

Zoom Home Inspections LLC INSPECTION AGREEMENT

THIS AGREEMENT LIMITS OUR LIABILITY -- PLEASE READ IT CAREFULLY

Client: \_\_\_\_\_ Inspection Date: \_\_\_\_\_ Number:  
\_\_\_\_\_

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

This Inspection Agreement is entered into between the Client and [Name of Company], a Insert your state corporation (the Company) including its inspectors. This agreement should be fully read, understood and signed prior to beginning the inspection.

Scope - Inspection of Residence: In consideration of the terms and conditions set forth below, the Company agrees to perform a visual inspection (the Inspection) of the property listed above (the Residence), and to prepare and provide to the Client an Inspection Report (the Report). The Inspection will be in accordance with the Washington State Standards of Practice for Home Inspectors. A copy of the Washington State Standards of Practice is available to the Client at [www.zoomhomeinspections.com](http://www.zoomhomeinspections.com).. This is not a building code inspection. The Inspection will consist of visual observation of readily and safely accessible areas of the Residence. As specified in the Washington State Standards for multiple occurring items such as outlets, windows, and doors - only a representative number will be inspected/tested. The Inspection is limited only to visual observation of apparent conditions existing at the time of the Inspection. Except as provided in the Disclosure Section on page 2, a copy of the Report will also be sent to the Client's real estate agent, if any. The copyright of the Report shall remain with the Company.

Inspection Components: The Inspection is strictly limited only to the following components of the Residence: Structure, Foundation, Exterior, Roof, Attic, Major Systems (heating, air conditioning, electric, plumbing), Built-in Appliances<sup>1</sup>, Interior (floors, ceilings, walls, windows, doors). 1. Beyond the scope of the Washington State Standard of Practice.

Entire Agreement & Severability: This Agreement contains the entire agreement between the Client and the Company. This document supersedes any and all representations, both oral and written, among the parties. This Agreement may be modified, altered or amended only in writing and signed by both the parties. Any provision of this Agreement which proves to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Agreement and all such other provisions shall remain in full force and effect.

No Warranty or Guarantee: The Inspection and the Report are not intended; nor shall they be used or treated by the Client or anyone else, as a guarantee or warranty expressed or implied, regarding the adequacy, performance or condition of any aspect of the Residence. The Client acknowledges and agrees that the Company is not an insurer of any inspected or non-inspected conditions at the Residence. The Client acknowledges that the Company has explained that home warranty plans are available which offer valuable protection against certain unforeseen repair expenses.

Latent and Future Defects: The Inspection is not a technically exhaustive investigation or evaluation of every aspect of the Residence. The Client acknowledges and agrees that the Inspection and the Report will not reveal every existing deficiency and future condition affecting the Residence. The Company is

not responsible for the non-discovery of any latent defects in the Residence, or any problems that may occur or become evident after the date of the Inspection. Latent defects in the Residence include, but are not limited, to: cracking, leaking, surface dislocations, or landslides resulting from, without limitation, water leaks, land subsistence, or other geological problems. The Company is not responsible for future defects, failures and repairs. The Company shall have a reasonable opportunity, weather permitting, to access the Residence to evaluate the situation prior to any corrective action being taken by the CLIENT. However, immediate "first aid" should be undertaken by the CLIENT as needed.

Fee: \$ . This Fee is for the Inspection and Report, and payable at the time of the inspection. If payment received more than 14 days after the date of inspection, there will be a late payment penalty in the amount of \$50.00, and will accrue interest at the rate 1.5% monthly (18% per annum) from the date of delinquency until paid. The Client also agrees to pay all attorney fees and associated costs for the Company to collect the amount due. Remedy for non-payment shall be adjudicated in small claims court.

Limits of Liability: The CLIENT agrees that the limit of liability is \$2,000, and is unrelated to the costs of repairing or correcting any defects in the Residence. The Company assumes no liability for the cost of repairing or replacing any reported or unreported defect or deficiency in the Residence, either current or arising in the future, or for any property damage, consequential damage, or bodily injury of any nature. The Inspection and Report are conducted and prepared for the sole, confidential and exclusive use of the Client. Consequential and third party damages are excluded; and the client indemnifies the company from all such claims.

Even though the report may have been a material factor in the client's decision to purchase the residence, the client agrees that should the company be found liable for any loss or damages resulting from a failure to perform any of the company's obligations, including but not limited to negligence, breach of contract, or any other legal theory or cause of action, the liability of the company shall be limited solely to \$2,000.

Complaint Regarding Inspection - Limitation of Actions: All claims and legal action regarding or arising from the property condition and this inspection and report must be filed and initiated by Client no later than one (1) year following the date of the Report. A failure to do so will result in a loss of legal rights.

Arbitration Clause: Any controversy or claim arising out of, or relating to this Agreement, or breach thereof, either directly or indirectly shall be settled by binding arbitration administered by the American Arbitration Association in the state of , using its Commercial Arbitration Rules. The arbitrator shall have at least three (3) years of actual knowledge of the home inspection industry. Any decision and judgment award rendered may be entered in any court having jurisdiction hereto. Each party agrees to pay its own costs of arbitration. (This excludes payment of the company's fees.)

EXCLUSIONS FROM THE INSPECTION: The following items, components and issues are specifically not included in the Inspection: product recalls by the CPSC or manufacturers or others; the presence of or identifying mold; the interior condition of chimney flues; all concealed or underground items, including without limitation, plumbing and electrical components, septic systems or cesspools, well and its water quality; water softeners and purification systems; swimming pool/spa and systems; automatic sprinkler systems; any system that is shut down; lighting of pilot lights; alarm, intercom, and low voltage systems, including without limitation, yard fixtures, timers, de-icing systems, and solar systems; storm windows, screens, and doors; shutters, awnings and related accessories; broken windowpanes &

"THERMO-PANES"; all portable/moveable appliances including, without limitation, the refrigerator/freezer; the temperature calibration, self-cleaning feature, and timer operation of the stove/oven; the heat exchanger; radiant heating system; compliance with past or present state and local building code requirements; evaluation or analysis of soil conditions and geological stability; evaluation of engineering and architectural issues; compliance with any federal, state, or local environmental laws, rules, and ordinances; the existence of any hazardous wastes and toxic substances on, in, or around the Residence including, without limitation, asbestos, radon gas, lead and lead-based paint, mold, or methamphetamine.

**WALK-THROUGH INSPECTION BY CLIENT:** The Client is advised that conditions at the Residence may change between the date of the Inspection and the date on which the Client closes on the purchase of the Residence. Consequently, the Client is advised and encouraged to personally conduct, or to arrange for an independent third party to conduct a pre-closing "Walk-Through Inspection" of the Residence. This pre-closing Walk-Through Inspection should include, but not be limited to, the heating/cooling systems and the landscape sprinkler system - weather permitting.

**ADDITIONAL TERMS:**

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**ADDITIONAL CONTRACT SERVICES:**

There are additional services offered and specified below based upon generally accepted industry standards. If there is an addendum and there is a conflict in the terms, the addendum terms shall apply. Please initial the additional services:

Initials: \_\_\_\_\_Termite

**TERMITE INSPECTION**

The Termite inspection, if requested, is per Zoom Home Inspections LLC,

**DISCLOSURE:** The Client

[ ] DOES NOT authorize the distribution of the Report to the real estate agents directly involved with any real estate transaction for the Residence associated with the Client.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. IT MAY BE ENFORCED BY THE PARTIES.**

Zoom Home Inspections LLC

1567 Highlands Dr. NE. Suite 110 #183  
Issaquah, WA 98029  
425-3 01-2747

AGREED TO:

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Client Name

SignatureDate