



Traverse Home Inspections

LLC

Donald Thompson
4165 Sucia Dr.
Ferndale, WA 98248
(360) 303-3308
Washington State Home Inspector License # 2253

Home Inspection Agreement

THIS CONTRACT made this _____ day of _____ by and between,

(Hereinafter known as "Client")

And

Traverse Home Inspections
(Hereinafter known as "INSPECTOR")

Property address: _____

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Fee for the inspection is _____

The Parties Understand and Agree, as follows:

1. The INSPECTOR agrees to perform a limited visual inspection of the home's systems and components, as they exist at the time of the inspection. The inspection will be performed in accordance with the Washington State Standards of Practice <http://apps.leg.wa.gov/WAC/default.aspx?cite=308-408C>. The Client understands that the home inspector is a generalist and the purpose of this inspection is to identify and disclose visually observable major deficiencies of the inspected systems and components at the time of the inspection only. Detached buildings are not included except as detailed in the inspection report. Evaluation of minor, easily correctable or cosmetic deficiencies is not the intent of the inspection or the report. Any comments offered by the INSPECTOR that could be construed as over or beyond the standards of practice or the language of this contract, are offered as a courtesy and they do not comprise the bargained for report.
2. The CLIENT understands that the home inspection is only one of the steps in the client's "due diligence" process and the inspector is likely to recommend further evaluation, work or repairs by qualified parties. It is understood by the CLIENT that it is the inspector's role to look for signs of problems or damage. The full extent of that damage may not be revealed or may be hidden or not readily apparent. That is why an inspector calls for further evaluation by specialists and timely repairs. It is by law, per WAC 308408C-030, not the inspector's role to determine the full extent of any and all damage, or to itemize problems or to estimate repair costs. CLIENT agrees that if further evaluation or repairs are delayed by client, or occur only after the transaction has closed, the financial consequences of that decision to delay rest solely with the client should unanticipated or further damage be found. CLIENT understands that conditions in a home can, and will, change from day to day and a home inspection is not a warranty or guarantee. CLIENT agrees that the inspection report does not constitute a warranty or guarantee against any defects or deficiencies that may be present or may arise in the future. It is understood that the inspection report is supplementary to the seller's disclosure, Form 17 and is a single step in the due diligence process.
3. This Home Inspection is performed for the use of the CLIENT, who gives the INSPECTOR permission to discuss and share observations and report information with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for third parties or repairpersons.
4. The INSPECTOR performs home inspections and does not perform geological engineering, structural engineering, soil analysis, architecture, plumbing, electrical contracting, HVAC or any other job function requiring a separate license other than those licenses that apply for performing home inspection.
5. The CLIENT acknowledges that a home Inspection is NOT an environmental survey and the intent is not to report on the presence of environmental concerns or hazards or investigation of air, water, soil quality or building materials. If the client desires an environmental survey that would include searching for, reporting on or analysis of such concerns or



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hazards, a qualified specialist or testing firm should be hired. Environmental concerns that are in this category, and are therefore excluded, include, but are not limited to, asbestos, radon, lead, lead paint, urea formaldehyde, mold, mildew, fungus, odors; noise, toxic or flammable chemicals, PCB's or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide, vermin, pet urine.

6. The Inspection only includes accessible systems and components expressly and specifically identified in the inspection report. The inspection limitations, exceptions and exclusions in the Standards of Practice are incorporated herein. Any area that is not exposed to view or is concealed or inaccessible because of storage, soil, walls, wallpaper, floors, carpets, ceilings, insulation, furnishings and sinks, toilets and other plumbing fixtures or in any other fashion is excluded. The Inspection does not include destructive testing or dismantling or moving belongings. The following basic systems and components, with some limitations and exclusions, are part of a standard home inspection: site, structure, exterior, roof, plumbing, electrical, heating and cooling systems, ventilation and insulation, interior, fireplaces and attached garages. The following systems and components and areas are among those NOT included in the inspection or inspection report.

- Slow developing, Latent, intermittent or concealed defects in system or component installation or product recalls. Seismic safety, security or function of fire safety systems. Safety glass in windows.
- Detailed structural analysis, architecture, engineering zoning or building code compliance or environmental survey or permit or unique/technically complex systems or components, system or system and component life expectancy, extent of damage, cost of repairs or adequacy or efficiency of any system or component. Adverse conditions that may affect the desirability of the property including but not limited to proximity to railroad tracks, roadways, airplane routes, boundaries, easements or rights of way, adjoining properties or neighborhoods.
- Private water, sewage systems, water softeners or purifiers, internal workings of radiant heat systems or solar heating systems. Inside sewer lines, fuel or gas lines, inside walls or floors, toilet flanges and sink or plumbing pipes and drains that go into a wall or are otherwise concealed
- Hot tubs, Pools, spas saunas, steam baths, their foundations or other types of or related systems and components. Free standing appliances or gas appliances, such as fire pits, barbecues, heaters and lamps.

7. The CLIENT understands that this is not an exhaustive inspection, but the standard limited visual inspection of the readily accessible areas of the structure. CLIENT agrees that any claim, for negligence, breach of contract or otherwise, must be made in writing and reported to INSPECTOR 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, 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 claims CLIENT may seek 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 there from. Time is expressly of the essence herein. CLIENT understands that the maximum liability incurred by the INSPECTOR for errors and omissions in the inspection shall be limited to the fee paid for the inspection. Any court action, the result of a dispute over this business transaction must be filed in Whatcom County, Washington. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.



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8. Washington State law shall govern this agreement. 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. 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 is 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.

9. Dispute resolution/Arbitration Clause: Any dispute, interpretation, controversy or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misrepresentation or any other theory of liability 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 Dispute Resolution Services, LLC or Resolute Systems, Inc. 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 jurisdictions.

Payment is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments.

The undersigned has read, understood and accepted the terms and conditions of this agreement, and agrees to pay the charges specified above, and CLIENT ACKNOWLEDGES COPY OF THIS CONTRACT AS A RECEIPT.

_____	_____	_____	_____
	Date	Date	Date
Traverse Home Inspections, LLC	CLIENT(s) or Representative	(signature(s) binds all)	
Donald Thompson, Owner			