

# NICKELSEN HOME INSPECTIONS LLC.

P.O. Box 872862

Vancouver, WA 98687

## INSPECTION SERVICE AGREEMENT

This agreement, dated \_\_\_\_\_, 200\_\_\_\_\_, is between Nickelsen Home Inspections LLC. ("Inspector") and \_\_\_\_\_ ("Customer").

### BASIC PROVISIONS

#### I. SCOPE OF INSPECTION SERVICE

(a) "Inspection" shall mean a cursory and non-invasive visual examination of the exposed and readily accessible areas of the property. It functions to screen for major problems or significant safety risks, and to this extent includes, but is not limited to, an evaluation of the following components: frame, foundation, electrical, heating, plumbing, kitchen, interior, and exterior.

(b) The inspection will be performed in accordance with the Standards of Practice of the organization named in the written report. Copies of these standards will be provided on request.

(c) Inspector agrees to conduct one or more of the items marked below.

- Home Inspection – single family       Home Inspection – multi-family  
 Pest and Dry Rot Inspection       Other \_\_\_\_\_

(d) The time and date of the inspection shall be determined at a later date. The site of the inspection is located at:

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Customer's Agent \_\_\_\_\_

Age/Condition of Home \_\_\_\_\_ Year Built

#### II. PAYMENT

(a) In consideration for all services rendered by Inspector, Customer shall pay \$\_\_\_\_\_ at the time of inspection unless other arrangements are made in advance with Inspector.

(b) Deferred billing will be charged an additional \$25 fee.

(c) If Customer is late in payment, Customer shall pay a late fee of \$25 per month

(d) The Customer is responsible for all reinspection fees.

Acknowledged and agreed, as of the effective date of this Agreement specified above.

\_\_\_\_\_  
CUSTOMER (signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
NICKELSEN HOME INSPECTIONS LLC.  
P.O. Box 872862  
Vancouver, WA 98687  
(360) 600-4354  
WSDA# \_\_\_\_\_

### GENERAL TERMS AND CONDITIONS

#### 1. RIGHT OF ENTRY

Customer warrants that he/she or his/her agent has made all necessary arrangements with the selling party for Inspector to enter and inspect the property pursuant to this Agreement.

#### 2. PARTICIPATION

Customer shall make reasonable efforts to participate and to accompany Inspector during the inspection, and accepts responsibility for incomplete information.

#### 3. INSPECTION REPORT

The home inspection shall be deemed completed when the initial written report is delivered to Customer. Customer acknowledges that the written report submitted by Inspector shall inform the Customer of major visible defects as they exist on the date of the inspection. Minor defects are reported as a courtesy only. Customer acknowledges that the inspection is limited to the real property and does not include personal property unless otherwise indicated in the written report.

#### 4. RANDOMLY SAMPLED ITEMS

Customer acknowledges that such items (e.g. window/door operation, hardware, and locking devices; insulation depth; electrical receptacles, switches, and lights; mortar, masonry, paint, and caulking integrity; cabinet mounts and functions, etc.) are randomly sampled or checked during the standard visual inspection. No representation is made as to how long any equipment will continue to function. Inspector has the discretion to mention any maintenance conditions in the written report.

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5. INSPECTION EXCLUSIONS

(a) Unless otherwise indicated, the following items are excluded from the standard home inspection: accuracy of thermostats or timers, solar, security, intercom, antennae, phone, and sprinkler systems, appliances, swimming pools and spas, water and air quality, toxic or allergenic substances, roofs above a surface upon which a 12' ladder cannot be safely placed, smoke alarm tests, zoning or code violations, geological or structural stability, site or engineering analysis, environmental hazards, traffic density, noise, odors, building value appraisal, warranty or property disclosure statements. Customer acknowledges that Inspector is not required to report on any components specified in Exhibit I - General Exclusions.

(b) Inspector will use reasonable efforts to identify suspected asbestos-containing materials. However, a complete building survey for such materials is beyond the scope of the standard inspection and is not performed.

(c) Customer acknowledges that the inspection does not involve dismantling or moving any object or portion of the premises. Latent and concealed defects and deficiencies are excluded from the inspection including, but not limited, to wire connections in unexposed locations; unexposed small chimney or liner cracks/breaks; leakage or seepage occurring intermittently or under unusual weather conditions; presence of pests/chemicals without obvious evidence; and inner workings of mechanical devices (heat exchangers, compressors, etc.); underground pipes; etc.

6. INDEMNITY

CUSTOMER AGREES TO HOLD INSPECTOR HARMLESS FROM ANY AND ALL CLAIMS, CHARGES, DEBTS, DEMANDS AND LAWSUITS (INCLUDING ATTORNEY FEES) RELATED TO THE INSPECTION OF THE HEREIN DESCRIBED PROPERTY.

7. LIMITED LIABILITY

IN NO EVENT SHALL INSPECTOR BE LIABLE FOR ANY LOSS OR DAMAGE TO PROPERTY OR OTHER SPECIAL, INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT, OR RESULTING FROM THE INSPECTION HEREUNDER. THIS LIMITATION OF LIABILITY APPLIES EVEN IN THE EVENT OF A BREACH OF THIS AGREEMENT BY INSPECTOR, NEGLIGENCE OF INSPECTOR OR ANY OTHER THEORY OF LIABILITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE MAXIMUM AGGREGATE AMOUNT OF MONEY DAMAGES FOR WHICH INSPECTOR MAY BE LIABLE TO CUSTOMER UNDER THIS AGREEMENT, RESULTING FROM ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO INSPECTOR UNDER THIS AGREEMENT.

CUSTOMER ACKNOWLEDGES THE INSPECTION AND WRITTEN REPORT THEREON IS NOT A WARRANTY, GUARANTEE, INSURANCE POLICY, OR SUBSTITUTE FOR REAL ESTATE TRANSFER DISCLOSURES WHICH MAY BE REQUIRED BY LAW -- SUCH ITEMS MUST BE ACQUIRED BY CUSTOMER INDEPENDENTLY. THE WRITTEN REPORT IS NOT TO BE USED IN ANY OTHER PURCHASE OR SELLING TRANSACTION BY OTHER PARTIES.

INSPECTOR SHALL HAVE NO LIABILITY FOR CONDITIONS WHICH ARE CONCEALED FROM VIEW OR INACCESSIBLE TO THE INSPECTOR.

8. DISCLOSURE

Inspector may disclose information pertaining to the written report to Customer's agents and any other persons Customer authorizes.

9. TERMINATION

This Agreement may be terminated by mutual agreement of the parties at any time before the Inspection date.

10. MISCELLANEOUS

(a) Any action arising out of this Agreement, including collections, the prevailing party shall be entitled to reasonable attorney's fees and costs.

(b) This Agreement contains the full and complete understanding among the parties hereto, supersedes all prior agreements and understandings whether written or oral pertaining hereto, and cannot be modified except by a written instrument signed by each party hereto.

(c) The descriptive headings of the several sections and paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(d) This Agreement is to be governed by and construed in accordance with the laws of the State of Washington applicable to contracts entered into and to be fully performed therein.

(e) Customer shall not assign any of its rights or obligations hereunder without the prior written consent of Inspector, and any purported assignment without such prior written consent shall be null and void and of no force and effect.

(f) Any provisions hereof found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.