presence of rodents or vermin, well or septic systems, personal property

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(portable appliances), presence of toxic mold or fungi, radon gas, lead paint, formaldehyde or asbestos, unless specified elsewhere in this contract. **Any comments and information regarding such matters that are not specified are provided as a convenience to Client; Inspector shall incur no liability whatsoever for failure to acknowledge such matters not specifically contracted; and Client is advised to seek the opinion of qualified specialists and/or officials of governing municipalities regarding such matters.**

Inspector *shall not be required* to change light bulbs to test fixtures or otherwise correct deferred maintenance in order to inspect inoperable features, but may do so if deemed reasonable and necessary to perform the inspection as best possible. Inspector *may* take such actions that are deemed necessary and prudent to reduce the likelihood of property damage, unnecessary expense, and/or injury, such as removing a very dirty furnace filter or turning off electrical circuits where potentially serious hazards are found. Inspector shall not have any liability whatsoever for taking such reasonably justifiable actions, nor for failure to take any such actions.

5. Changes Over Time. This report pertains to the condition of the property *at the time of the inspection*. Inspector cannot guarantee the condition of the property will remain the same at any later date.

6. No Warranties on Findings; Inspector Not A Specialist. Client acknowledges that neither the inspection nor the report issued by *Evergreen Home Inspections* according to this Agreement makes any express or implied warranties or guarantees beyond the cost of the inspection (items 2 and 15), as it is not reasonable to assume liability for features with an aggregate cost that is typically hundreds or even thousands of times the fee for an inspection that is not technically exhaustive (which would command a fee many times higher). Client hereby waives any and all warranties of habitability or fitness for any particular purpose, and any comments made by Inspector regarding such matters are merely the Inspector's opinion.

Inspector is a "general practitioner," *not* a specialist. However thorough an inspection may be, it is *not* intended to be technically exhaustive, as such could not be reasonably done during the expected time frames of an inspection. Any estimates of the remaining useful life of features, such as the roof, furnace, etc. are strictly the inspector's opinion, and no warranties of any sort pertaining to such estimates are made or implied, as hidden defects could be present that could not be detected in the course of such an inspection. Consultations with properly licensed specialists are recommended to obtain better estimates of such life expectancies. **Many companies offer home warranties, for which the inspection report could be used to rule out "pre-existing conditions" that would not be covered. Client is encouraged to obtain a warranty to cover such unexpected malfunctions, if applicable.**

7. Limitation of Liability and Damages. Client agrees that with regard to any liability claims or actions against *Evergreen Home Inspections*, its employees, officers, directors, agents or representatives, the total Client or any other Claimant may recover will not exceed the amount of the inspection fee paid to *Evergreen Home Inspections*, in absence of clear and provable negligence and/or incompetence on the part of the Inspector, the full burden of proof of which shall be upon the Client or other Claimant. Furthermore, neither client nor any agents shall incur any liability for incidental loss, accident, or injury to Inspector, unless such is due to an intentional act or on their part or inadequate provisions for inspector's safety in conducting portions of the inspection that are required by Client.

8. Disclosure. Client hereby authorizes Inspector to disclose (in addition to Client) the results of the inspection and to provide a copy of the inspection report to (**select all that apply**):

_____ Client's real estate broker _____ Client's lender _____ No Other Party
_____ Seller's real estate broker _____ Seller _____ Other (_____)

If any such information or report is authorized by Client to be provided, the person or entity receiving the information and/or report *will not* have any rights as a third party beneficiary under this Agreement.

9. De-Winterization. If the property is "de-winterized" to conduct this inspection, inspector assumes absolutely no liability whatsoever pertaining to such "de-winterization," nor "winterization" actions, if any, taken at the end of the inspection. It is the responsibility of the Client and any agents involved to ensure the property is in suitable condition for de-winterization prior to doing so, and to contact the Seller to inform the Seller of any such actions to enable the Seller to ensure the property is "winterized" to their satisfaction.

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10. Disputes. Any dispute, controversy, interpretation, or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, or any other theory of liability arising out of, from, or related to the inspection or inspection report shall be submitted to final and binding arbitration *under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc.* The decision of the arbitrator appointed hereunder shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.

11. Joint and Individual Obligation. If more than one individual are Clients under this agreement, all such individuals are jointly and individually responsible for payment and other obligations according to this agreement.

12. Jurisdiction and Unexpected Occurrences. Transaction is deemed to take place in the municipality in which the inspection is performed. Neither party shall be held liable for delays beyond their control, such as Internet service failure, severe weather conditions, or delays on the part of the other party.

13. Fax, Email, and Errors. This agreement may be executed or acknowledged by any or all parties via email or fax with the full force and effect of originals. Parties agree to provide or execute signed originals as soon as reasonably possible upon request of other party. Typographical, spelling, or other errors of names, etc. shall be treated as if correct.

14. Contracted Services; Non-Affiliation. Inspector is not affiliated with any other agency or service such as a mold testing lab, radon testing agency, etc. and assumes no risk related to the performance of such services, nor does Inspector warrant these services in any way. If Inspector is requested to arrange for such services to be performed at the time of the inspection or any other such time, such arrangement is provided only for the convenience of the Client.

15. Satisfaction Guarantee. If Client is dissatisfied with the *thoroughness and competence* of the inspection for good reason regarding matters where such inspection was not hindered by circumstances beyond inspector's control, Evergreen Home Inspections agrees to pay up to the cost of the inspection toward another inspection by an InterNACHI certified inspector chosen by Client. Client remains liable to Inspector for all fees, out of which payment to the other inspector shall be made.

16. Additional Conditions: _____

Agreed to on the date first set forth above or the date(s) below (if different):

Client (or authorized signature)

Evergreen Home Inspections

Signature: _____

Signature: _____

Printed name: _____

Frank Bartlo

Date: _____

Date: _____

Signature: _____

Printed name: _____

Date: _____