

AGREEMENT FOR HOME INSPECTION SERVICES

Client:

Date:

Subject Property:

Time:

Fee: \$

For and in consideration of the terms of this Agreement for Home Inspection Services the **Inspector** and **Client** agree as Follows:

1. The Inspector with Midwest Inspection and Testing agrees to perform a visual inspection of the subject property and to provide Client with a written report identifying visually observable major deficiencies of the inspected items (as described below) that exist at the time of inspection. The written report will include the visible portions of the following systems only: **STRUCTURAL COMPONENTS, EXTERIOR STRUCTURE, ROOFING, FOUNDATION, ATTIC, DRAINAGE, BASEMENT OR CRAWL SPACE, INSULATION AND VENTILATION, PLUMBING, HEATING AND CENTRAL AIR CONDITIONING.**
2. Systems and items which are EXCLUDED from this inspection include, but are not limited to the following: recreational playground facilities, geological and soil conditions, Hazardous Items (as defined below), sprinkler systems (fire and lawn), solar systems, water wells, below ground septic or drainage systems, forced air furnace heat exchangers, hard wired smoke detectors, wiring not part of primary electrical distribution systems (including but not limited to : intercoms, cable TV, security systems, audio and computer systems), appliances including portable air conditioning units, items considered to be cosmetic, concealed or latent defects, and any other items that are not easily visible to the Inspector. Any comments regarding excluded systems and items are for information only and are not part of the inspection. The presence or absence of pests other than visible wood destroying insects is excluded from this inspection, except where noted for informational purposes. The **Client** is urged to contact a reputable and licensed specialist if identification and extermination of excluded pests is desired.
3. The inspection and report will be performed according to the standards of The American Society of Home Inspectors (ASHI), and the terms in this agreement shall have the same meaning given them in the ASHI standards. A copy of the ASHI standards will be provided at the client's request. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession for the **Client**, and may not be relied upon by any other person or entity. The **Inspector** accepts no responsibility for use or misinterpretation by third parties.
4. The **Inspector** is not required to move personal property, debris, furniture, equipment, carpeting, or like materials which may impede or limit visibility. Equipment and systems will not be dismantled. The inspection is not intended to be technically exhaustive, nor is it a compliance inspection for any governmental codes or regulations.
5. The inspection and report do not address, and are not intended to address, the possible presence of, or danger from asbestos, radon gas, lead paint, urea formaldehyde, soil contamination, absence, presence, or condition of buried oil storage tanks or any other buried tanks, pesticides, toxic or flammable chemicals, water or airborne related illness or disease, and all other similar or potentially hazardous substances and conditions (collectively the "Hazardous Items"). The **Client** is urged to contact a competent specialist if information, identification or testing of Hazardous Items is desired. However, a Carbon Monoxide test on the heat system and hot water heater will be included as part of the inspection and additional testing may be performed if specifically ordered and paid for by the client.
6. **NEITHER THE INSPECTION NOR THE INSPECTION REPORT IS A WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY INSPECTED ITEM. CLIENT ACKNOWLEDGES THAT THE CONDITION OF AN INSPECTED ITEM, IS SUBJECT TO CHANGE AFTER THE INSPECTION REPORT IS ISSUED. THE INSPECTION AND REPORT ARE NOT INTENDED TO REFLECT THE VALUE OF THE PREMISES, AND ANY INSPECTION AND REPORT ARE ONLY INTENDED TO EXPRESS THE OPINION OF THE INSPECTOR BASED ON THE VISIBLE INSPECTION OF ACCESSIBLE PORTIONS OF THE ITEMS INSPECTED, AT THE TIME OF INSPECTION.**
7. The parties agree that the maximum liability for the Inspector arising from failure to perform any of the obligations stated in this agreement, is limited to an amount **NOT TO EXCEED THE FEE PAID FOR THE INSPECTION. UNDER NO CIRCUMSTANCES SHALL INSPECTOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION APPLY TO ALL CAUSES OF ACTION THAT MAY BE INSTITUTED AGAINST INSPECTOR BY CLIENT OR ANYONE CLAIMING BY OR THROUGH CLIENT.**

8. Payment will be sent to title company or on-site, once the inspection is complete.
9. This agreement represents the entire agreement between Midwest Inspection and Testing LLC and the Client. No change or modification of this agreement shall be enforceable against either party unless such change or modification is in writing and signed by all parties. This Agreement shall be binding and enforceable by the parties, and their heirs, executors, administrators, successors, and assigns. This agreement shall be governed by the laws of the State of Nebraska. The County and State Courts of Lancaster County, Nebraska shall have exclusive jurisdiction over all disputes and/or claims arising under this agreement and any party making or defending such dispute or claim.

X

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Client or Representative

Inspector or Agent

Address:

Address: 1475 Bluff Road

Pleasant Dale, NE 68423

Tele. # ()

Tele. #: (402) 405-1193

Email: