

# National Property Inspections

## INSPECTION AGREEMENT

( Please read both sides of contract carefully )

This **Agreement** made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Inspector and Client named below. Client agrees to employ Inspector and Inspector agrees to conduct a Real Estate INSPECTION and make a written report concerning the building and premises at:

Inspection Date: \_\_\_\_\_

Inspection Fee: \_\_\_\_\_

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

Inspection By: **Quality Inspections, L.L.C.**  
**d/b/a National Property Inspections**  
2053 Quincy Ave.  
Racine, Wi. 53403  
Phone: (262) 636-9909

City, State: \_\_\_\_\_

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Inspector Signature: \_\_\_\_\_  
Agent of Quality Inspections L.L.C.

Client not available for signature:

Inspector Name: \_\_\_\_\_

1. **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 estate described above, on the date and time of observation. The inspection and report will conform to the current standards of practice for Home Inspectors 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, and so this contract will refer to sections of Wisconsin law that affect this contract. Only four residential units and less are regulated by the State of Wisconsin under Chapter 440.

The inspection is designed and intended to detect observable conditions of an improvement to residential and or commercial real estate property, subject to certain limitations. The inspection will cover all areas as required under Wisconsin Chapter 440 and its administrative rules for residential real estate less than four units.

**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, recent repairs, paint or covering that may conceal current or prior defects, whether deliberately concealed or otherwise. This inspection will not and can not alert Inspector or the Client to conditions of the structure which 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 remove permanent materials or items which would be damaged by such, nor will Inspector enter unsafe or inaccessible areas to perform the inspection. Other limitations encountered during the inspection may be noted in the report itself.

2. **Exclusions and Limitations:** The following areas are excluded from the inspection under this contract:
- Calculating the strength, adequacy or efficiency of an improvement to real property or a component of an improvement to real property;
  - Entering any area or performing any procedure that may damage an improvement to 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 Inspector or to other persons;
  - Operating any component of an improvement to real property that is inoperable;
  - Operating any component of an improvement to real property that does not respond to normal operating controls;
  - Disturbing insulation or moving personal items, furniture, equipment, vegetation, soil, snow, ice, or debris that obstructs access to or visibility of an improvement to real property or a component of an improvement to real property;
  - Determining the effectiveness of a component of an improvement to real property;

(over)

- Predicting future conditions, including the failure of a component of an improvement to real property;
- Projecting or estimating the operating cost of a component of an improvement to real property;
- Evaluating the acoustic characteristics of a component of an improvement to 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 including but not limited to asbestos, lead paint, radon, and mold;
- Inspecting for compliance with building codes or regulations of any governmental or non-governmental body, entity or agency;
- Disassembling any component of an improvement to real property, except for removing an access panel that is normally removed by an occupant of real property.

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 a specialized use; The presence of mold, the type of mold, the potential locations of mold or effects of mold.

The Client agrees that 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 therefor agrees not to sue inspector for bodily or personal injury.

3. **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 guarantee 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 others if client so desires full coverage.
4. **Confidential Agreement:** Client agrees not to provide inspection report to any third party without the permission of the home inspector. In the event that Client provides home inspection report to a third party without the permission of the home inspector and the third party relies on the inspection report, Client agrees to indemnify and hold harmless home inspector from any claims made by the third party against the home inspector and for all reasonable attorney's fees incurred in defending said claims.
5. **Dispute Resolution:** Inspector and Client ( and any other person or entity claiming to have relied upon the inspection report) specifically agree that 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 and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Inc. The decision of the Arbitrator appointed there under shall be final and binding and judgement on the Award may be entered in any court of competent jurisdiction. Client retains the right to report home inspection problems to the Wisconsin Department of Regulation & Licensing. Information about the program, including costs, fees, Rules and Procedures are available through:

**Construction Arbitration Services, Inc.**

2777 Stemmons Freeway  
Suite 650  
Dallas, Texas 75207  
(214) 638-2700

If the client feels that there was some deficiency or flaw in the inspection, he shall contact the inspector and meet at the property. The purpose of this meeting is to discuss the problem and to allow the inspector a chance to observe the problem firsthand, as it was discovered, without alteration or repair. **If you have a problem with the inspection, call the inspector right away.**

6. **Governing Law and Severability of Provisions:** Wisconsin law shall govern this agreement. If any term or condition of this agreement is held to be invalid or unenforceable, the remainder of the terms and conditions herein shall not be affected thereby and shall remain valid and enforceable. Titles to paragraphs are for reference only.
7. **Entire Agreement:** This agreement contains the entire understanding between Inspector and the Client. There are no other representation, 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 only by a writing signed by Inspector and Client.