



This Home Inspection Agreement (the "Agreement") is between **HAUS Inspection Services, LLC** (the "INSPECTOR") and the undersigned ("CLIENT"), collectively referred to herein as "The Parties." The Agreement is for a limited scope written inspection report (collectively the "Report") to be performed on the _____ day of _____ 20_____, at the residence located at _____(the "Residence").

GENERAL PURPOSE AND SCOPE OF INSPECTION

The purpose of a home inspection is to assess the condition of the Residence at the time of the inspection using visual observations, simple tools, and normal homeowner operational controls, and to report deficiencies of specific systems and components. Unless specifically excluded below, a Washington State Licensed Home inspector is responsible for performing a visual and noninvasive inspection of the readily accessible systems and components of a home as identified and described in Washington Administrative Code ("WAC") sections 308-408C-070 through -180 (EXHIBIT A to this Agreement), to the extent such systems and components exist at the Residence. Such components and systems include the roof, foundation, exterior, heating system, central air- conditioning system, structure, plumbing and electrical systems, and other aspects of the home as may be identified in WAC 308-408C-070 through -180 (EXHIBIT A to this Agreement), to the extent such systems and components exist at the Residence.

The INSPECTOR shall prepare a written report of the general condition of those systems and components as they appear at the time of the inspection. The Report is a written opinion of what was visible and evident at the time of the inspection. The Report is not a listing of repairs to be made and is not intended for use as a guide in re-negotiating or making a determination about a real estate transaction. Items that are not listed in The Report were not inspected and are not included under the scope of the inspection service provided.

A home inspection is not technically exhaustive and does not identify concealed conditions or latent defects. The INSPECTOR is acting as a licensed home inspector and is not acting as a licensed engineer or expert in any specific craft or trade. If the INSPECTOR recommends consulting other specialized experts, CLIENT should do so and such consultation will be at the CLIENT's expense. Not all conditions are apparent at the time of inspection, and the Report is not a substitute for any seller disclosure statement as may be required by law.

Inclusion of additional items to be inspected or items to be deleted from the inspection may be negotiated and/or mutually agreed upon by the CLIENT and the INSPECTOR as indicated in an addendum to this Agreement. An additional fee may be assessed.

TERMS OF SERVICE

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written Report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained- for Report. The Report is only supplementary to the seller's disclosure.
2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Washington State Standards of Practice (Chapter 308-408C WAC). Although INSPECTOR agrees to follow the Washington State Standards of Practice, CLIENT understands that these standards contain limitations, exceptions, and exclusions. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon – a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Client understands that the inspector will NOT inspect ponds, water features, or bodies of water or related components. Unless otherwise indicated in a separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.
3. The inspection and written Report are for the use of CLIENT only, who gives INSPECTOR permission to provide a copy of the written Report to CLIENT'S real estate agent(s), and discuss observations with agents, owners, repairpersons, and other interested parties. INSPECTOR shall be the sole owner of the Report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. Any third parties who rely on the Report in any way also agree to all provisions in this Agreement. INSPECTOR'S inspection of the property and the Report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.
4. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

AGREEMENT INCLUDES FRONT OF THIS PAGE

- 5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.
- 6. CLIENT understands that swimming pools, hot tubs, related safety components, and related operational components are beyond the scope of this inspection. CLIENT understands the inherent safety risks that swimming pools and hot tubs present and that further review by a qualified licensed pool service contractor may be necessary to identify related safety hazards. Any defects identified by the INSPECTOR pertaining to swimming pools, hot tubs, or related components does not substitute an inspection of these systems by a qualified licensed swimming pool service contractor.
- 7. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the Report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The Parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
- 8. The Parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.
- 9. If any court declares any provision of this Agreement invalid, the remaining provisions will remain in effect. This Agreement represents the entire agreement between The Parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change shall be enforceable against any party unless it is in writing and signed by The Parties. This Agreement shall be binding upon and enforceable by The Parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.
- 10. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.
- 11. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.
- 12. This Agreement is not transferable or assignable.
- 13. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.
- 14. Client agrees to pay the Inspector an inspection fee in the amount indicated below as consideration for the Standard Home Inspection contemplated by this Agreement. Unless otherwise agreed to by Client and Inspector, payment of the inspection fee is due on site prior to the commencement of the Inspection. Client's failure to pay the inspection fee when due is a material breach of this Agreement.

Inspection Fee: \$ _____

By signing below Client acknowledges that he/she has read, understands and agrees to the scope of the inspection, has full capacity and legal authority to sign the Agreement, and agrees to all of the terms and conditions of this Agreement. Client also acknowledges that he/she was provided with a copy of this Agreement prior to the inspection unless prevented by circumstances from doing so.

Client or Representative Signature: _____ **Date:** _____

Client or Representative Signature: _____ Date: _____

Printed Name(s): _____

Inspector Signature: _____ Date: _____