

# INSPECTION AGREEMENT

(Please read both sides of contract carefully)

This **AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, by and between Inspector and Client named below. Client agrees to employ Inspector and Inspector agrees to conduct a Real Estate INSPECTION and make a written report concerning the buildings and premises at:

**Client** \_\_\_\_\_ **Date** \_\_\_\_\_ **Scheduled Time** \_\_\_\_\_  
**Address** \_\_\_\_\_ **Property** \_\_\_\_\_  
\_\_\_\_\_ **Inspected** \_\_\_\_\_  
**Phone (H)** \_\_\_\_\_ **(W)** \_\_\_\_\_ **Fee(s)** \_\_\_\_\_

## CLIENT ACCEPTANCE

**By:** \_\_\_\_\_  
Client  
\_\_\_\_\_  
Client

## INSPECTOR

**By:** \_\_\_\_\_

**1. Purpose and Scope:** The object of this inspection is to provide a professional, good faith opinion of the apparent condition of structures and systems of the residential real estate described above, on the date and the time of observation. The inspection and report will conform to current Standards of Practice set forth in Wisconsin State Statute 440.975 and SPS 131 Subchapter IV of the Wisconsin Administrative Code. Home inspection is an activity that is regulated in Wisconsin, and so this contract will refer to sections of Wisconsin law that affect this contract. The inspection is designed and intended to detect observable conditions of an improvement to residential real property, subject to certain limitations. The inspection will cover all areas as required under Wisconsin State Statute 440.975 and SPS 131 Subchapter IV of the Wisconsin Administrative Code.

**The inspection is not technically exhaustive.** This inspection does not cover any latent defects or defects not reasonably observable during the inspection, including but not limited to, recent repairs, paint or covering that may conceal current or prior defects, whether deliberately concealed or otherwise. The inspection will not and cannot alert Inspector or the Client to conditions of the structure that are concealed, not readily accessible, or would require cleaning, alteration, excavation, or destructive testing. The Client understands that the Inspector will not dig, probe, dismantle equipment, or remove permanent materials or items that would be damaged by such, nor will Inspector enter unsafe or inaccessible areas to perform the inspection. Other limitations encountered during the inspections may be noted in the report itself.

**2. Exclusions and Limitations:** The following areas are excluded from the inspection under this contract:

- Calculating the strength, adequacy or efficiency of an improvement to residential real property or a component of an improvement to residential real property;
- Entering any area or performing any procedure that may damage an improvement to residential real property or a component of an improvement to real property, or entering any area or performing any procedure that may be dangerous to the home inspector or other persons;
- Operating any component of an improvement to residential real property that is inoperable;
- Operating any component of an improvement to residential real property that does not respond to normal operating controls;
- Disturbing insulation or moving personal items, furniture, equipment, vegetation, soil, snow, ice, or debris that obstructs access to or visibility of an improvement to residential real property;
- Determining the effectiveness of a component of an improvement to residential real property;
- Predicting future conditions, including the failure of a component of an improvement to residential real property;
- Projecting or estimating the operating costs of a component of an improvement to residential real property;
- Evaluating acoustic characteristics of a component of an improvement to residential real property;
- Inspecting for the presence or absence of pests, including rodents, insects and wood damaging organisms;
- Inspecting cosmetic items, underground items, or items not permanently installed;
- Inspecting for the presence of any hazardous substances;
- Disassembling any component of an improvement to residential real property, except for removing access panel that is normally removed by an occupant of real property.

The inspection also excludes opinions on:

- The life expectancy of an improvement;
- Causes for needing major repairs;
- The methods, materials, or cost of making repairs or corrections;
- The suitability of improvements or components of improvements for a specialized use;
- The presence of mold, the type of mold, potential locations of mold or effects of mold.

The Client agrees that the purpose of this home inspection is an attempt to prevent Client from incurring unnecessary or unexpected costs to repair the building. The purpose of the home inspection is not to reduce the risk or likelihood of personal or bodily injury. Client therefore agrees not to sue inspector for bodily or personal injury.

**3. Warranty:** *No warranties or guarantees are expressed or implied as a result of this inspection.* The inspection report is valid only for the day and time of the inspection; building systems can develop problems at the most unexpected times or even on the day of the inspection. The Inspector is providing no guarantee or warranty. The Client recognizes that there is **NO REPRESENTATION OF WARRANTY OR GUARANTEE OF EXPECTED OR REMAINING FUTURE LIFE FOR ITEMS INSPECTED.** The inspection and report is not an insurance policy. Client agrees to arrange the purchase of such insurance policy from others if Client so desires.

**4. Confidential Agreement:** Client agrees not to provide inspection report to any third party without the permission of the Inspector. In the event that Client provides home inspection report to a third party without the permission of the Inspector and the third party relies on the inspection report, Client agrees to indemnify and hold harmless Inspector from any claims made by the third party against the Inspector and for all reasonable attorney's fees incurred in defending said claims.

**5. Dispute Resolution Forum:** Inspector and Client (and any other person claiming to have relied upon the inspection report) specifically agree that any controversy or claim arising out of or relating to the inspection or other services provided under this agreement, or breach thereof, including any negligence, tort or other claims, against the person who performed the inspection, shall be resolved exclusively by binding arbitration administered by Construction Dispute Resolution Services, LLC in accordance with its rules in effect on the date such controversy or claim arises, subject to the applicable Wisconsin Statutes and the Administrative Code. Client agrees to pay the reasonable attorney fees and costs incurred by Inspector (or the person performing the inspection on behalf of the Inspector) to enforce this arbitration provision. Information about the Construction Dispute Resolution Services, LLC, including costs, fees, rules and procedures are available by contacting:

**Construction Dispute Resolution Services, LLC (CDRS)**

PO Box 8029, Santa Fe, NM 87504

Phone: (505) 473-7733 Toll-free: (888) 930-0011 Fax: (505) 474-9061

petergmerrill@cdrsllc.com www.constructiondisputes-cdrs.com

The fee to initiate arbitration with CDRS shall be borne solely by the party initiating the arbitration, notwithstanding anything in the CDRS rules. Client and Inspector hereby authorize CDRS to provide a copy of all written arbitration awards to the Wisconsin Association of Home Inspectors, Inc. No dispute among the parties to this agreement shall be consolidated with any other dispute involving any other party or parties without the written consent of the Inspector.

If the Client feels that there was some deficiency or flaw in the inspection, Client shall immediately contact the Inspector to schedule a meeting at the property before performing any repairs. The purpose of this meeting is to discuss the problem and to allow the Inspector a chance to observe the problem firsthand, as it was discovered, without alteration or repair. Performing repairs before the Inspector has an opportunity to review the problem could affect your legal rights.

**6. Governing Law and Severability of Provisions:** Wisconsin law shall govern this agreement. If any term or condition of this agreement is held to be invalid or unenforceable, the remainder of the terms and conditions herein shall not be affected thereby and shall remain valid and enforceable. Titles to paragraphs are for reference only.

**7. Entire Agreement:** This agreement contains the entire understanding between the Inspector and the Client. There are no other representations, warranties, or commitments, expressed or implied, except as are specifically set forth herein. This agreement supersedes any and all representation or discussion, whether oral or written, if any, among the parties relating to the subject matter of this agreement. This Agreement may be modified, altered or amended only by a writing signed by the Inspector and the Client.