



1934 Overland Court  
Allison Park, PA 15101-3223

Phone (412) 366-4600  
www.1sthomeinspections.com

**INSPECTION AGREEMENT**

This INSPECTION AGREEMENT ("Agreement") is made on \_\_\_\_\_  
between:

"Inspection Company"

"Client(s)"

**1<sup>st</sup> Home Inspections, Inc.** and \_\_\_\_\_

For the property located at:

\_\_\_\_\_  
("The Property")

1. **Inspection Services and Fees.** The Inspection Company will perform the following inspections for the fees indicated:

Building Inspection	\$ _____	Well, Septic, Water Potability	_____
Estimating Service	_____	Mold Test	_____
Wood Destroying Insect Report	_____		_____
Radon Test	_____	Total due for All Services	\$ _____

2. **Time of Payment and Release of Reports.** The client shall pay the Inspection Company the fees set forth in Section 1 on the same day the field work for the home inspection is performed. The Client shall not be entitled to any reports until the 'Total Due for All Services' has first been paid and this "Agreement" has been signed and delivered to the Inspection Company.

3. **Home Inspection Law.** The Home Inspection and this Agreement comply and reflect the provisions of Act 114, Section 75, known as the Pennsylvania Home Inspection Law. The Client acknowledges and agrees that the purpose and scope of the Home Inspection of the Property by the Inspection Company is to discover readily visible, apparent or obvious Material Defects at the time of the inspection and assist the Client in evaluating the overall condition of the Property and provide an inspection report describing the Material Defects according to Standards of Practice and Code of Ethics of the American Society of Home Inspectors, Inc. A Material Defect is defined as follows: "A problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is near, at or beyond the end of its normal useful life is not, by itself, a Material Defect."

4. **Not a Warranty.** The Home Inspection and the Inspection Report do not constitute and shall not be considered to be a warranty, either express or implied, concerning the present or future condition of the Property, the presence or absence of latent or hidden defects that are not reasonably ascertainable in a competently performed home inspection, or the remaining useful life of any system or component on the property.

5. **Further Evaluation.** If the person conducting your home inspection is not a licensed structural engineer or other qualified specialist whose license authorizes the rendering of an opinion as to the structural integrity of a building or its other component parts, you may be advised to seek a professional opinion as to any defects or concerns found in this report.

6. **Not an Appraisal.** This home inspection is not to be construed as an appraisal and may not be used as such for any purpose.

7. **Permission to Release Report.** The Company will issue an inspection report to the Client only. This report becomes the confidential property of the client and may not be relied upon by any other person through unauthorized distribution of the inspection report. The Client may give the authority to the Inspection Company to release a copy of this report for his or her named representative's sole use in this specific real estate transaction only by initialing: \_\_\_\_\_, and providing the representative's name: \_\_\_\_\_

I have read and agree to the terms, conditions, limitations and exclusions found in both this document and the limitations and exclusions document that follows. I agree to the terms of limitation of liability and the provisions of the Pennsylvania Home Inspection Law. I understand that if I do not agree to the terms and conditions set forth that I have the right to cancel the inspection at this time and I have the right to hire another inspection company.

Malcolm Whipkey, President, 1<sup>st</sup> Home Inspections, Inc.  
ASHI Member No. 94114

\_\_\_\_\_  
Client(s) (or Named Representative)

## 8. Limitations & Exclusions

The Client expressly acknowledges and agrees that the following matters are not included in the scope of the inspection and the inspection report and further acknowledges that the Inspection Company makes no representations or warranties and offers no opinion as to:

- a. **The presence of concealed or hidden defects not discoverable by this non-intrusive, non-invasive, visual inspection.**
- b. The condition of the following components unless they are specifically included as separate inspection as defined in Paragraph 1 of this agreement: underground tanks, wells, well equipment, private sewage, swimming pools, hot tubs, spas or saunas, burglar, fire or other alarm systems, fire suppression systems, irrigation systems, air and water quality, mold, tennis courts, playground equipment or any other recreational or athletic equipment apparatus or facilities, pollutants, toxic chemicals or any environmental hazards.
- c. The inspection of any system, component or part of the property that requires moving of personal property, dismantling, or other destructive measures to gain access to a system, component or part of the dwelling.
- d. Property's compliance with municipal, county, state or federal statute codes, rules, ordinance rules, or regulations including without limitation building, zoning, or property maintenance codes.
- e. The presence or absence of any hazardous condition or material which would constitute a Material Defect or would otherwise pose a health or safety hazard to humans, including, without limitation, asbestos, radon, formaldehyde, lead or lead based paint, mold, water and air quality or electromagnetic radiation. Specialists may be arranged on your behalf for this type testing.
- f. On site private water systems such as underground wells or springs, as well as the evaluation of private sewage and their respective components.
- g. Whether visible or not, the following items are outside the scope of the inspection: adequacy or efficiency of an item, detached buildings, elevators, engineering analysis, freestanding appliances, geological stability, heating equipment heat exchangers, prediction of life expectancy of any item, radio controlled devices, solar heating systems, thermostatic or time controls, underground piping and water treatment systems.
- h. Any item or component specifically excluded from the scope of the home inspection by or noted on the home inspection report.
- i. Any item or component excluded from the scope of the home inspection by the Standards of Practice of the American Society of Home Inspectors, Inc. (Click to review and print the ASHI Standards of Practice - <http://www.ashi.org/inspectors/standards/standards.asp> )

**9. Damages.** If the Inspection Company or any of its employees, agents, providers, officers or shareholders are found to be liable by a court of competent jurisdiction for any claim or damage due to the alleged negligence or willful misconduct of the Inspection Company performing the home inspection or in reporting on the condition of the property in the inspection report, **the maximum damage that the Client can recover from the Inspection Company shall not exceed three times the fee paid for that inspection.** The Inspection Company shall not be liable to the Client for any loss of use of the property, repair or replacement cost, consequential or punitive damages or for attorneys' fees or court costs. The Inspection Company shall not be liable to the Client for any claims, loss or damage if the Client alters, tampers with or repairs or replaces the condition which is the subject matter of the Client's claim before the Inspection Company has had an opportunity to inspect the alleged defective condition.

**10. Notification.** The Client must commence any action for damages arising out of or related to this Agreement or the Inspection Report according to the provisions set forth by Section 7512 of the Home Inspection Law (68 P.S. §§ 7501-7512) within one year of delivery of the Home Inspection Report to the client or the named representative.

**11. Arbitration.** 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. (214) 638-2700 ext. 509. The decision of the Arbitrator appointed there under shall be final and binding and judgment on the Award may be entered in any Court of Competent jurisdiction. At least one arbitrator must be familiar with the home inspection profession.

**12. Severability.** If a court of competent jurisdiction determines that any section, provision or part of this Agreement is void, voidable, unenforceable, or contrary to the laws or the Constitution of the Commonwealth of Pennsylvania, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement and the exhibits attached hereto contain all the terms and provisions between the Inspection Company and Client relating to the Home Inspection and Inspection Report. A term or provision not incorporated or stated in this Agreement shall be of no force and effect.

The terms and provisions of this Agreement are binding upon and shall benefit the Client and the Inspection Company and their respective heirs, personal representatives, successors and assigns.

I have read and agree to the terms, conditions, limitations and exclusions found in both pages of this document. I agree to the terms of limitation of liability and the provisions of the Pennsylvania Home Inspection Law. I understand that if I do not agree to the terms and conditions set forth that I have the right to cancel the inspection at this time and I have the right to hire another inspection company.



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Malcolm Whipkey, President, 1<sup>st</sup> Home Inspections, Inc.  
ASHI Member No. 94114

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Client(s) / Named Representative Signature

