

# Patriot Home Inspections, Inc.

## Pre-Inspection Agreement

With your authorization, Patriot Home Inspections, Inc. will complete a property inspection conducted in accordance with the standards of practice of the National Association of Certified Home Inspectors, a copy of which is available upon request and can be read and downloaded from the Internet at [www.nachi.org/sop.htm](http://www.nachi.org/sop.htm). The inspection is that of a generalist, and has clearly defined limitations. It is performed on-site within a few hours, and does not include any warranty or guaranty. By contrast, specialist inspections take considerably longer, typically include the use of specialized instruments, could involve sampling or destructive testing, and commonly include some form of guaranty. Specialized inspections are essential to evaluate soil conditions, determine structural movement, establish the quality of air and water, or reveal the presence of harmful environmental contaminants such as radon, methane, asbestos, lead, formaldehyde, electro-magnetic radiation, molds and fungi, and other wood-destroying organisms, all of which are beyond the scope of a generalist inspection. Therefore, please be aware of the limitations of a generalist inspection: It is not a termite inspection. Also, it is not a code-compliance inspection and does not include any research, such as that necessary to establish boundaries, easements, or the issuance of permits, and it should not be used as a substitute for the Transfer Disclosure Statement, which the sellers are required to provide by civil code.

Similarly, and in accordance with the National Association of Certified Home Inspectors standards, Patriot Home Inspections, Inc. does not evaluate or endorse any components that are not visually accessible. These include, significant portions of most chimney flues, the interior of furnace heat exchangers and air-conditioning coils, subterranean or concealed ducts, pipes, conduits, and those within walls, floors, or ceilings, the slab beneath carpets, the waterproof membrane beneath roofs, balconies, or shower pans, and surfaces and components concealed by furnishings. Also, Patriot Home Inspections, Inc. does not evaluate nor endorse the following specific components: computerized systems, radio or remotely controlled components, central vacuum systems, alarm, telephone, cable, or intercom systems, private sewage systems, private water supply systems, water softeners, water circulating devices, water filtration or purification devices, automatic sprinklers, the hermetic seal of dual-glazed windows or skylights, solar systems, fire-sprinkler systems, shut-off valves that are not in daily use, elevators, dumb-waiters, funiculars or similar mechanical means of transport, saunas, steam showers, humidifiers, electronic air cleaners, in-line duct-motors or dampers, washers and dryers, their valves and drain pipes, condensate pumps, thermostats, timers, clocks, rotisseries, refrigerators, portable or free-standing appliances, retaining walls, landscaping or landscape items, including decorative and low-voltage lighting, portable spas, fountains and ponds, barbecues, fire-pits, pool-sweep assemblies, in-line chlorinators, or similar devices dispensing bromine or ozone, and the coatings on pools, spas, countertops, fixtures, appliances, decks and walkways. In addition, Patriot Home Inspections, Inc. does not tacitly endorse or guarantee the integrity of any structure or component that was built or installed without permit, and which could include latent defects, or any item that may have been subject to a manufacturer's recall. What Patriot Home Inspections, Inc. provides is a conscientious but essentially visual inspection, evaluation, and recommendations for appropriate specialist service, and any consultation that may be necessary. In return, and in consideration of the fee, you are agreeing with your signature to abide by the terms and conditions of this contract, including the following clauses that you are required to initial to indicate your understanding and consent.

I agree and understand that I have five days in which to rescind this contract, sign a "global release" absolving Patriot Home Inspections, Inc from any legal recriminations, and become entitled to a full refund of the inspection fee.

Initials: \_\_\_\_\_

I agree and understand that I have requested Patriot Home Inspections, Inc. to perform a "generalist" inspection in accordance with the National Association of Certified Home Inspectors standards, which is in lieu of a "specialist" inspection that would cost more and require the services of licensed specialists.

Initials: \_\_\_\_\_

I agree and understand that I should read the full inspection report, and follow every recommendation for evaluation and/or service and documentation by licensed specialists. Furthermore, I agree and understand that by failing to do so I will violate the pre-inspection agreement, and that Patriot Home Inspections, Inc. shall be held harmless for any subsequently alleged defects or deficiencies.

Initials: \_\_\_\_\_

I agree and understand that whereas Patriot Home Inspections, Inc. may report on suspicious stains or mold-like substances, that the inspector is not an environmental hygienist and is not licensed, qualified, or authorized to identify any purported mold or fungi.

Initials: \_\_\_\_\_

I agree and understand that Patriot Home Inspections, Inc. shall be held harmless for any defects or deficiencies that are alleged to exist beyond a period of two full years following the date of the inspection.

Initials: \_\_\_\_\_

I agree and understand that with the exception of undertaking sensible emergency procedures, such as turning off water or other utilities, I will not alter, repair, replace, correct, or modify any allegedly defect component or condition without giving Patriot Home Inspections, Inc. or their representatives the right to re-inspect and evaluate conditions for themselves.

Initials: \_\_\_\_\_

I agree and understand that I will attempt to resolve any dispute informally. Should such an attempt fail, I agree to submit the dispute to binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc., whether it be a breach of contract and/or tort, and that the decision of the appointed arbitrator shall be honored and binding on all parties and be entered in any Court of competent jurisdiction.

Initials: \_\_\_\_\_

I agree and understand that if any part of this contract is judged to be invalid or unenforceable by any court or arbitrator that the remaining terms and conditions shall remain in effect and be binding on all parties.

Initials: \_\_\_\_\_

#### AUTHORIZATION

I have read and understood the entire pre-inspection agreement, and agree to all of the terms and conditions therein, and authorize Patriot Home Inspections, Inc. to complete a "generalist" inspection of the property as described and defined in the public and recognized standards of the National Association of Certified Home Inspectors.

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_