

Home Inspection Agreement

Inspector: Rikk Silvia

License # 501

603 Home Inspection

Home Phone: 603-424-6853

23 Meetinghouse Road

Cell Phone: 603-930-9766

Merrimack, NH 03054

Email: rikksilvia@comcast.net

Client Name: _____ Report # _____

PROPERTY ADDRESS: _____

Standard Inspection Fee: _____

Additional Fee: _____

Additional Fee: _____

TOTAL INSPECTION FEE: _____

The **Client** and **603 Home Inspection, Rikk Silvia**, of 23 Meetinghouse Road, Merrimack, NH 03054, agree to the terms and conditions set forth below:

Scope of Inspection: The **Client** authorizes **603 Home Inspection, Rikk Silvia**, to perform a standard home inspection at the following address:

By providing a standard home inspection, **603 Home Inspection, Rikk Silvia**, intends to provide the **Client** with an evaluation of the general condition of the dwelling. The inspection is a visual inspection of the building, including its components and apparent overall condition on the date of the inspection only. The inspection is limited to readily accessible areas of the building and improvements. Data collected for the report as a result of the inspection, is not intended to make any representation regarding latent or concealed defects that may be present. No warranty or guarantee is intended, expressed or implied on any system, equipment or component.

Limits of Inspection: The inspection is not intended to be an all-inclusive, exhaustive search of every minor problem that can exist in a home. The inspection and subsequent report resulting from the inspection cannot precisely and completely assess the risk, detect all flaws, predict every occurrence or make assurances whatsoever. The inspection and subsequent report are not intended to reflect the value of the home and are not intended to provide any advice on whether or not to purchase the property. The **Client** acknowledges that **603 Home Inspection, Rikk Silvia**, is not insuring against any deficiencies or defects not stated in the inspection report that may be

discovered by the [Client](#) after the inspection. The inspection and subsequent report cannot identify problems or conditions that are out of the view of the visual inspection, or that have been hidden or purposely covered.

[Weather Limitations](#): Weather conditions limit the extent of the inspection. Snow cover and rain limit roof inspection and access. Snow cover also limits the inspection of landscaping, walks, driveways, grading and drainage. Dry conditions limit the ability to determine moisture, leakage, and seepage in the dwelling. Dry conditions also limit the ability to determine flood conditions in and around the dwelling. Heating systems may not be tested during hot weather conditions. Cooling systems cannot be tested when the external temperature has fallen below 65 degrees F within the previous 24 hours.

[Exclusions from Inspection](#): The inspection is a non-intrusive inspection. The inspector will not cause intentional damage by poking holes in walls or ceilings, and /or tear or remove carpeting or rugs. The inspector will not move insulation or vapor barriers, remove ceiling panels, move furniture, appliances, debris, personal belongings, clothing or breakable items. The following items are beyond the scope of the inspection unless otherwise specially stated: wells, septic tanks and systems, below ground fuel storage tanks, above ground fuel storage tanks, wood stoves, portable heating equipment, window air conditioners, solar heating systems, fire sprinkler or irrigation systems, condition of underground drains, concealed systems, water treatment or softener equipment, underground utilities, playground equipment, security systems, intercom systems, stereo systems, telephone systems, telephone lines, antennas, pools, spas, saunas, leakage from shower pans or stalls, elevators, sheds, or other out buildings, recreational equipment or facilities. **The home inspection is not a building code inspection.** Additional items beyond the scope of the inspection are: roof not accessible by a 12 foot ladder, slippery, snow-covered, brittle, (including, but not limited to, slate, roof shingled roof), or dangerous roof; attics or crawl spaces with limited or no access; thermostat (s) or timer (s) accuracy across a range; oven temperatures, chimney interiors; equipment that has been shut off but still connected to utilities; equipment that has been drained, tagged or rendered inoperative; intermittently occurring problems including, but not limited to, leakage or seepage occurring only under unusual weather conditions. This inspection and report does not address nor does [603 Home Inspection, Rikk Silvia](#), warrant against the possible presence or dangers from mold, asbestos, radon gas, lead paint, urea formaldehyde, lead and/or other contaminants in the drinking water, toxic or flammable chemicals' electromagnetic fields, water or airborne diseases, or illnesses and any other similar or potentially harmful substances. [603 Home Inspection, Rikk Silvia](#), suggests the [Client](#) contact an appropriate expert and/or government agency concerning these issues.

[Random Samples](#): Certain items such as receptacles, switches, fixtures, windows, doors, hardware, screens, cabinets, countertops, mortar, masonry, paint, and caulk condition are randomly sampled for testing and inspection.

[Manufacturer Recalls](#): [Clients](#) are encouraged to research home appliances, system, and components for manufacture recalls prior to the purchase of the home. [603 Home Inspection, Rikk Silvia](#), is not responsible for notifying [Clients](#) of recalled appliances, systems, or components.

[Re-Inspection](#): Reinspection of any component or area of the dwelling due to weather restrictions, utility shut-off, or any other reason is beyond the scope of this inspection, and re-inspection may be scheduled later for an additional fee.

[Participation](#): [Clients](#) are encouraged to participate in the inspection and do so at their own risk. [603 Home Inspection, Rikk Silvia](#), assumes no liability for any personal injury, property damage, or any other damage that may result from the [Client's](#) participation. The [Client](#) assumes all responsibility for incomplete or inaccurate information for non-participation.

[Right to Enter](#): The [Client](#) warrants all necessary arrangements have been made with the selling party for [603 Home Inspection, Rikk Silvia](#), to enter and inspect the property listed in this contract.

[Third Party Disclosure](#): The [Client](#) acknowledges that this report is for the confidential use of the [Client](#). The [Client](#) consents and authorizes [603 Home Inspection, Rikk Silvia](#), to disclose information in the report to any third party relating to the transaction. The [Client](#) agrees to indemnify and hold [603 Home Inspection, Rikk Silvia](#), harmless for

any damages and/or expenses, to include attorney fees, involved in the defense of any claim made by a third party as the result of these services rendered under this contract.

Limitation of Liability: The Client agrees that 603 Home Inspection, Rikk Silvia, total liability is limited to the cost of the inspection for any mistakes, omissions or errors of any kind.

Payment of fees to 603 Home Inspection, Rikk Silvia: Payment of Total Inspection Fees are due at the conclusion of the on-site inspection. The Client agrees to pay all legal and time expenses incurred in collecting due payments, including attorney fees, if any. If Client is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guarantee payment of the fee by the entity.

Dispute Resolution: Clients who feel there has been an error, omission, or deficiency in the inspection or report preparation must notify 603 Home Inspection, Rikk Silvia, in writing about the nature and extent of the problem within five business days of discovery and make the property available for re-inspection. Repairs, alterations, or replacement of alleged faulty or defective equipment or components prior to the notification of 603 Home Inspection, Rikk Silvia, voids the Client's right to file claim under this contract and relieves 603 Home Inspection, Rikk Silvia, of any and all liability for such claim. If either party makes a claim against the other relative to this contract, the Client and 603 Home Inspection, Rikk Silvia, both agree to submit the dispute to the American Arbitration Association and use as a measure of performance, the "Standards of Practice" set forth by the American Society of Home Inspectors. Arbitration will take place at the property by a qualified solicitor or attorney. Client must initiate the proceeding within one year of the date of contract. If the Client initiates and pursues a claim against 603 Home Inspection, Rikk Silvia, for any alleged error, omission and/or deficiency and fails to prove the claim, the Client agrees to pay all reasonable costs, fees, legal expenses and other costs associated with the action incurred by 603 Home Inspection, Rikk Silvia, in defense of the claim.

Severability: If any tribunal or other legal entity having jurisdiction over such matters determines that any portion of this contract is void or unenforceable, that tribunal or legal entity shall enforce the remainder of this contract as if the unenforceable portion did not exist. The Client requests that the address described above, be inspected in the manner as outlined herein.

The Client has carefully read, understands and agrees to be bound by the terms of this contract, and is signing of his/her own free will.

Date: _____

603 Home Inspection, Rikk Silvia: _____

Client Signature (s): _____
