



SUMMER STREET INSPECTIONS

SummerInspect.com

· General Contractors · Member, American Society of Home Inspectors

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CONTRACT FOR HOME INSPECTION

The party signing below ("Client") hereby engages Paul A. Rude, dba Summer Street Inspections ("Inspector"), to perform a limited visual inspection of a home at the following address:

Address: _____ City: _____

The fee for inspection is based on the schedule on page 4, below. The fee is payable at the inspection.

Scope of the Inspection. The inspection consists of a visual examination of *readily accessible* portions of the following, subject to the limitations below: foundation and framing; roof; crawl space or basement; attic; fireplaces; electrical service, panels, wiring, and fixtures; water supply piping and fixtures; drains and vent plumbing; natural gas plumbing; water heaters; heating systems; exterior siding and trim; stairs; doors; interior rooms; garages; patios, sidewalks, and driveways; and decks attached to the house. The inspection includes samples of multiple components such as windows, smoke detectors, and electrical outlets, but does not include every such item. *"Readily Accessible" means visible without dismantling any building component, and without moving furnishings, landscaping, or personal property.*

The Inspection Report. The written inspection report is a general review of the property, not a full analysis of any component or system. *It is not intended to identify every defect or hazard on the property.* The report describes conditions visible at the time of the inspection. Inspector offers no warranty against defects that appear later, or against personal injury from any cause to Client or any other party.

Exclusions and Limitations

Concealed Components and Areas. Any component or area not visible at the time of inspection is excluded. This exclusion applies to but is not limited to buried or concealed components such as sewers, septic tanks, storm drains, wells, foundation footings, buried fuel tanks, and underground utilities; wiring, plumbing, insulation, or other components inside walls; structural elements concealed by finished walls; areas concealed by furnishings, draperies, floor coverings, personal property, or landscaping plants; areas accessible only through other properties; and locked rooms or other spaces.

Engineering. Inspector is not responsible for any determination requiring engineering. This exclusion applies to but is not limited to evaluation of the adequacy of soils, foundations, seismic reinforcement, retaining walls, beams, girders, cantilevers, and other structural components.

Testing. Inspector does not perform tests or calculations to determine the adequacy of any component. This exclusion applies to but is not limited to load calculations for electrical services or circuits; measurements of resistance, voltage drop, continuity, or other electrical parameters; measurement of pressure or flow at plumbing fixtures; testing of chimneys for draw; testing for leaks in drains, rain leaders, gas piping, or other piping; testing furnace heat exchangers; and measurement of the flow of heated or conditioned air.

Geologic, Seismic, and Flood Hazards. Inspector is not responsible for identifying any geologic or seismic hazard; locating the property relative to earthquake faults or landslide zones; or determining whether the property may be subject to flooding. Inspector recommends that Client contact local authorities or consult a current geologic hazards report for information on these topics.

Codes and Regulations. The inspection is not an evaluation of compliance to building codes or similar regulations. Research to determine which regulations apply to the structure is available at additional cost.

Boundaries and Zoning. Inspector is not responsible for locating property lines, easements, setbacks, or other boundaries. Inspector offers no warranty regarding compliance with zoning regulations.

Appliances and Auxiliary Systems. The following are excluded: swimming pools, ponds, spas, saunas, and whirlpool bath equipment; water filters; security alarms; communications systems such as telephone, audio wiring, and intercoms; appliances; play or recreational equipment; and irrigation systems.

Recalls of Equipment. Inspector is not responsible for identifying appliances or other equipment that may have been recalled by the manufacturer for safety reasons or operational defects. For information on this topic, you should contact the U.S. Consumer Product Safety Commission: www.cpsc.gov.

Roof. Inspector carries a 20-foot ladder. Roofs too high to reach with this ladder; roofs that in inspector's opinion are too steep, slippery, or otherwise unsafe to walk on; and roofs covered with tiles or other materials that may break when stepped on will be inspected from the ground with binoculars, from windows, etc. Further inspection of high or otherwise inaccessible roofs is available at extra cost.

Fire Safety. Inspector does not examine or test fire escapes, sprinklers, extinguishers, or similar equipment. Clients should contact the local fire department for an evaluation of fire safety on this property.

Furnaces. Inspector examines only those portions readily accessible without dismantling any part other than a simple access panel. Inspector offers no warranty against defects in heat exchangers.

Solar Equipment. The inspection does not cover solar heating, water heating, solar electrical, or similar systems.

Attics. Inspector does not enter unfinished attics. Attics are examined with a light from the access opening.

Crawl Spaces. Inspector will not enter spaces with less than 18 inches clearance between floor framing and soil. Inspector reserves the right to refuse to enter any space that is wet or hazardous.

Outbuildings. Unless specified below, the inspection does not include any structure not an integral part of the house, with the exception of one garage used primarily for vehicle storage. Detached garages converted to other uses will be inspected at additional cost if requested.

Fencing Fences, gates, and similar items are not included.

Plans and Specifications. Inspector is not responsible for determining whether the structure complies with plans or specifications. You should consult the architect, engineer, or other design professional on this topic.

Utility Controls. Inspector will not operate water or gas supply valves, other than those normally used by occupants at plumbing fixtures. Inspector will not operate circuit breakers or fuse panel controls.

Condominiums and TICs. Inspections of condominiums and TIC units are limited to the interior of the unit, plus private areas such as patios and decks. In buildings of 1 or 2 stories with no more than 6 units, the inspection also includes those portions of the roof and exterior walls that are accessible without passing through other private areas, subject to the limitations in this contract. All other facilities are excluded unless specified in writing. In larger buildings, this exclusion applies to, but is not limited to, the roof, exterior walls, foundation and other structural elements, drainage, utility services, and common water heating and space heating systems.

Hazardous Materials and Environmental Conditions. The inspection does not include identification of hazardous materials, including but not limited to asbestos, lead, and radon; or evaluation of environmental conditions such as soil, air, or water pollution, odors, noise, electromagnetic forces (EMF), any form of radiation.

Molds and Fungi. Inspector is not qualified to identify molds, fungi, or other harmful organisms. Client shall indemnify and hold Inspector harmless from any claim of injury or damage arising from the presence or effects of such organisms. For evaluation of biohazards, Client should consult a qualified environmental health specialist.

Structural Pests. Inspector is not a licensed structural pest inspector and is not responsible for identifying structural pests or damage. Inspector recommends that Client retain a licensed structural pest control firm to inspect the property and issue a standard report on the condition of wood components.

Security. Inspector is not responsible for locking or securing any portion of the premises, arming any security system, or for the movements or activities of other persons or animals. Inspector offers no warranty as to the likelihood of burglary, arson, trespassing, vandalism, or other criminal acts.

Repairs. In the event that Inspector causes incidental damage in the course of activities which might be performed in normal occupancy, and if Client or the property owner requires repair, Client shall reimburse Inspector for the full cost of such repair. This applies to but is not limited to windows that break when opened, rusted gutters or plumbing that leaks when touched, light fixtures that fall when touched, etc.

Equipment. Ladders and equipment brought to the inspection are solely for Inspector's use. Inspector offers no warranty as to their safety. Client shall indemnify and hold Inspector harmless from any claim of personal injury or property damage arising from the use of Inspector's equipment by Client or by any third person.

Courtesy Observations. As a courtesy, Inspector may identify conditions outside the scope of inspection as defined here. This shall not be interpreted as an obligation to identify all such conditions. This clause applies to but is not limited to identification of potentially hazardous materials, code violations, and recalled equipment.

Terms and Conditions

Exclusive Use. The inspection report is for Client's sole, confidential, and exclusive use. Client agrees not to transfer or disclose any part of the report to any other person with these exceptions ONLY: (a) one copy may be provided to Seller(s), upon the express condition that Seller(s) agree to use the report only in connection with Client's transaction; and (b) one copy may be provided to Client's real estate agent and/or to a lender for use in Client's transaction only. Client agrees to defend Inspector and hold Inspector harmless against any claim or action arising from the inspection or the report by any third party. This clause applies to but is not limited to claims arising from direct or indirect distribution of the report by sellers or their agents.

Seller's Disclosure. The report is not a substitute for a Seller's disclosure statement and does not lessen Seller's obligation to disclose defects, regardless of whether such defects are visible at the time of inspection.

Inspector's Liability. Clients agree that Inspector's liability for errors and omissions shall be limited to \$1,000.00 or twice the inspection fee, whichever is less, unless the Intensive Inspection option is accepted below.

Waiver of Report. *By initialing here, Client directs Inspector NOT to issue a written report and to discard all inspection notes after 7 days, and agrees that no claim for any alleged error or omission shall be enforceable. Client may rescind this waiver by notifying Inspector in writing within 7 days of the inspection that a report is required, and paying the balance of fees. Client's initials: _____*

Non Payment. No claim against Inspector shall be enforceable if Client fails to pay inspection fees in full.

Severability. In the event that a court of law determines that any provision of this contract is unenforceable, the court shall enforce all other provisions as if the unenforceable provision were not included.

Attorney's Fees. If Client(s) initiates any claim against Inspector because of an alleged error, omission, or other act related to the inspection or the report, and if Client does not prevail, Client shall be liable for the full amount of Inspector's attorney's fees and other legal expenses in defending the claim.

Time Limit on Claims. No claim against Inspector for any alleged error or omission shall be enforceable if Inspector is not notified in writing of the claim, by certified mail at the above address, within one year from the date of the inspection, or within such time as may be specified by law.

Discovery. Inspector and his attorney or other agents shall have the right to enter and inspect the premises and to examine all evidence relevant to any claim against Inspector. If Client causes any defect to be concealed before Inspector has been given reasonable opportunity of discovery, any related claim shall be unenforceable.

Inspector's Testimony. If Inspector is called to appear as a witness in court or appear for deposition in any action related to or arising from the inspection or the report, Client shall reimburse Inspector for all time required to comply with requirements of the court at a rate of \$200.00 (two hundred dollars) per hour, plus expenses. All time, including preparation and travel, will be charged. Fees shall be due and payable at the time of Inspector's appearance. Inspector shall have the right to require a deposit against fees prior to appearance. If Inspector is compelled to appear by a third party, Client shall be liable for all charges not paid in full by said third party.

Disputes. Any dispute, controversy, interpretation or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misrepresentation, arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the *Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes* of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be final and binding and judgement on the Award may be entered in any Court of competent jurisdiction.

Acceptance. I accept the terms and conditions of this contract, warrant that I have secured all approvals necessary for Inspector's entry to the property, and warrant that I am authorized to accept the terms and conditions above on behalf of any other interested party.

Signed, _____ Printed name _____ Date _____

Signed, _____ Printed name _____ Date _____

Summer Street Inspections

Fee Schedule: Summer, 2005

All fees include written report by email, plus 1 printed copy by US mail on request. Garages up to 2 spaces are included unless they have been converted to other uses.

Property Description <i>Except as noted, all fees are for Limited Visual Inspection</i>			Base Fee
Condominiums:			
Interior only, up to 1,200 sq ft, 1 bath			\$ 425
Interior only, up to 1,500 sq ft, 2 baths			\$ 465
Detached homes:			
Up to 1,000 sq ft, 1 bath			\$ 465
Up to 1,200 sq ft, on slab foundation, 1 bath			\$ 465
Up to 1,500 sq ft, 1 or 2 baths			\$ 500
Up to 2,000 sq ft, up to 3 baths			\$ 550
Up to 2,500 sq ft, up to 3 baths			\$ 595
Duplexes – Triplexes – Fourplexes:			
Largest unit priced as detached home, see above			\$
2 nd – 4 th units up to 500 sq ft, 1 bath			\$ 125
2 nd – 4 th units up to 1,000 sq ft, 1 bath			\$ 145
2 nd – 4 th units up to 1,500 sq ft, 1 or 2 baths			\$ 175
2 nd – 4 th units up to 2,000 sq ft, 1 or 2 baths			\$ 225
Apartment Buildings quoted on individual basis			
Intensive inspection with liability limit \$15,000. Minimum of 5 days notice and preliminary site visit required. Inspection includes engineer, roofer, electrical contractor, and other specialists as needed.	\$75 per hour, plus expenses & specialists' fees. \$2,500 minimum.		
EXTRAS		Number	Amount
Homes over 2,500 sq ft, or condominiums over 1,500 sq ft, additional per sq ft	\$0.25		\$
Extra baths, including partial baths, each	\$ 25		
Second kitchen in same building	\$ 75		
Detached studio/guest house to 500 sq ft, no kitchen	\$150		
Detached studio/guest house to 500 sq ft, with kitchen	\$195		
Preparation of deferred report (see p. 3)	\$75		
Escrow billing	\$75		
Sunday inspection	\$150		
Research on codes, property files, etc., per hour	\$75		
"Walk-thru" with verbal summary: minimum for up to 3 hours on site.	\$300		
Hourly fee after 3 hours	\$75		
Extra printed copies of report, each	\$ 15		
Travel for trips more than 30 min from office, per hr	\$45		
		Total	\$



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Please provide addresses and numbers for delivery of the report. The fee includes unlimited emails plus one copy by US mail on request. Extra copies are \$15 each.

Your Name(s) _____
 Address: Street _____
 City / State _____ Zip _____
 Phone (H) _____ Work _____
 Fax _____ Other _____

EMAIL REPORT TO:

Name	E-mail Address
_____	_____
_____	_____

FAX REPORT TO:

Name	Area Code / Fax Number
_____	_____
_____	_____

SEND EXTRA PRINTED COPIES (\$15 each) TO:

Name	Mailing Address
_____	_____
_____	_____