

Second Opinion Home Inspections

Inspection Agreement

(Please read carefully)

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THIS AGREEMENT is made and entered into by and between Second Opinion Home Inspections, referred to as "Inspector", and _____, referred to as "Clients".

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of \$_____ for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at St Address: _____ City: _____

State: _____ Zip: _____

2. **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 real residential real estate described above, on the date and the time of observation. The visual inspection and written report will conform to the current standards of practice set forth in Chapter 440 of the Wisconsin Statutes and the administrative rules applying to that chapter. Home inspection is an activity that is regulated in Wisconsin, subject to certain limitations. The inspection will cover all areas as required under Wisconsin Chapter 440 and its administrative rules.

3. **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, 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 removes 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.

4. **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, debris that obstructs access to or visibility of an improvement to residential real property;
- Determining the effectiveness of a component of a improvement to residential real property;
- Predicting future conditions, including the failure 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 panels that are normally removed by an occupant of real property.
- The inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

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 specialized use

- The presence of mold, the type of mold, potential locations of mold or effects of mold.

The Client agrees 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.

5. **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 guaranty 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 other if Client so desires.

6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.

7. **Confidential Agreement;** The inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. Client agrees to allow the Inspector to distribute reports to buyers and sellers real estate agents unless otherwise instructed in writing and included with this signed agreement. In the event that any person, not a party to this agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by inspector under this agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees from such a claim.

8. **Dispute Resolution Forum:** Inspector and client specifically agree that any controversy or claim arising out of or relating to the inspection under this contract, or breach thereof, shall be resolved exclusively by arbitration in accordance with the Wisconsin Association of Home Inspectors (WAHI) Dispute Resolution Program, an in effect on the date such controversy or claim arises, which is currently administered by Resolute Systems, Inc., subject to the applicable Wisconsin Statutes and the Administrative Rules. Client retains the right to report home inspection problems to the Wisconsin Department of Regulation and licensing. Information about the WAHI dispute Resolute Program, including costs, fees, rules and regulations are available through:

Resolute Systems, Inc

1550 North Prospect Avenue, Milwaukee, WI 53202

Phone (414) 276-4774, ext 124 toll-free (800) 776 6060, ext 124 Fax (414) 270-0932

Email address: infor@ResoluteSystems.com

In the event of a claim by the client, the client agrees to notify the inspector and meet at the property at least 72 hours prior to repairing or replacing any system or component. The purpose of this meeting is to discuss the problem and allow the Inspector a chance to observe the problem first hand, as it was discovered, without alteration or repair. The client further agrees that the inspector is liable only if there has been a complete failure to follow the standards of practice set forth in Chapter 440 of the Wisconsin State statutes. Furthermore, any legal action must be brought within two (2) years from the date of the inspection or will be deemed waived and forever barred
If you have a problem with the inspection, call the inspector right away.

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

10. **Entire Agreement,** including the terms and conditions on pages 2 & 3, contains the entire understanding between the Inspector and 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 by a writing signed by the Inspector and the Client.

Signature: _____ Date: _____

Signature: _____ Date: _____

Buyers Street Address: _____ Buyer Present: Yes No

City/State/Zip: _____

Agent present: Yes No Agent's Name: _____

Inspector's Signature  Date: _____

Inspectors Address: P O Box 201 Sister Bay, WI 54234 License #: 370-106