



Surelock Homes

WSDL 1139 / WSDA 74977

Inspection Co.

HOME INSPECTION AGREEMENT

This Contact is made and entered on / / between (the client), and Surelock Homes Inspection Co. (company) with respect to the real property identified as (Subject Property)

This Inspection Agreement contains the terms and conditions of your (the Client) contract with **Surelock Homes Inspection Company**. (The Company) for an Inspection of the Property at the above address. This Inspection Agreement contains limitations on the scope of the Inspection, remedies and liability. Please read it carefully. By signing below, Client represents and warrants that Client has secured all approvals necessary for the Company to conduct the Inspection of the Property. Client also warrants they will read the entire Inspection Report when received and shall promptly call with any questions or concerns client may have regarding the Inspection or Inspection Report. This Inspection is being performed for the exclusive use and benefit of the Client, and the Inspection, including the written Report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

1. **INSPECTION AND DUTIES:** The Company agrees to perform a limited visual (*non-invasive*) Inspection of the systems and components included in the inspection as they exist at the time of the inspection and for which the Client agrees to pay a fee. The Inspection will be performed in accordance with the Standards of Practice of the State of Washington available on line at : www.apps.leg.wa.gov › [WACS](#) › [Title 308](#) › [Chapter 308-408C](#) and is limited by the limitations, exceptions and exclusions so stated in the Washington State Standards of Practice, this Agreement, and WSDA WAC16-228-2005-2046(for structural pest inspections) You agree that if the Company recommends further evaluation of a condition as noted in the Inspection Report proper due diligence will be followed, failure to secure further evaluation, in no way warrants any liability towards the inspector and inspection company .

2. **LIMITED WARRANTY:** Client acknowledges that Surelock Homes Inspection Co. warrants its inspection services will be performed in accordance of the inspection only. Client understands that the Inspection and Inspection Report do not, in any way, constitute a/an: (1) guarantee, (2) warranty of merchantability or fitness for a particular purpose, (3) express or implied warranty, or (4) insurance policy. Additionally, neither the Inspection nor Inspection Report is substitutes for any real estate transfer disclosures which may be required by law. Liability shall be limited to the amount of the financial responsibility prescribes under the Washington State Law governing Home inspections.

3. **ENVIRONMENTAL AND HEALTH ISSUES:** The Client specifically acknowledges that a Property Inspection is NOT an Environmental Survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include but are not limited to asbestos; radon; lead; urea formaldehyde; mold; mildew; fungus; odors; noise; toxic or flammable chemicals; water or air quality; PCB's or other toxins; electro-magnetic fields; underground storage tanks; proximity to toxic waste sites; carbon monoxide. You agree to hold the Surelock Home Inspection Company and Inspector harmless for any injury, health risk or damage caused or contributed to by these conditions.

4. **LIMITATIONS, EXCEPTIONS AND EXCLUSIONS:** The Inspection only includes those 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. In addition, any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or in any other fashion is excluded. The Inspection does not include any destructive testing or dismantling. The following systems and components and areas are among those **NOT** included in the Inspection or Inspection Report:

- Latent or concealed defects, compliance with code or zoning ordinances or permit research or system or component installation or recalls.
- Structural, mold, asbestos, lead paint, water soil, air quality, or other environmental issues geological, soil, wave action or hydrological
- *Termites or other wood destroying insects and or organisms, rodents or other pests, dry-rot, or fungus; or damage from or relating to the preceding. ***This exclusion is deleted if the Client has the Surelock Homes Inspection Company perform wood destroying organism inspection –SEE ALSO ****
- Private water, sewage systems, water softeners or purifiers, radiant heat systems or solar heating systems.
- Pools, spas, hot tubs, saunas, steam baths, fountains or other types of or related systems and components.
- Repair cost estimates or building value appraisal.
- Thermostatic or time clock controls, radio controlled devices, automatic gates or elevators, lifts, dumbwaiters.
- Free standing appliances and gas appliances such as fire pits, barbecues, heaters and lamps
- Main gas shut off valve, any gas leaks. Furnace heat exchangers.
- Seismic safety, security or fire safety systems or security bars and/or safety equipment.
- Any adverse condition that may affect the desirability of the property including but not limited to proximity to railroad tracks or airplane
- Routes, boundaries, easements or rights of way, adjoining properties or neighborhood.
- Unique/technically complex systems or components, system or component life expectancy or adequacy or efficiency of any system.
- Outdoor play equipment swing set; forts, playhouses, water features.

5. ****WOOD DESTROYING ORGANISMS (WDO) :** Include: subterranean termites; dampwood termites; carpenter ants; moisture ants; wood boring beetles of the family Anobiidae; and wood decay fungus (rot). The inspector will not assume any responsibility for WDO's that were not detected during their dormant season. When evidence of moisture ants, dampwood termites, wood infesting anobiids, or wood decay



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fungi is detected during a Complete WDO Inspection, the inspector must identify and report the condition(s) conducive to such infestations. It must be stated in the report that such infestations may be eliminated by removal of all infested wood and correction of any contributing conducive conditions. **CONDUCTIVE CONDITIONS**, as determined by the inspector, shall include, but not be limited to: inadequate clearance; earth to wood contact; conducive debris in the crawl space; inadequate ventilation; excessive moisture; vegetation contact with the structure; bare ground in the crawl space; existing or seasonal standing water in the crawl space; failed caulking or grout in water splash areas; and/or non-functioning gutter systems.

6. **GOVERNING LAW & SEVERABILITY:** This Agreement shall be governed by (*Washington State "Standards of Practice" (SOP) WACs308-408C / WSDA16-228:2005-2045 law*). 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.

7. **RECEIPT OF REPORT:** The Company's agreement to perform the Inspection is contingent on Client's agreement to the provisions, terms, conditions and limitations of this Agreement. If this Agreement is not signed by Client prior to or at the time the written Inspection Report is provided to the Client and Client objects to any of the terms of this Agreement, Client shall return the written Inspection Report to the Company within seven (7) days and any fee that has been paid will be refunded to the Client. Failure to return the written Inspection Report and payment of the fee shall constitute the full acceptance of all of the terms of this Agreement by Client.

8. **OTHER SERVICES** It is understood and agreed to by the parties hereto that all the provisions, limitations, exceptions and exclusions of this agreement shall apply to any optional services entered into by the parties.

11. **ENTIRE AGREEMENT, MODIFICATION & 3rd 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 changes or modification is in writing and 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, controversy, interpretation 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 Arbitration Services, Inc. The decision of the arbitrator appointed thereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction.

10. Any dispute, controversy, interpretation 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 Arbitration Services, Inc. The decision of the arbitrator appointed thereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction.

11. **COST OF SERVICES:** \$ _____ for complete home inspection with pest inspection. Payment to INSPECTOR is due upon completion of the onsite inspection. The Client agrees to pay all legal and time expenses incurred in collection due payments. A surcharge of 3.5% will charge all debit and credit transactions.

I have read, understand and agree to all the terms, conditions, limitations as outlines within this Hone Inspection Contract.

Dated _____ Signature of Client _____ (One signature binds all)

Name _____

Mailing Address: _____

Email Address: _____ Phone: _____

Dated

Surelock Homes Inspection Company; Greg Madsen Owner
Mailing address: 12702 109th Ave CT E Puyallup WA 98374