

Arundel Home Inspection LLC

Severna Park, MD

Email: arundelhomeinspection@comcast.net

Phone: 410-733-3238

Inspection Agreement / Contract for Services

For the sum of _____, and in consideration of the terms of this Inspection Agreement / Contract for Services, I and Client agree as follows:

1. I (Arundel Home Inspection LLC) agree to perform a visual inspection of the Subject Property and to provide the Client with a written inspection report identifying **visually observable** major deficiencies of the inspected systems and components that exist at the time of the inspection. The written report will include descriptions and recommendations for problems found in the following systems: **Site, Foundations, Exterior, Roof Coverings, Flashings, Gutters, Downspouts, Roof Ventilation, Roof Structure, Attic and Insulation, Attached Garage(s)/Carport(s), Electrical, Plumbing, Central Heating, Central Air Conditioning, Interiors.**

NOTE: *Some of these systems, or components within them that are inspected, may not need attention and therefore may not be commented on in the written report.*

2. The ASHI Standards of Practice, Code of Ethics and the laws of the State of Maryland will provide a minimum standard by which this inspection is conducted. The terms in this agreement will have the same meaning given to them in the ASHI and State of Maryland Standards of Practice and Code of Ethics. The ASHI and Maryland State Standards of Practice and Code of Ethics can be viewed online by visiting <http://www.ashi.org/customers/> and http://www.dsd.state.md.us/comar/SubtitleSearch.aspx?search=09.36.*

3. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of the Client. Arundel Home Inspection LLC accepts no responsibility for use or misinterpretation by any third parties. **However**, the Client can initial below in the designated blank to authorize Arundel Home Inspection LLC to deliver a copy of the report to the Clients' appointed agent (and to discuss the contents of the report with same), or initial to decline authorization of the same. Authorization applies **only** to the agent listed below.

I hereby authorize / decline to authorize Arundel Home Inspection LLC to deliver a copy of the report to my appointed agent
_____ of _____

upon completion, and to discuss the contents of the report with that agent, on my behalf.

Initial here to authorize _____ Initial here to decline authorization _____

4. Systems and items **which are excluded from this inspection** include, but are not limited to, the following: *geological and soil conditions, building codes or zoning ordinance violations, building value appraisal or cost estimates, water wells, below ground septic or drainage systems, structural stability or engineering analysis, adequacy / efficiency / life expectancy of systems or components(except as required by Standards), termites / pests / other wood destroying organisms, pools / spas / saunas / steam baths / whirlpool tubs and their fixtures or piping, wiring or components related to burglar/fire systems / intercoms / cable or satellite TV / audio systems / computer systems / sprinkler systems(fire or lawn) / solar systems / water softeners / water filters / water purifiers, kitchen appliances, clothes washing and drying machines, portable appliances or portable air conditioning units, radio or time controlled devices, elevators or lifts, automatic gates, thermostatic devices, central vacuum systems, recreational playground facilities, sea walls, and all items considered to be cosmetic.* Any comments I make during the inspection regarding excluded items are for informational purposes only and are not part of the inspection or written report.

5. The inspection and report do not address, and are not intended to address, the possible presence of, or danger from asbestos, mold, mildew, radon gas (unless ordered), lead paint, urea formaldehyde, soil contamination, absence / presence / condition of buried storage tanks, pesticides, toxic or flammable chemicals, illegal drug production ("meth" labs, etc.), water or airborne related illness or disease, and all other similar or potentially hazardous substances and conditions. The Client is urged to contact a competent specialist if information, identification, or testing of the above is desired.

6. I am **not** required to move personal property, debris, furniture, equipment, carpeting, or like materials which may impede access or limit visibility. **Concealed or latent defects are excluded from the inspection.** Equipment and systems will not be dismantled. The inspection is not intended to be technically exhaustive, nor is it a compliance inspection for codes or regulations.

7. Neither the inspection nor the inspection report is a warranty, guarantee, or insurance policy, either expressed or implied, regarding the adequacy, performance, or condition of any inspected system or component. I do not sell home warranties. Neither the inspection nor the report is intended to reflect the value of the subject property, or make any representation as to the advisability or inadvisability of purchase or suitability of use. The inspection and report are only intended to express my professional opinions, based on a visual inspection of accessible portions of structure, systems and items, and existing conditions, **at the time of inspection**.

8. In the event that some component of the Subject Property appears to be defective **immediately** after the inspection, and Arundel Home Inspection LLC did not indicate such component in the report, the Client agrees to make no alterations, modifications, or repairs (or to direct or allow others to do so) prior to a re-inspection by Arundel Home Inspection LLC, with the exception of emergency conditions. Arundel Home Inspection LLC reserves the right to either make the repair ourselves or have the repair performed by a qualified third party. **The maximum liability for Arundel Home Inspection LLC, or its agents, arising from a failure to perform any of the obligations stated in this agreement, is limited to an amount not to exceed the fee paid for the inspection. Please initial here;**

CLIENTS INITIALS_____

9. Arbitration: Any dispute concerning the interpretation of this agreement or arising from this inspection or report shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of a recognized arbitration association, except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

10. Severability: The Client and I agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

11. Expectations: I am a home inspection **generalist** and not acting as a licensed engineer or expert in any craft or trade. My job is to observe, document, and report conditions found at the Subject Property **on the date of inspection**. *I will never be able to examine every square inch of any house, regardless of the circumstances, and cannot perform a perfect inspection.* I will do my best. I also recommend that the Client conduct his or her own walk-through inspection just before “closing” to ensure that conditions have neither changed nor been altered by any involved parties.

12. The written report to be prepared by Arundel Home Inspection LLC shall be considered the final exclusive findings of the Subject Property. The client understands and agrees that they will not rely on any oral statements made by me during the inspection and prior to the issuance of the written report. The client further understands and agrees that I reserve the right to modify the inspection report for a period of forty-eight (48) hours after the inspection report has been delivered to the client.

13. This represents the entire agreement between the Client and me/Arundel Home Inspection LLC. No change or modification to this agreement shall be enforceable against either party unless such change or modification is in writing and signed by both parties. This agreement shall be binding and enforceable by the parties, and their heirs, executors, administrators, successors, and assigns. **Once the inspection has been performed the Client is fully obliged to pay the fee whether the transaction goes forward or not, regardless of any “at closing” payment arrangements. My fee is not contingent on completion of a sale or transaction, ever.**

I have read and I understand this entire “Inspection Agreement / Contract for Services”. I have received the State of Maryland mandated statements and list of the credentials of John N. Dirks Jr.

Client Printed name(s) _____

Client Signature(s) _____

Date _____ **Inspection Fee \$** _____ **Radon Test \$** _____ **Termite Insp \$** _____ **Total \$** _____

Address of Subject Property _____

Inspectors Signature _____ **Report Document #** _____

Maryland State Mandated Statements

An inspection is intended to assist in evaluation of the overall condition of a building. The inspection is based on the observation of the visible and apparent condition of the building and its components on the date of the inspection.

The results of this home inspection are not intended to make any representation regarding latent or concealed defects that may exist, and no warranty or guaranty is expressed or implied.

If the person conducting your home inspection is not a licensed structural engineer or other professional whose license authorizes the rendering of an opinion as to the structural integrity of a building or its other component parts, you may be advised to seek an professional opinion as to any defects or concerns mentioned in the report.

Only home inspections performed by licensed Maryland home inspectors will be recognized by the buyer as a valid home inspection under a real estate contract.



<http://www.arundelhomeinspection.com>

<http://www.marylandhomeinspectors.net>

<http://www.marylandradontesting.com>