



Richard D. Malin & Associates, Inc.

Home Inspections – Infrared Image Inspections
Radon Testing – Investigative Consulting

Name _____ Inspection # _____
Address _____ Property Location: _____
City _____
Phone _____

PRE-INSPECTION AGREEMENT (PLEASE READ BOTH SIDES CAREFULLY)

The company agrees to conduct an inspection for the purpose of alerting the client of **major** deficiencies in the condition of the property. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the client. The written report will include the following only:

- Roofing / Flashings / Chimneys
- Exterior
- Structure
- Cooling / Heat Pumps (Weather Permitting)
- Electrical
- Heating
- Insulation
- Plumbing
- Interior
- General Information

Definitions: A “Home Inspection” is a noninvasive, visual examination of some combination of the mechanical, electrical or plumbing systems or the structural and essential components of a residential dwelling designed to identify material defects in those systems and components, and performed for a fee in connection with or preparation for a proposed or possible residential real estate transfer.

“Material defect” – A problem with a residential real property of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. *The fact that a structural element, system, or subsystem is near at or beyond the end of the normal useful life of such a structural element system, or subsystem is not by itself a material defect.*

A home inspection is intended to assist in evaluation of the overall condition of the dwelling. The inspection is based on the visible and apparent condition of the structure and its components on the date of the inspection. The results of this inspection are not intended to make any representation regarding the presence or absence of latent or concealed defects that are not reasonably ascertainable in a competently performed home inspection. 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 component parts, you may be advised to seek a professional opinion as to any defects or concerns mentioned in the report.

The inspection is not intended to be all inclusive of every defect in the property, but is to be conducted in accordance with the American Society of Home Inspectors® Standards of Practice. Maintenance and other items may be discussed, but are not part of our inspection. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. THE INSPECTION AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM.

The inspection and report do not address and are not intended to address the possible presence or danger from potentially harmful substances and environmental hazards including, but not limited to lead paint, asbestos, **mold**, urea formaldehyde, and toxic or flammable chemicals. Also excluded are inspections of, and reports on appliances, swimming pools, hot tubs, wells, septic systems, security systems, intercoms, central vacuum systems, water softeners, sprinkler systems, systems that are shut down, and urine damage from pets. The inspection doesn't test soil conditions and doesn't include any conditions caused by sub-surface movement of the earth. Opinions on these conditions can be obtained by others. Radon testing and pest inspections are optional services which are available for an additional fee.

The parties agree that the COMPANY, and its 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. If our company is found to be negligent for any reason, our liability is limited to the fee paid for our services, and you release us from any additional liability. In the event that the company offers to refund the cost of the inspection and the client pursues any claim against the Company resulting from the inspection of Client's property, Client agrees to pay all expenses incurred by Company in defending any such claim, to include costs incurred, witness fees, expenses of hiring expert witnesses, and legal fees. It is specifically, and expressly agreed that the Client shall give written notice of any claim against the Company immediately upon discovery of any alleged defect. In the event that the defect is not reported to the Company within 30 days of discovery, Company shall have no responsibility, or liability whatsoever. In the event the Client repairs, or replaces the alleged deficiency, before company is given reasonable opportunity to inspect the defect, Client shall be deemed to have waived any claim against the company.

A copy of this inspection report will be given as a courtesy to your realtor. [Initial here for duplicate copies to be issued: x _____](#)

Acceptance and understanding of this agreement are hereby acknowledged:

<u>Richard Malin</u>	<u>X</u>
Company Representative	Client
_____	_____
Date	Date

PAYMENT RECORD:

Fees \$ _____ if paid before _____ \$ _____ if paid after 7 days. 30 days maximum credit.

Payment Received _____ Weather Conditions _____ Outside Temperature _____ °F



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SCOPE OF THE INSPECTION LIMITATIONS AND CONDITIONS OF THE HOME INSPECTION

**These Limitations and Conditions explain the scope of your Home Inspection.
Please read them carefully before signing this agreement.**

The purpose of your Home Inspection is to evaluate the general condition of a property. This includes determining whether systems are still performing their intended functions. Our goal is to identify existing problems that would affect a typical purchaser's buying decision. There are limitations to the scope of this Inspection. It provides a general overview of the more obvious repairs that may be needed. It is not intended to be an exhaustive list of all encompassing defects. Many minor items may be mentioned in the report, but all minor items are not reported. The ultimate decision of what to repair is yours. One homeowner may decide that the certain conditions require repairs or replacement, while another will not.

1. The home inspection provides you with a basic overview of the condition of the property.

Because your home Inspector has only a limited amount of time to go through the property, the Inspection is not technically exhaustive. If you have concerns about any of the conditions noted, please consult the section of the Home Reference Book text that is referenced to in the report.

Some conditions noted, such as foundation cracks or other signs of settling in a house, may either be cosmetic or may indicate a potential problem that is beyond the scope of the Home Inspections.

If you are concerned about any condition noted in the Home Inspection Report, we strongly recommend that you consult a qualified Licensed Contractor or Engineer Specialist. These professionals can provide a more detailed analysis of any conditions noted in the Report at an additional cost.

2. A Home Inspection does not include identifying defects that are hidden behind walls, floors or ceilings. This includes wiring, structure, plumbing and insulation that are hidden or inaccessible.

Some intermittent problems may not be obvious on a Home Inspection because they only happen under certain circumstances. As an example, your Home Inspector may not discover leaks that occur only during weather conditions.

Home Inspectors will not find conditions that may only be visible when storage or furniture is moved. They do not remove wallpaper, look behind pictures or lift flooring (including carpet) to look underneath.

3. The Inspection does not include hazardous materials that may be in or behind the walls, floors or ceilings of the property.

This includes building materials that are now suspect of posing a risk to health such as phenol-formaldehyde based products, fiberglass insulation and vermiculite insulation. The Inspector does not identify asbestos roofing, siding, wall, ceiling or floor finishes, insulation or fireproofing. We do not look for lead or other toxic metals in such things as pipes, paint or window coverings.

The Inspection does not deal with environmental hazards such as the past use of insecticides, fungicides, herbicides or pesticides. The Home Inspector does not look for, or comment on the past use of chemical termite treatments in or around the property.

4. We are not responsible for, and we do not comment on the quality of air in the building. The Inspector does not try to determine if there are irritants, pollutants, contaminants, or toxic materials in or around the building.

The inspection does not include spores, fungus, **mold** or mildew, including that which may be present behind walls or under floors. You should note that whenever there is water damage noted in the report, there is a possibility that mold or mildew may be present, unseen behind a wall, floor or ceiling.

If anyone in your home suffers from allergies or heightened sensitivity to quality of air, we strongly recommend that you consult a qualified Environmental Consultant who can test for toxic materials, mold and allergens at additional cost.

5. The Home Inspector does not look for and is not responsible for fuel oil, septic or gasoline tanks that may be buried on the property.

If fuel oil or other tanks remain on the property, you may be responsible for their removal and safe disposal of any contaminated soil. If you suspect there is a buried tank, we strongly recommend that you retain a qualified Environmental Consultant to determine whether this is a potential problem.

I have read, understood and accepted the above Limitations and Conditions of this Home Inspection.

Sign X

Date

To reduce the risk of home ownership, we strongly recommend that you obtain a home warranty for mechanical failures. The inspection report is not complete unless accompanied by the Home Reference Book.

Note: *The inspection report is for the exclusive use of the client. No use of the information by any other party is intended.*