

**THIS CONTRACT LIMITS OUR LIABILITY...PLEASE READ CAREFULLY.**

Address \_\_\_\_\_

Client \_\_\_\_\_

I (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by **Bay Area Professional Home Inspections** for my sole use and benefit. I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract.

**SCOPE OF INSPECTION**

The scope of the inspection and report is a limited visual Inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with generally accepted standard of practice, a copy of which is included with this report. The scope of the inspection is limited to the items listed within the report pages that follow.

**OUTSIDE THE SCOPE OF THE INSPECTION**

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection.

The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection.

This is not a home warranty, guarantee, insurance policy or substitute for the real estate transfer disclosure which may be required by law. The parties agree that it's employees and agents, assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature, beyond the cost of this inspection. **THE INSPECTION AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUECY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM.**

Whether or not they are concealed, the following *ARE OUTSIDE THE SCOPE OF THIS INSPECTION*:

- Building code or zoning ordinance violations.
- Geological stability or engineering analysis.
- Termite, pest or other wood destroying organisms, mold or other biological or fungus-like substances.
- Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards.
- Building value appraisal or cost estimates.
- Pools or spas bodies and underground piping.
- Specific components noted as being excluded on the individual system inspection forms.
- Private water or private sewage systems.
- Saunas, steam baths, or fixtures and equipment.
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls.
- Water softener/purifier systems or solar heating systems.
- Furnace heat exchanger, freestanding appliances, security alarms or personal property.
- Adequacy of efficiency of any system or component.
- Prediction of life expectancy of any item

*(Some of the above items may be included in this Inspection for additional fees - check with your inspector)*

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, client must do so at client's expense.

I have read and agree to the above Scope of Inspection. Initial Here \_\_\_\_\_

***ARBITRATION:*** Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the recognized Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The parties agree that the prevailing party shall be entitled to attorney's fees and costs incurred for any dispute arising out of performance of the inspection by Mangum d/b/a **Bay Area Professional Home Inspections**, including any fees and costs incurred during appeals.

Signed \_\_\_\_\_ Dated: \_\_\_\_\_

Signed \_\_\_\_\_ Dated: \_\_\_\_\_

I have read, understand and agree to all of the terms and conditions of this contract and agree to pay the following fee: