

HOME INSPECTION AGREEMENT

RAMM HOME INSPECTIONS

P.O. Box 764
New Glarus, WI 53574
(608) 438-3986
WI. License # 2516-106
InterNACHI # 12101905

Property Address:

Client(s):

Inspection Date/ Time:

INSPECTION FEE: \$

Payable by cash or check only.

Please read carefully and sign along with the Inspector this Inspection Agreement as this document is intended to become a legal binding contract. The inspector will retain the signed agreement. If client is unable to sign this Agreement or was not present for the inspection and therefore was unable to sign this Agreement, that you the client understand that this Inspection Agreement will form part of the inspection report. Payment for inspection report will then constitute acceptance of this Inspection Agreement, therefore by paying for the inspection report you the client acknowledge and agree to be bound by this Inspection Agreement. The email report will only contain a copy of this agreement and thus **will not** contain the signed copy. This document explains the Scope of the Inspection, Limits of the Inspection, General Exclusions, Terms and Conditions, Limitations of Liability, and an Arbitration Agreement. You may call us for an explanation of this agreement or any aspect of the report which you do not fully understand.

SCOPE OF INSPECTION

The purpose of the inspection is to report the general condition of the home and seeks to identify and disclose major defects and deficiencies of the inspected systems and components which existed at the time of the inspection and which are evident to the inspector upon ordinary visual observation. Minor and cosmetic defects may be listed in the report for maintenance purposes but it is not the intent, nor will the inspection report identify and list all minor and cosmetic defects.

The general home inspection is intended to evaluate systems and components of the primary residence only. The inspection will not include evaluation of other structures unless explicitly specified here for an additional fee: . Systems and components to be inspected include: exposed and visible grounds, foundations, exteriors, roofing, plumbing, electrical, attic, interiors, bathrooms and kitchen, basement and crawlspaces, heating and central air conditioning, and garage or carport, unless explicitly specified here:

The client is encouraged to accompany the Inspector during the inspection. Client participation shall be at the client's risk for personal injury or damage to person or property for any reason or from any cause. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the client(s). *The inspection report is not transferable. Use of the report by a third party will invalidate the report and release the inspector from any and all liability.*

LIMITS OF THE INSPECTION

The inspection is a non-invasive visual examination therefore limited to the readily accessible and visible systems, equipment and components of the home. The inspector **will not** dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions nor will the inspection include destructive testing of any kind; as set by The Standards of Practice of the State of Wisconsin. [Link to Wisconsin Standards of Practice](#)

GENERAL EXCLUSIONS

The following conditions **are NOT** within the scope of the inspection:

- 1) Code Compliance
- 2) Water or air quality
- 3) Presence of toxic or carcinogenic matter emitted from the ground, building materials, in water or air supply or from the operation of any equipment.
- 4) Items that are obstructed, inaccessible or not in plain view.
- 5) Mold or mold type.
- 6) Animal or insect infestations.

Some examples of the conditions excluded above include the presence or absence of environmental hazards, asbestos, lead paint, lead pipes, lead solder, radon, urea formaldehyde insulation, toxic wastes, polluted water, mold, or termite/pest infestation. It is the responsibility of the client to conduct further inspection by qualified consultants to disclose the presence of these contaminants and the means of remediation.

You the client acknowledge and agree that this Inspection and the inspection report and findings are limited in nature and scope, and that the following are outside the scope of the inspection, therefore they cannot be accurately assessed by the inspector during a limited inspection such as but not limited to: appliances, Ancillary electrical systems (including but not limited to: TV theater or cable systems and antennas, intercom systems, lightning protection systems, playground equipment, swimming pools, hot tubs/spas, free standing heating stoves, humidifiers, air purifiers, solar systems, water softeners and filters, wells, septic systems, latent defects, adequacy of system designs, zoning or building code compliance, heating cables, fire escapes, elevator components and shafts, air-quality analysis, concealed wiring plumbing insulation duct work etc., door opening and doorbell systems, fire alarm systems, security systems, telephone systems). Basic operational testing of kitchen appliances is performed (oven/range/trash compactor/microwave/garbage disposal). No determination beyond basic operation the day of inspection is made regarding the performance or service life of appliances or homes systems.

THE INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY that the items inspected are defect-free, or that concealed defects do not or will not exist, the inspector cannot see behind walls. Problems may exist even though signs of such may not be present during the inspection. No representation is made as to how long any equipment will continue to function as well as costs for repair or replacement. *It is Strongly Recommended Too Check Local Building Codes and Obtaining Repair Estimates From 2 or 3 Confident Licensed Specialists for any repairs, comments, improvements or recommendations made in this report prior to closing. It is also recommended to have the professional inspect the component further to ensure anything that was not identified in the report is documented in the estimate prior to closing. Please feel free to hire other professionals to inspect the property prior to closing including Roofers, Electricians, Plumbers, HVAC professionals etc.*

TERMS AND CONDITIONS

- A. Full payment of the fee to inspector is due upon completion of the on-site inspection before the inspection report will be released. The client recognizes that this report is solely for the benefit of the client and that any person or party designated by the client to receive information in this report shall be subject to the TERMS AND CONDITIONS contained herein. Such designation shall be provided in writing to the Company.
- B. The client agrees that any claim arising in connection with this agreement shall be made to the Company within 10 days after discovering any problem. Client shall have no cause of action against inspector after two years from the date of the inspection.
- C. The client agrees to allow the inspection company to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the inspection company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims client may have against the Inspector and or Company.

D. The client agrees that, to the extent allowed by law, any damages or breach of this contract or report are limited to the amount of the inspection fee only. Furthermore, the client agrees to pay all attorney fees should the client pursue a civil action against the Inspector and or Company, and fails to prevail.

E. The client agrees that 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 changes or modifications are in writing and signed by the parties and supported by valid consideration.

LIMITATION OF LIABILITY AND ARBITRATION AGREEMENT

It is clearly understood and agreed that the general home inspection cannot reveal every issue that did or does exist or ever could exist. It is also understood and agreed that the Company (Ramm Home Inspections) or the Inspector is not an insurer and that the inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The client hereby releases and exempts the Company and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any defect or deficiency and for any consequential damage, property damage, or personal injury of any nature.

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation 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 of the state, and the American Arbitration Association. The decision of the Arbitrator appointed thereunder shall be final and binding judgment on the Award that may be entered in the Court having jurisdiction in the County in which the inspector has its principal place of business.

ACKNOWLEDGEMENT

I, the undersigned, have carefully read all and acknowledge the preceding Inspection Agreement and Description, and I fully understand and agree with the Scope of Inspection, Limits of the Inspection, General Exclusion, Terms and Conditions and Limitation of Liability and Arbitration Agreement as described. The email report will only contain a copy of this agreement and thus **will not** contain the signed copy. It Is Understood That Home Buyers Should Do A Careful Walk Through Of The Empty House Just Before Closing.

Would you like a copy of inspection sent to your Realtor? Yes No

Client / Agent Signature:

(Print) (Signature) Date: _____

Inspector Signature:

(Print) (Signature) Date: _____

INSPECTOR acknowledges receiving payment of \$ _____ by cash or check # _____