



This Preinspection 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 inspection and verbal report (collectively the "Pre-Offer Consultation") to be performed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, at the residence located at \_\_\_\_\_ (the "Residence").

#### **GENERAL PURPOSE AND SCOPE OF PRE-OFFER CONSULTATION**

A Pre-Offer Consultation is a VERBAL REPORT BASED UPON A LIMITED SCOPE INSPECTION that is performed by a licensed home inspector. By law, A PRE-OFFER CONSULTATION IS ONLY CONDUCTED PRIOR TO A BUYER'S AND SELLER'S MUTUAL ACCEPTANCE OF A PURCHASE AND SALE AGREEMENT FOR THE RESIDENCE BEING INSPECTED.

The Inspector shall perform a limited scope inspection of the systems and components at the Residence that are indicated below under "**LIMITED SCOPE OF PRE-OFFER CONSULTATION**". The inspection of those systems and components is limited to a basic assessment of their general condition as they visibly appear at the time of the limited inspection. Following the limited inspection, the Inspector will provide the Client with a verbal report of the Inspector's observations. No written report is to be provided under this Agreement. The verbal report is not a listing of repairs to be made and is not intended for use as a guide in making a determination about a real estate transaction. A Pre-Offer Consultation is not technically exhaustive and does not identify concealed conditions or latent defects. A PRE-OFFER CONSULTATION DOES NOT CONSTITUTE A HOME WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND; NOR DOES IT SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW; NOR DOES IT SUBSTITUTE FOR A POST- MUTUAL ACCEPTANCE STANDARD HOME INSPECTION AND WRITTEN REPORT AS DEFINED IN WASHINGTON ADMINISTRATIVE CODE ("WAC") 308-408-010(14).

#### **LIMITED SCOPE OF PRE-OFFER CONSULTATION**

**As agreed by the Client and the Inspector, this pre-offer consultation/inspection and verbal report is limited in scope to a visual inspection of the following accessible systems and/or components of the Residence:**

**Structure** (the visible foundation; floor framing; roof framing and decking; other support and substructure/superstructure components; stairs; ventilation (when applicable); and exposed concrete slabs in garages and habitable areas).

**Exterior** (the visible wall coverings, trim, protective coatings and sealants, windows and doors, attached porches, decks, steps, balconies, handrails, guardrails, carports, eaves, soffits, fascias and visible exterior portions of chimneys).

**Plumbing System** (visible water supply lines; visible waste/soil and vent lines; fixtures and faucets; domestic hot water system and fuel source).

**Heating System** (the fuel source; heating equipment; heating distribution; operating controls; flue pipes, chimneys and venting; auxiliary heating units).

**Air Conditioning System** (the cooling equipment; cooling distribution equipment and the operating controls).

**Insulation and Ventilation** (the type and condition of the insulation and ventilation in viewable unfinished attics and sub grade areas as well as the installed mechanical ventilation systems).

**Site** (the building perimeter, land grade, and water drainage directly adjacent to the foundation; trees and vegetation that adversely affect the structure; walks, grade steps, driveways, patios, and retaining walls contiguous with the structure).

**Fireplaces and Stoves** (fuel and gas fireplaces, stoves, dampers, fireboxes and hearths).

**Attached Garages or Carports** (the framing, siding, roof, doors, windows of any attached garages or carports, and installed electrical/mechanical systems in the attached garage or carport pertaining to the operation of the home).

**Interiors** (the walls, ceilings, floors, windows, and doors; steps, stairways, balconies and railings)

**Electrical System** (the service drop through the main panel; subpanels including feeders; branch circuits, connected devices, and lighting fixtures).

**The inspection does not include investigation of mold, asbestos, lead paint, water, soil, air quality or other environmental issues unless agreed to in an addendum to this Agreement.**

## AGREEMENT INCLUDES FRONT OF THIS PAGE

**CONFIDENTIAL REPORT:** The verbal inspection report is solely and exclusively for Client's own information. Client agrees to indemnify, defend, and hold Inspector harmless from any third party claims against the Inspector arising out of Client's disclosure of information from the verbal inspection report.

**LIMITATION OF LIABILITY:** The Pre-Offer Consultation does NOT CONSTITUTE A GUARANTEE OR WARRANTY of any kind, nor does it substitute for any seller disclosure statement as may be required by law. The Inspector's liability for acts and omissions in the Pre-Offer Consultation shall be LIMITED TO THE AMOUNT OF THE FEE PAID BY THE CLIENT FOR THE INSPECTION.

**ONE-YEAR TIME LIMITATION ON CLAIMS:** NO LEGAL ACTION OR PROCEEDING OF ANY KIND, INCLUDING THOSE SOUNDING IN TORT OR CONTRACT, CAN BE COMMENCED AGAINST THE INSPECTOR OR ITS OFFICERS, AGENTS OR EMPLOYEES MORE THAN ONE (1) YEAR AFTER THE DATE OF THE SUBJECT INSPECTION. TIME IS EXPRESSLY OF THE ESSENCE HEREIN. THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.

**NOTICE AND WAIVER OF CLAIMS:** To the extent a claim or complaint is not otherwise barred by the one-year time limitation on claims (above), Client agrees and understands that ANY CLAIM(S) OR COMPLAINT(S) ARISING OUT OF OR RELATED TO ANY ALLEGED ACT OR OMISSION OF THE INSPECTOR SHALL BE REPORTED IN WRITING TO THE INSPECTOR WITHIN TEN (10) BUSINESS DAYS OF DISCOVERY. Unless there is an emergency condition the client agrees to ALLOW THE INSPECTOR A REASONABLE PERIOD OF TIME TO INVESTIGATE THE CLAIM(S) OR COMPLAINT(S) by, among other things, re-inspection before the client or anyone acting on the client's behalf repairs, replaces, alters, or modifies the system or component that is the subject matter of the claim or complaint. Client understands and agrees that ANY FAILURE TO TIMELY NOTIFY THE INSPECTOR AND ALLOW ADEQUATE TIME TO INVESTIGATE AS STATED ABOVE SHALL CONSTITUTE A COMPLETE BAR AND WAIVER OF ANY AND ALL CLAIMS THE CLIENT MAY HAVE AGAINST THE INSPECTOR RELATED TO THE ALLEGED ACT OR OMISSION IN THE PRE-OFFER CONSULTATION, unless otherwise prohibited by law.

**MEDIATION AND BINDING ARBITRATION:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation arising out of, from or related to, this Agreement or arising out of, from or related to the Pre-Offer Consultation shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration as conducted by Construction Dispute Resolution Services, LLC (under its "Home Inspection Arbitration Rules and Procedures," a copy of which is available at <http://www.constructiondisputes-cdrs.com>), or another Arbitration service if mutually agreed upon in writing by the parties. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof. NOTICE: CLIENT AND INSPECTOR WAIVE ANY RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES. CLIENT AND INSPECTOR HAVE INSTEAD AGREED TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION.

**SEVERABILITY:** Client and Inspector agree that should a Court or Arbitrator of Competent Jurisdiction determine and declare that any portion of this agreement is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

**LICENSED HOME INSPECTOR:** This inspection will be performed by a principal, manager, officer, associate, agent, or employee of the Inspector who is licensed as a home inspector by the State of Washington. Should the inspection be performed by a person who is not licensed as a home inspector by the State of Washington, all provisions in the above sections entitled "Limitation of Liability," "Notice and Waiver of Claims," "One-Year Time Limitation on Claims," and "Mediation and Binding Arbitration" are void.

**INSPECTION FEE:** Client agrees to pay the Inspector an inspection fee in the amount indicated below as consideration for the Pre-Offer Consultation 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 limited scope 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 Pre-Offer Consultation, 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 also acknowledges that he/she ENTERED INTO THIS AGREEMENT, AND SCHEDULED THIS PRE-OFFER CONSULTATION TO OCCUR, ON A DATE PRIOR TO MUTUAL ACCEPTANCE OF A PURCHASE AND SALE AGREEMENT BETWEEN THE SELLER AND PROSPECTIVE BUYER OF THE INSPECTED RESIDENCE.**

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

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

Inspector Signature: \_\_\_\_\_

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