

## INSPECTION AGREEMENT and DISCLAIMER

**This is a legally binding contract. Read carefully.** The Home Inspector Alaska LLC and its employees (herein referred to as THIA) agrees to conduct a visual examination and provide a written report to the customer identifying major deficiencies in the condition of the property subject to the UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY below. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of the customer. Person or entities other than the customer shall not rely on the inspection report unless acknowledged by the inspector in writing. The written report adheres to ASHI Standards of Practice and may include the following:

Foundation, basement or crawlspace, and grading	Kitchen and appliances (limited to basic function)
Electrical, plumbing, water heater, and heating	Smoke and CO detectors
General exterior including roof, gutter, chimney, flashing, drainage, siding, trim, and foliage	General interior including ceilings, walls, floors, windows, doors, attic, and visible insulation

It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection. Latent and concealed defects or deficiencies are excluded from the inspection; equipment and systems will not be dismantled. Maintenance and other items may be addressed in the report. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

The inspection and report may address but are not intended to diagnose the possible presence of or danger from potentially harmful substances or environmental hazards including but not limited to radon gas, lead paint, asbestos, carbon monoxide, toxic or flammable chemicals, or water- or airborne hazards. Also excluded are inspections of and reports on swimming pools, hot tubs, wells, septic systems, security systems, central vacuum systems, water softeners, sprinkler systems, fire and safety equipment, or the presence of rodents, termites, or wood destroying insects and organisms.

### UNCONDITIONAL RELEASE AND LIMINATION OF LIABILITY

It is understood and agreed that THIA is not an architect, engineer, trade contractor, or insurer and that the inspection and report are not intended to be construed as a guarantee or warranty of the adequacy, performance, or condition of any structure, item, or system of the property. Any repairs suggested within the report are for informational purposes only and should not be relied upon. Customer should contact qualified professionals to conduct further evaluation of any defects identified within the report to determine the extent of defects, corrective action necessary, and any necessity for government inspection or permitting of repairs. Customer hereby releases and holds THIA harmless of and from all liability and responsibility for the cost of repairing or replacing any unreported defects or deficiency and of any consequential damage, property damage, for personal injury of any nature.

In the event that THIA is found liable due to breach of contract, negligence, negligent misrepresentation, or any other theory of liability, then the liability of THIA shall be limited to a sum equal to 200% of the amount of the fee paid by Customer for the inspection and report. In the event Customer discovers a deficiency in the property that was not accurately reported by the inspector, or was omitted from the report, Customer shall provide written notice to THIA within 10 days of discovery of the condition, and prior to incurring any expenses to remedy the condition, or be barred from any remedy against the home inspector or THIA. Any controversy or claim arising relating to the inspection report shall be submitted to final and binding arbitration under the American Arbitration Association, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction hereof. Any changes or modifications to this contract must be made in writing and approved by both parties.

Inspection Address: \_\_\_\_\_ City: \_\_\_\_\_, AK 99 \_\_\_\_\_

**Inspection Fee Total:** \$ \_\_\_\_\_ ( \_\_\_\_\_sf) ( \_\_\_\_\_-plex) credit \_\_\_\_\_ cash \_\_\_\_\_ check# \_\_\_\_\_

Returned checks are charged \$30

**Acceptance** of this agreement is hereby acknowledged:

\_\_\_\_\_  
Customer Print Name

\_\_\_\_\_  
Customer Signature: one person may sign for both, as applicable DATE

\_\_\_\_\_  
Email Address:

\_\_\_\_\_  
Phone Number:

\_\_\_\_\_  
Alaska Home Inspector License No Insp Time