

# CHN Inspections, LLC

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## CONTRACT AGREEMENT

Client:

Property Address:

Inspection Date:

I/We (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by CHN Inspections, LLC. Such inspection to be for my/our sole use and benefit. I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have. The purpose of the home inspection is to advise you of conditions at the property which need service and may have a financial impact on your purchasing or selling decision. We do not guarantee or provide a warranty for any items inspected, evaluated, or reported on as part of the inspection. Home Warranty Insurance is available through many companies and if you desire to insure all or portions of the major systems and components we suggest that you arrange for such insurance. Your initials below indicate that you understand and agree that the home inspection service that we provide is not a guarantee or warranty for any portion of the property inspected.

Initial Here \_\_\_\_\_

### SCOPE OF INSPECTION

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with generally accepted standards of practice, a copy of which is available upon request.

### OUTSIDE SCOPE OF INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION:

- Specific components noted as being excluded on the individual systems inspection forms
- Private water or private sewage systems
- Saunas, steam baths, or fixtures and equipment

Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls

Water softener / purifier systems or solar heating systems

Furnace heat exchangers, freestanding appliances, security alarms or personal property

Adequacy or efficiency of any system or component

Prediction of life expectancy of any item

Building code or zoning ordinance violations

Geological stability or soils condition

Structural stability or engineering analysis

Termites, pests or other wood destroying organisms

Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards

Building value appraisal or cost estimates

Condition of detached buildings

Pool or spas bodies and underground piping

(Some of the above items may be included in this inspection for additional fees - check with your inspector)

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade.

If your inspector recommends consulting other specialized experts, client must do so at client's expense.

I have received a copy of the American society of Home Inspector's Standards of Practice and Code of Ethics. These documents provide additional information about how the inspection is conducted.

Initial Here \_\_\_\_\_

#### DISCLOSURE AND RELEASE REGARDING MOLD

Client is hereby advised that mold and/or other microscopic organisms may exist at the property and such microscopic organisms and/or mold may cause physical injuries including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons.

Client acknowledges and agrees to accept full responsibility/risk for any matters that may result from microscopic organisms and/or mold and to hold harmless, release and indemnify seller, CHN Inspections, LLC, their officers, employees, agents, heirs, executors, administrators, and successors from any liability/recourse/damages (financial or otherwise).

Client hereby acknowledges reading this disclosure and release, and is aware of the conditions set forth therein.

This disclosure and release is executed voluntarily and with full knowledge of its significance.

CHN Inspections, LLC inspectors are not qualified to inspect property for mold or make recommendations or determinations concerning possible health or safety issues. The purpose of this disclosure is to put clients on notice to conduct their own due diligence regarding this matter using appropriate, qualified experts.

Initial Here \_\_\_\_\_

#### Radon Test Recommendation

Because Radon is a Class A carcinogen and the second leading cause of lung cancer, the EPA (Environmental Protection Agency), the Surgeon General, the Consumer Federation of America and CHN Inspections, LLC, strongly recommends that home buyers conduct a Radon Test before purchasing. A qualified contractor can easily reduce elevated levels.

\_\_\_\_\_ I authorize CHN Inspections, LLC, to perform a Radon Test of for an additional fee of \$140.00

\_\_\_\_\_ I decline the radon test at this time.

#### **I HAVE READ AND AGREE TO THE ABOVE SCOPE OF INSPECTION.**

**ARBITRATION:** Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the recognized Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The Arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

**USE BY OTHERS:** Client promises Inspector that client has requested this inspection for Client's own use only and will not disclose any part of the inspection report to any other person with these exceptions **ONLY:** one copy may be provided to the current seller(s) of the property for their use as part of this transaction only, and one copy may be provided to the real estate agent representing Client and/or bank or other lender for use in Client's transaction only.

**ATTORNEYS FEES:** The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorney's fees, arbitration and other costs.

**SEVER ABILITY:** Client and inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

**DISPUTES:** Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein

above, shall be made in writing and reported to the inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

**LIMITATIONS ON LIABILITY**

**INSPECTOR'S LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. THE LIABILITY OF INSPECTOR'S PRINCIPALS, AGENTS, AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANY KIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.**

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY BOTH PARTIES.**

**I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITION OF THIS CONTRACT AND AGREE TO PAY FEE LISTED.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Client

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
CHN Inspections, LLC - Inspector

Inspection Fee: \_\_\_\_\_

Termite Fee: \_\_\_\_\_

Radon Fee: \_\_\_\_\_

Other Fee: \_\_\_\_\_

Total Fee: \_\_\_\_\_