**HOME INSPECTION AGREEMENT**

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| **INSPECTOR** | MERIDIAN INSPECTIONS  Don Robbins – Washington State licensed home inspector (license #1693) |
| **CLIENT** |  |
| **PROPERTY** |  |
| **DATE** |  |

**1)** **Purpose; Inspection Requirements.** The purpose of this Home Inspection Agreement (the “Agreement”) and the Inspection is to identify and disclose visually observable major deficiencies of the inspected systems and items at the time of the Inspection only. In consideration of the terms and conditions set forth below, the Inspector agrees to perform an Inspection of the Property, and to prepare and provide to the Client an Inspection Report. This is not a building code inspection. Only a representative number of multiple-occurring items such as outlets, windows, and doors will be inspected or tested. Client acknowledges and agrees that conditions existing at the time of the Inspection may change prior to Client’s purchase of the Property.

**2)** **Production of Report.** The written report of the Inspection (the “Inspection Report”) produced by the Inspector for Client is the sole and exclusive property of the Client, subject to the terms and conditions of this Agreement. Transfer of the Inspection Report to any other person or company does not create any agreement, privity, duty, obligation or liability to such transferee. Only the Client may rely on the Inspection Report.

**By initialing here: \_ Client gives the inspector permission to forward the Inspection Report to the Client's agent.**

**By initialing here: Client acknowledges and agrees that Client was encouraged to read and did read this Agreement prior to the time of Inspection.**

**3)** **Fee**. The fee for the Inspection and Inspection Report is $\_\_\_\_\_\_ (the “Fee”). The Fee is payable at the time of the Inspection. If Inspector receives the Fee more than fourteen (14) days after the date of Inspection, there will be a late payment penalty of the Fee in the amount of $\_\_\_\_\_, and will accrue interest at the rate of 18% per annum from the date of delinquency until paid. Until Inspector is paid in full, Inspector shall not transfer the Inspection Report to Client.

**4)** **No Guaranty.** The Inspection is not an exhaustive investigation or evaluation of every aspect of the Property. The Client acknowledges and agrees that the Inspection and the Inspection Report will not reveal every existing deficiency and future condition affecting the Property. The Inspector is not responsible for the non-discovery of any Latent Defects in, on or around the Property, or any problems that may occur or become evident after the date of the Inspection. “Latent Defects” in, on or around the Property include, but are not limited to: cracking, leaking, surface dislocations, subsurface water, subsurface piping of gas, water or electricity, above-surface electricity, heat, or water, or landslides resulting from water leaks, land subsistence, or other geological problems. The Inspector is not responsible or liable for Latent Defects or future defects, failures and repairs. The Client acknowledges and agrees that the Inspector is not an insurer of any inspected or non-inspected conditions at the Property.

**This Inspection is not GUARANTEED IN ANY WAY and the Inspector makes no GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE CONDITIONS OF THE PROPERTY OR THE ITEMS, AREAS AND SYSTEMS INSPECTED AND THIS INSPECTION SHOULD NOT BE RELIED ON AS SUCH.**

**5) Inspection Components.** The Inspection is strictly limited to the exterior, structure, roof, plumbing system, heating system, air conditioning system, interiors, site, insulation and ventilation, fireplaces and stoves, and attached garages or carports of the Property in accordance with the requirements of Inspector under WAC 308-408C-070 through WAC 308-408C-180, as amended.

**6)** **Presence; Exclusions.** The Inspection shall be conducted at the Property. Any particular concern of the Client must be brought to the attention of the Inspector before the Inspection begins. Any Inspection by Inspector will not substitute for the Client's personal presence at any time prior to the purchase of the Property, or relieve Client from conducting its own due diligence on the Property. The Inspector reserves the right to exclude items from the Inspection and the Inspection Report, and the Inspector may amend, modify or update the Inspection Report further explain and/or clarify information and findings in the repot for up to seventy-two (72) hours after the Inspection.

**7)** **No Code/Regulation Compliance**. **THE INSPECTION AND INSPECTION REPORT DOES NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS CODE AND REGULATION COMPLIANCE, THE POSSIBLE PRESENCE OF OR DANGER FROM ASBESTOS, RADON GAS, MOLD, LEAD PAINT, UREA, FORMALDAHYDE, SOIL CONTAMINATION OR QUALITY OR AIR CONTAMINATION OR QUALITY, AND OTHER INDOOR AND OUTDOOR SUBSTANCES. THE CLIENT IS URGED TO CONTACT A COMPETENT SPECIALIST IF INFORMATION, IDENTIFICATION, OR TESTING OF THE ABOVE IS DESIRED.**

**8) Indemnification.** Client agrees to indemnify, defend and hold Inspector harmless together with its owners, officers, employees, directors, managers, members, agents, representatives, insurers, affiliates, heirs, successors and assigns (collectively, the “Affiliates”) from and against any and all claims, actions, controversies, losses, damages, costs, expenses (including reasonable attorneys’ fees, litigation or arbitration expenses, court costs and such amounts incurred on appeal) arising out of, resulting from, or in connection with any of the following: (a) a breach of this Agreement by Client; (b) any damage caused to the personal property of, or any personal injury to, Inspector or any of its agents, representatives, employees, affiliates, contractors or other parties performing the Inspection on the Property; and (c) any debts, obligations, fines, duties, claims or liabilities Inspector may be required to pay to any third party or governmental entity based on the performance of the Inspection, compilation of the Inspection Report, or any other action under this Agreement for Client, or the representations, warranties or negligence of Client related to or arising out of the Inspection, Inspection Agreement and the Inspection Report.

**9) Limits of Liability**. **To the maximum extent permitted by law, Client acknowledges and agrees that Inspector and its Affiliates shall not be liable for any consequential, incidental, indirect, punitive or special damages arising from or related to this Agreement, the Inspection or the inspection report, OR IDENTIFICATION OF ISSUES, DEFECTS OR CONCERNS WITH THE PROPERTY. The Client further acknowledges and agrees that the aggregate maximum limit of any and all liability for Inspector arising out of or relating to the Inspection, THE INSPECTION REPORT, or this Agreement is the Fee ACTUALLY PAID BY CLIENT TO THE INSPECTOR. The Inspector assumes no liability for the cost of repairing or replacing any reported or unreported defect or deficiency in, on or around the Property, either current or arising in the future, or for any property damage, consequential damage, or bodily injury of any nature.**

**10) General Provisions.**

**A. Entire Agreement.** This Agreement and all exhibits and attachments hereto contain all of the covenants and agreements between Client and Inspector relating to the Inspection, Inspection Report, and this Agreement. No prior or contemporaneous agreements or understanding pertaining to the Agreement shall be valid or of any force or effect and the covenants and agreements of this Agreement shall not be altered, modified or added to except in writing signed by Inspector and Client.

**B.** **Severability**. In the event that any provision of this Agreement or compliance by any of the parties with any provision of this Agreement shall constitute a violation of any law, or be deemed unenforceable or void, then such provision, to the extent only that it is in violation of law, or is deemed void or unenforceable, shall be deemed modified to the extent necessary so that it is no longer unenforceable, void or in violation of law and shall be enforced to the fullest extent permitted by law. If such modification is not possible, said provision, to the extent that it is in violation of law, void or unenforceable, shall be deemed severable from the remaining provisions of this Agreement, which provisions shall remain binding on the parties and in full force and effect.

**C. Governing Law; Venue.** This Agreement, including all matters of construction, validity and performance, shall be governed by and construed and enforced in accordance with the laws of the state of Washington, as applied to contracts made, executed and to be fully performed in such state by citizens of such state, without regard to its choice of law or conflict of laws rules. The parties hereto agree that the exclusive jurisdiction and venue for any action brought between the parties under this Agreement shall be the state and federal courts sitting in King County, Washington, and each of the parties hereby agrees and submits itself to the exclusive jurisdiction and venue of such courts for such purpose. All parties agree that service of process upon either party in any such action or proceeding may be made by United States mail, certified or registered, return receipt requested, postage prepaid.

**D. Further Acts**. The parties hereby agree to perform all further acts and execute all further documents necessary or desirable to effect the terms of the Agreement.

**CLIENT HAS READ AND UNDERSTOOD AND AGREES TO THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS FOUND IN THIS AGREEMENT INCLUDING WITHOUT LIMITATION, THE LIMITATION OF LIABILITY AND INDEMNIFICATION SET FORTH ABOVE. CLIENT UNDERSTANDS THAT CLIENT HAS THE RIGHT TO HAVE AN ATTORNEY REVIEW THIS AGREEMENT BEFORE CLIENT SIGNS IT, AND BY SIGNING THIS AGREEMENT HAS EITHER CONSULTED WITH AN ATTORNEY OR HAS WAIVED ITS RIGHT TO DO SO. CLIENT FURTHER UNDERSTANDS THAT IF CLIENT DOES NOT AGREE TO THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THIS AGREEMENT, CLIENT MAY CANCEL THIS INSPECTION AND HIRE ANOTHER INSPECTOR. NO REPORT WILL BE ISSUED WITHOUT A FULLY EXECUTED AGREEMENT AND PAYMENT IN FULL TO INSPECTOR.**

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| **CLIENT**  By: | **INSPECTOR**  **MERIDIAN INSPECTIONS, LLC,**  a Washington limited liability company  By: Donald J. Robbins, Manager |