

Pre-Inspection Agreement

Client _____

Inspection Address: _____.

Napoleon Home Inspections, herein known as the Inspector, agrees to conduct an inspection for the purpose of informing the client of major deficiencies and the condition of the 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 CONSENT.

- 1) This inspection of the subject property shall be performed by the Inspector for the Client in accordance with the Standards of Practice of the National Association of Certified Home Inspectors, Inc. (NACHI).
- 2) The purpose of this inspection is to identify and disclose visually observable major deficiencies of the inspected systems and items at the time of the inspection only. Detached buildings are not included.
- 3) This inspection is not intended to be technically exhaustive nor is it considered to be a GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE CONDITIONS OF THE PROPERTY, and ITEMS AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED ON AS SUCH. The Inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components or the contents therein. Company is neither guarantor nor insurer.
- 4) The inspection and report do not address and are not intended to address code and regulation compliance, the possible presence of, or danger from asbestos, radon gas, lead paint, urea formaldehyde, soil contamination and other indoor and outdoor substances. The client is urged to contact a competent specialist if information, identification, or testing of the above is desired.
- 5) Any matter concerning the interpretation of this agreement, of the Inspection Report, or any claim based upon either or them shall be subject to mediation between the parties or failing such mediation shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, except for the rules pertaining to the arbitrator selection. The three (3) arbitrators should have knowledge of the home inspection industry and one arbitrator must be a member of ASHI with at least five (5) years of Home Inspection experience.
- 6) The inspection service is conducted at the property. The physical on-site inspection of the property is a very valuable time to exchange information between the Inspector and the Client. Any particular concern of the Client must be brought to the attention of the Inspector before the inspection begins. The written report will not substitute for the Client's personal presence during the inspection. It is virtually impossible to fully profile any building with any reporting system. Unless the Client attends and participates in the inspection process itself, the Client will have no chance of gaining all the information that is offered.
- 7) The Client has been informed that there is a problem with mould. Inspector _____ Customer _____
- 8) The Client has been informed that there is a problem with moisture. Inspector _____ Customer _____
- 9) The Client has been informed about _____ Inspector _____ Customer _____
- 10) The Online Report is the only representation made by David Listro as to condition of property.
- 11) The Inspectors liability is not to exceed the cost of the inspection.
- 12) The client has read the above, understands, agrees and acknowledges receipt of a copy of this agreement. The client agrees to pay the agreed upon fee at or before the time of inspection.

Inspector

Date

Client

Date