

## PRE-INSPECTION AGREEMENT

**THIS AGREEMENT CONTAINS ARBITRATION AND LIMITATION OF LIABILITY CLAUSES. PLEASE READ IT CAREFULLY.  
If you do not understand any part of this agreement, you should consult your attorney before signing.**

Client: \_\_\_\_\_

Property Address: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_ Total Inspection Fee: \$ \_\_\_\_\_

This Pre-Inspection Agreement (the Agreement) contains the terms and conditions of the Client's contract with Allied Inspection Services, Inc. (the Company) for inspection of the Property at the above address, and defines the scope of the Inspection, limitations of liability, and remedies.

### 1. INSPECTION

The Company agrees to perform a limited visual inspection of the Property as it exists at the time of the Inspection. The Client agrees to pay the Total Inspection Fee shown above upon completion of the work. The inspection will be performed in accordance with this Agreement and the Standards of Practice of the American Society of Home Inspectors® (ASHI®), which shall define the standard of care and the conditions, limitations and exclusions of the Inspection. A copy of the ASHI® Standards has been provided with this Agreement and is included in the inspection report. The Client acknowledges that Client has been encouraged to attend and participate in the inspection and recognizes that failure to do so may result in less than complete understanding of the findings. Client further acknowledges that such participation is at the Client's own risk for falls, injuries, property damage, etc. Client warrants that permission has been secured for the Company to enter and inspect the Property.

### 2. LIMITATIONS, EXCEPTIONS, AND EXCLUSIONS

The Inspection includes only those systems and components expressly and specifically identified in the Inspection Report. Any area which is concealed from view or inaccessible because of soil, building components, personal property, weather or any other thing, as well as those areas or items which are excluded by the ASHI® Standards of Practice, the Pennsylvania Home Inspection Law, 68 Pa C.S. §7501, et. seq., and/or by agreement of the parties is excluded from this Inspection. The following are examples of systems and conditions which are not included in the Inspection: recreational equipment, such as swimming pools, ponds, fountains, saunas, spas, hot tubs, steam rooms, and playground equipment; public or private water or septic systems, except as to functional flow; security bars or other safety equipment; elevators, lifts, dumbwaiters, automatic gates; thermostatic controls and time clocks; unique or technically complex systems or components, radiant or steam heating systems, any gas leaks; portable or freestanding appliances, and gas appliances such as barbecues, fireplaces, fire pits, heaters and lamps; personal property; survey, boundaries, easements or rights of way; compliance with manufacturer's installation instructions; system or component recalls; inspection for the presence of "Chinese Drywall"; and any items specifically noted as not inspected in the Inspection Report, unless otherwise agreed and an additional fee paid. Although the Company may point out some of these items during the Inspection or offer maintenance suggestions as a courtesy to the Client, they shall not be considered part of the Inspection or the Inspection Report. In accordance with Pennsylvania State Law, repair cost estimates will not be provided.

### 3. ENVIRONMENTAL AND HEALTH ISSUES

The Client specifically acknowledges that this Home Inspection is not an Environmental Survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include but are not limited to asbestos, radon, lead, urea formaldehyde, mold, mildew, fungus, odors, noise, toxic or flammable chemicals, water or air quality, PCBs or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide, any adverse condition which may affect the desirability of the Property, or any other environmental or health hazards, unless otherwise agreed and an additional fee paid.

### 4. DISCLAIMER OF WARRANTY

Client understands that the Inspection and Inspection Report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. Additionally, neither the Inspection nor Inspection Report is a substitute for any real estate transfer disclosures that may be required by law.

### 5. NOTICE OF CLAIMS

Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. Client also agrees to allow the Company ten days to reinspect the claimed discrepancy and not to make or allow others to make any alteration to the claimed discrepancy until the Company has reinspected the claimed discrepancy, except in case of emergency. Client understands and agrees that any failure to notify the Company as stated above shall constitute a waiver of any and all claims Client may have against Company.

**6. LIQUIDATED DAMAGES**

Client understands and agrees that the Company is not an insurer and that the payment for the Inspection and Inspection Report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the Inspection Report as described herein. Client further understands and agrees that it is impracticable and extremely difficult to fix actual damages, if any, which may result from a failure to perform such services. Thus, if Company fails to perform the service as provided herein or is careless or negligent in the performance of the services and or preparing the report, the Company's liability for any and all claims related thereto is limited to an amount equal to the inspection fee multiplied by two (2), or to the sum of one thousand dollars (\$1000.00), whichever sum shall be less, as liquidated damages and not as a penalty. The Client releases Company from any and all additional liability, whether based on contract, tort, or any other legal theory. There will be no recovery for consequential damages. The Client understands that the performance of the services without this limitation of liability would be more technically exhaustive, would likely require specialists and would cost substantially more than the fee paid for this limited visual inspection. The Client understands that he/she is free to consult with another professional if the Client does not agree to this provision. Initial \_\_\_\_\_

**7. GOVERNING LAW & SEVERABILITY**

This Agreement shall be governed by Pennsylvania law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

**8. RECEIPT OF REPORT**

The Company's agreement to perform the Inspection is contingent on Client's agreement to the provisions, terms, conditions, and limitations of this Agreement. Client warrants they will read the entire Inspection Report when received and shall promptly call with any questions or concerns Client may have regarding the Inspection or Inspection Report.

**9. OTHER SERVICES**

It is understood and agreed to by the parties hereto that all the provisions, terms, conditions, and limitations, exceptions and exclusions of this Agreement shall apply to any additional inspection or testing services purchased by the Client.

**10. ENTIRE AGREEMENT, MODIFICATION, & 3RD PARTIES**

This Agreement represents the entire agreement between the 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 change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. This Inspection is being performed for the exclusive use and benefit of the Client. The Inspection, including the written Report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

**11. DISCLOSURE**

Client authorizes Company to discuss this inspection with parties to whom Client has provided a copy of the report. YES \_\_\_\_\_ NO \_\_\_\_\_  
Client authorizes Company to deliver a copy of the report to Client's Realtor. YES \_\_\_\_\_ NO \_\_\_\_\_

**12. DISPUTE RESOLUTION – BINDING ARBITRATION**

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, statutory consumer fraud or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the Inspection or Inspection Report shall be submitted to final and binding arbitration as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. The decision of the arbitrator appointed there under shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. This means that Client will not be permitted to bring any claim against Company before a court to be decided by a judge or jury. Initial \_\_\_\_\_

**13. ACCEPTANCE**

I have read, understand, and agree to all of the terms and conditions on both pages of this Agreement, including the provisions for arbitration, limitation of liability and limitations and exclusions, and agree to pay the fee shown according to the terms above. I acknowledge that I have had ample time and opportunity to review this Agreement and the ASHI® Standards of Practice prior to signing and that I have signed this agreement prior to the performance of the home inspection. I further acknowledge that I have been encouraged to attend the inspection and understand that I will not receive the full benefit of the inspection if I do not attend. In the event that I choose not to attend the inspection, I hereby release the Company from any and all liability resulting from my absence.

Client Signature \_\_\_\_\_

Dated \_\_\_\_\_

Company Representative Signature \_\_\_\_\_

Dated \_\_\_\_\_