



# Inspection Agreement

18282 North Canyon Dr., Littleton, CO 80127

Phone: (303) 697-3510 Fax: (303) 223-3352

CLIENT(S): \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
INSPECTION ADDRESS: \_\_\_\_\_

**DATE:**

The Client hereby authorizes Access Home Inspection Services Inc. to perform an Inspection of the Subject Property. THE WRITTEN REPORT IS THE PROPERTY OF THE **INSPECTOR** AND THE CLIENT AND SHALL NOT BE USED BY OR TRANSFERRED TO ANY OTHER PERSON OR COMPANY WITHOUT BOTH THE INSPECTOR'S AND THE CLIENTS WRITTEN CONSENT.

1) Access Home Inspection Services Inc. shall perform an Inspection for the Client in accordance with the Standards of Practice of the American Society of Home Inspectors, Inc. (ASHI®). The PURPOSE of the Inspection is to identify and disclose visually observable major deficiencies of the inspected systems and items at the time of the inspection only. Readily accessible components of the Structural, Roofing, Exterior, Electrical, Heating, Cooling, Insulation/Ventilation, Plumbing, and Interior systems will be inspected.

2) The Client shall receive a LIMITED VISUAL INSPECTION of the Subject Property in accordance with this Inspection Agreement and the attached Inspection Scope and Limitations. In approximately 2-3 hours, Access Home Inspection Services Inc. will provide the Client with information on the condition of the major components of the house at the time of the Inspection. A written inspection report will be provided and delivered by Access Home Inspection Services Inc. as agreed.

3) The Inspection is not technically exhaustive and it is NOT A GUARANTEE OR WARRANTY, expressed or implied, regarding the conditions of the property, items, and systems inspected and it should not be relied on as such. Access Home Inspection Services Inc. shall not be responsible or liable for any repairs or replacements with regard to this property, systems, components, or the contents therein. Access Home Inspection Services Inc. is neither a guarantor nor insurer.

4) The Inspection IS NOT AN ENGINEERING EVALUATION AND DOES NOT ADDRESS CODE/REGULATION COMPLIANCE AND/OR THE POSSIBLE PRESENCE OF OR DANGER FROM TOXIC OR DANGEROUS SUBSTANCES. A list of excluded items is described in the attached Inspection Scope and Limitations. The Client is urged to contact a competent specialist if information, identification, or testing of the above is desired. Access Home Inspection Services Inc. performs engineering evaluations, lead-based paint, and radon testing as optional services. If such optional services are desired they must be ordered using a different contract.

5) The Inspection is conducted at the property. The physical on-site inspection of the property is a valuable time of exchange of information between the Inspector and the Client. Any particular concern of the Client should be brought to the attention of the Inspector before or during the Inspection. The Inspection Report will not substitute for Client's personal presence during the Inspection.

The undersigned have read, understood and accepted the terms and conditions of this agreement, including the attached Inspection Scope and Limitations, and agree to pay a base fee plus any additional fees not included in the base fee and any applicable taxes at or before the time of inspection.

**Access Inspection Services Inc.:**

**CLIENT:**

\_\_\_\_\_  
By: Jeff Wiechman, President

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## Inspection Scope and Limitations

**SCOPE:** Inspection is limited to the visual examination of the safely and readily accessible systems and components for conditions which are adversely affecting their normally intended function or operation within the limits set forth in this Contract and the Inspection Report. No other systems, items, or appliances are included in the Inspection. Inspection is not a substitute for a seller's disclosure statement.

**EXCLUSIONS:** Excluded are any systems or items not included in the Inspection Report, including but not limited to the following: any information pertaining to manufacturers' recalls of any component, detached buildings or equipment, the presence of insects or other pests, low-voltage systems, swimming pools, saunas, spa, whirlpool, and hot tub systems, electrostatic precipitators or electronic air cleaners or filters, septic systems, any underground component or system, private water systems or equipment, wells and well pumps, cisterns, ponds, fountains, water quality or volume, water conditioning systems, elevators, lifts, dumbwaiters, audio/video systems, central vacuum systems, fencing, landscaping, irrigation systems, solar heating systems, soils, security systems, detection of or testing for any toxic or dangerous substances including asbestos, lead, lead-based paint, or gasses including radon and urea formaldehyde (other than gasses typically used as fuel for home heating systems). Access Home Inspection Services Inc. performs lead-based paint and radon testing as optional services. If such optional services are desired they must be ordered separately using a different contract.

**LIMITATIONS:** No engineering tests, evaluations, or calculations will be made. No examination will be made to determine compliance with any governmental ordinance, regulation or code (notwithstanding any reference to such during Inspection or in Inspection Report). The Inspection Report is not to be considered an implied or express warranty or insurance on the Subject Property or its components concerning future use, operability, habitability, or suitability. The purpose of the Inspection is for the Client to be informed of as many conditions as possible within the brief period of time allotted for the Inspection. The Client has no expectation of being notified of all conditions, and waives any claim to conditions that are not reported. Access Home Inspection Services Inc. is not responsible for any condition affecting any system or component that occurs subsequent to the Inspection or is intermittent and not detectable during the inspection. This inspection will comply with the Standards of Practice of the American Society of Home Inspectors, Inc. (ASHI®) where conditions permit unless otherwise noted.

**LIMITED WARRANTY:** Client acknowledges that Access Home Inspection Services Inc. warrants its service to be performed in accordance with the Inspection agreement, the Inspection Scope and Limitations, and the standards of practice of ASHI® only. This is a limited and nontransferable warranty and the only warranty given by Access Home Inspection Services Inc.. Access Home Inspection Services Inc. makes and Client receives no other warranty, express or implied. All other warranties including warranties of merchantability and fitness for a particular purpose are expressly excluded. This stated express warranty is in lieu of all liabilities or obligations of Access Home Inspection Services Inc. for damages arising out of or in connection with the performance of the Inspection and any delivery and use of and reliance on the Inspection Report. Client waives any claim for consequential, exemplary, or incidental damages, even if Access Home Inspection Services Inc. has been advised of the possibility of such damages.

**LIMITS OF LIABILITY:** In the event of a breach or a failure of the foregoing warranty, or negligent inspection by Access Home Inspection Services Inc. (excluding willful misconduct), Client agrees that the liability of Access Home Inspection Services Inc., and of its agents and members, for claims or damages, costs of defense and suit, attorney's fees, and expenses and payments arising out of or in any way connected with errors or omissions in the Inspection or the Inspection Report, shall be limited to liquidated damages equal to all amounts paid for the Inspection to Access Home Inspection Services Inc. by Client. Client and Access Home Inspection Services Inc. acknowledge the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among Access Home Inspection Services Inc. and Client; and (iii) to enable Access Home Inspection Services Inc. to perform the inspection at the stated fee. In the event of the refund of such fee by Access Home Inspection Services Inc., such refund shall be full and final settlement for all present and future claims and causes of action (excluding willful misconduct) and Access Home Inspection Services Inc. shall thereby be generally and fully released.

**RIGHT OF RE-INSPECTION:** In the event Client has a claim of a breach or failure of warranty, or for negligent inspection, Client shall provide Access Home Inspection Services Inc. with three (3) working days to re-inspect the component or item before Client repairs or replaces the component or item. This right of re-inspection is to protect Access Home Inspection Services Inc. and Client from the business practices of contractors. If Client fails to allow Access Home Inspection Services Inc. to re-inspect, Client waives any claim against Access Home Inspection Services Inc. with respect to the component or item.

**INDEMNIFICATION:** Except as expressly provided herein, Client agrees to indemnify and hold Access Home Inspection Services Inc. harmless from all liability, claims, causes of action, damages and actions, including Access Home Inspection Services Inc.'s breach of contract and negligence, and including costs and attorney's fees, related to or arising from the conduct of the Inspection which is the subject of this contract (excluding only willful misconduct).

**CAUSE OF ACTION:** Client hereby expressly waives any cause of action against the Inspector personally (excluding only willful misconduct) and agrees to look solely to Access Home Inspection Services Inc. for any and all causes of action, including costs of defense and attorney's fees, related to or arising from any claim brought by Client against the Inspector.

**ARBITRATION OF DISPUTES:** If any dispute arises regarding this Contract, the Inspection, or the Inspection Report, all parties agree to attempt in good faith to settle such disputes between themselves. If such attempts fail, prior to the filing of any legal action, the Client shall submit to Access Home Inspection Services Inc. written notification of such and Client's intent to file a legal action, and Access Home Inspection Services Inc. shall have thirty (30) days to submit the dispute to binding arbitration in Denver, Colorado. Such arbitration shall be conducted in accordance with the Construction Industry rules of the American Arbitration Association, except for the rules pertaining to the arbitration selection. The parties submitting the dispute shall appoint an arbitrator by mutual agreement who is knowledgeable in and familiar with the professional building inspection profession and industry and who will follow substantive rules of law. Each party further agrees to pay its own arbitration costs. Any award made by the arbitration and in compliance with this Contract shall be enforceable as a judgement in any court of competent jurisdiction.

**TIME LIMITATIONS:** No Contract or tort action shall be brought against Access Home Inspection Services Inc. in arbitration or a court of law beyond the earlier of one year after the Inspection date or 120 days after discovery by Client of the condition which forms the basis of the action.

**COSTS AND ATTORNEY'S FEES:** Except as provided above for arbitration of disputes, if a claim is made against Access Home Inspection Services Inc. for any alleged error or omission or other act arising out of the performance of this Inspection, and if Client fails to prove such claim, Client agrees to pay all costs and attorneys' fees incurred by Access Home Inspection Services Inc. and its Inspectors.

**USE OF INSPECTION REPORT:** The Inspection Report is the property of Access Home Inspection Services Inc. and the Client and shall not be used by or transferred to any other person or company without the prior consent of both parties. No third party shall have any right arising from this Contract or the Inspection Report. In consideration of the furnishing of the Inspection Report, and subject to all terms and limitations of this Contract, the Client agrees to indemnify and hold harmless Access Home Inspection Services Inc. and its Inspectors for all costs, expenses, legal fees, awards, settlements and judgements in any legal proceeding brought by any third party who claims that he/she relied on representations made in such Inspection Report and was damaged thereby. Client's request that Access Home Inspection Services Inc. release copies of the Inspection Report shall be at Client's risk with respect to the contents of this paragraph.