



Home Inspection Agreement

THIS IS A LEGALLY BINDING CONTRACT THAT LIMITS OUR LIABILITY AND CONTAINS AN ARBITRATION CLAUSE.
This Inspection Agreement contains the terms and conditions between you, _____ (referred to as "the Client"), and Bells Mill Inspection Services, LLC (referred to as "the Company") for an Inspection of the Property located at _____. The terms below govern this agreement.

1. SCOPE OF THE INSPECTION – On _____, the Company agrees to perform a visual inspection of the Property. An Inspection Report detailing the apparent condition of the systems and components as they exist at the time of the Inspection will be provided to the Client within 48 hours of completion of the Inspection. Inspector will be acting as a generalist and not acting as an expert in any specific craft or trade. The Company may make recommendations for further evaluation by an individual(s) who is an expert or specialist in one or more specific building components or systems. The Client understands that it is their responsibility to follow up with any recommendations made in the Inspection Report and that any concerns should be further evaluated prior to closing. Unless specifically requested prior to this agreement the Inspection covers the principal structure and attached structures only. The Inspection will be performed in accordance with the Standard of Practice of the American Society of Home Inspectors (ASHI) and the Virginia state home inspection regulations, and is limited by the exceptions, limitations and exclusions so stated in the Standard of Practice and this Agreement.

2. PROPERTY ENTRY – Client or Client's representative has obtained a right of entry to perform this inspection from the owner or owner's representative.

3. COMPENSATION – The fee for this Home Inspection will be \$ _____ and is accepted at the time of the Inspection. The Company accepts cash, check, credit card, Apple Pay, or Zelle. Debit and credit cards will incur an additional 3% fee.

4. OUTSIDE THE SCOPE OF THE INSPECTION – The Inspection only includes those systems and components expressly and specifically identified in the Inspection Report. In addition, any area that is not exposed to view; is concealed; is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or in any other fashion is excluded. THE INSPECTOR CANNOT EXAMINE WHAT CANNOT BE SEEN. The Inspector will not open gas or water valves, light pilot lights or gas appliances, activate electrical services that have been turned off, or cut locks open. The Client is solely responsible for ensuring that all utilities are turned on, that breakers are turned on, that all water and fuel valves are open, that all pilot lights are lit, that all rooms and crawl spaces are unlocked, and that components such as attics and panel boxes are accessible prior to the Inspection. Return visits because utilities/appliances were off, or areas were inaccessible will be subject to an additional fee. The Inspection does not include destructive testing or dismantling. Mold Testing and/or Analysis is specifically excluded in this agreement. The client is encouraged to get a separate mold inspection if there are any concerns about this matter. The following items are NOT required to be included in the Inspection or Inspection Report:

- Latent, intermittent or concealed defects, code/zoning compliance, permit research, or system/component recalls.
- Termites, other wood destroying insects/organisms, pests/rodents, or damage from or relating to the preceding.
- Private water, sewage systems, water softeners or purifiers, radiant heat systems or solar heating systems.
- Pools, spas, hot tubs, saunas, steam baths, fountains or other types of related systems and components.
- Repair cost estimates or building value appraisal.
- Thermostatic or time clock controls, radio-controlled devices, automatic gates, elevators, lifts or dumbwaiters.
- Free-standing gas appliances such as fire pits, barbecues, heaters and lamps; any gas leaks; or furnace heat exchangers.
- Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing.
- Seismic safety, security or fire safety systems; security bars and/or safety equipment.
- Any adverse condition that may affect the desirability of the property including but not limited to proximity to railroad tracks or airplane routes, boundaries, easements or rights of way, adjoining properties or neighborhood.
- Unique/technically complex systems or components; life expectancy, adequacy, or efficiency of any system or component.
- Negotiating issues with the builder/owner/contractor.
- Environmental concerns and hazards including but not limited to: asbestos; radon; lead; urea formaldehyde; mold; mildew; fungus; odors; noise; toxic or flammable chemicals; water or air quality; polychlorinated biphenyl (PCBs) or other toxins; electro-magnetic fields; underground storage tanks; proximity to toxic waste sites; and carbon monoxide. Client agrees to hold the Company and Inspector harmless for any injury, health risk or damage caused or contributed to by these conditions.

5. USE BY OTHERS – This Inspection Report is for exclusive use by the Client, and is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

6. RECEIPT OF REPORT – The Company's willingness to perform the Inspection is contingent on the Client's acceptance of this Agreement. If the Client has not signed this Agreement by the time the Inspection Report is provided and the Client objects to any of the terms of this Agreement, Client shall return the Inspection Report to the Company within seven (7) days, and any fee that has been paid will be refunded to the Client. Failure to return the Inspection Report and payment of the fee shall constitute the full acceptance of all of the terms of this Agreement by Client. Client warrants they will read the entire Inspection Report when received and promptly call with any questions or concerns regarding the Inspection or Inspection Report. The Inspection Report shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the Inspector prior to issuance of the Inspection Report.

7. DISCLAIMER OF WARRANTY – Client understands that the Inspection and Inspection Report do not constitute a/an: guarantee, warranty of merchantability or fitness for a particular purpose, expressed or implied warranty, or insurance policy. Additionally, neither the Inspection nor Inspection Report are substitutes for any real estate transfer disclosures that may be required by law.

8. GOVERNING LAW AND SEVERABILITY – This Agreement shall be governed by Virginia State law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties.

9. NOTICE AND STATUTE OF LIMITATIONS – Client agrees that any claim, for negligence, breach of contract or otherwise, be made in writing and reported to the Company within ten (10) business days of discovery. Client further agrees to allow Inspector the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions, before Client or Client's agent(s), employee(s) or independent contractor(s) repairs, replaces, alters or modifies the claimed discrepancy. Client understands and agrees that any failure to notify Inspector as stated above shall constitute a waiver of all claims Client may have against Inspector. Any legal action must be brought within one (1) year from the date of the Inspection. Failure to bring said action within one (1) year of the date of the Inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen therefrom.

10. ENTIRE AGREEMENT, MODIFICATION AND THIRD PARTIES – This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

11. NON-WAIVER PROVISION – No breach of any provision of this Agreement will be waived except with the written consent of the party not in breach.

12. ARBITRATION CLAUSE – Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misinterpretation 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 first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If Client would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than those so stated, please submit Client's recommendation to Company for consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.

13. LIMITED LIABILITY CLAUSE – The Inspection is not technically exhaustive. The cost of obtaining information or the time required to conduct a technically exhaustive inspection and prepare a report would likely outweigh the usefulness of the information and may delay timely completion of the Client's transaction. Due to the nature of the services the Company is providing, it is difficult to foresee or determine (at the time this Agreement is formed) potential damages in the event of negligence or breach of this Agreement by the Company. Thus, if the Company fails to perform the Services as provided herein or is careless or negligent in the performance of the Services and/or preparing the Report, the Company's liability for any and all claims related thereto is limited to the fee paid for the Services, and the Client releases the Company from any and all additional liability, whether based on contract, tort or any other legal theory. There will be no recovery for consequential damages. Client understands that the performance of the Services without this limitation of liability would be more technically exhaustive, likely require specialties, and would cost substantially more than the fee paid for this limited visual inspection.

By signing below the client acknowledges that they understand and agree to all the terms and conditions (including the limited liability clause) of this Agreement. The Client understands that they are free to consult with a different company if these terms are not suitable.

Dated _____ Signature of Client _____ (One signature binds all)

Dated _____ For the Company _____ VA License # 3380001355 NRS