



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.
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. No determination or representation as to the insurability of the property will be provided.
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 providing the property inspection and inspection report, information about the client, inspector, real estate professional, and property will be collected and input into HomeGauge inspection software and services, which inspector uses to produce the inspection report. This information may include personally-identifiable information about the client, inspector and real estate professional. This information may subsequently be used by the provider of HomeGauge, as set out in the HomeGauge Privacy Policy found at <https://www.homegauge.com/privacy.html>. Inspectors may choose to use this information to market new or related products and services to clients.

## AGREEMENT INCLUDES FRONT OF THIS PAGE

5. 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.
6. 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.
7. 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.
8. **LIMITATION OF LIABILITY:** The parties agree that the Inspector and its employees are limited in liability to two (2x) times the fee paid for the inspection services and report in the event that Client or any third-party claims that the Inspector is in any way liable for negligently performing the inspection or in preparing the Inspection Report. At the client's option, a comprehensive inspection without limitation of liability is available. A comprehensive inspection includes a contractor, engineer and architect review of the property for a minimum fee of \$2,500.  
 I Request a Comprehensive Inspection (may take two weeks to arrange)
9. **DISPUTE RESOLUTION:** Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by Inspector, the Inspection Report provided to the Client by Inspector, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the Inspector hereunder, shall be submitted to Small Claims Court in the county in which the inspection takes place. If the alleged damages exceed the jurisdictional limit for Small Claims Court, the dispute shall then be submitted to binding arbitration before Construction Dispute Resolution Services ("CDRS"). If CDRS is unavailable, then by Resolute Systems. Any action must be commenced within one (1) year from the date of the inspection; Inspector shall have no liability for any action commenced more than one (1) year after the date of the inspection. If repairs or replacements are done without giving the Inspector a minimum of 10-day notice to allow for re-inspection, the Inspector will have no liability to the Client.
10. **SEVERABILITY:** If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.
11. **ENFORCEMENT FEES AND COSTS:** Any party failing to follow the DISPUTE RESOLUTION process identified above, shall be liable for all fees and costs associated with compelling/enforcing compliance with the DISPUTE RESOLUTION process.
12. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.
13. You may not assign this Agreement. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so for all Clients and/or intended beneficiaries.

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 and/or understood the terms and conditions under which the inspection would be conducted.**

**Client or Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Client or Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Printed Name(s):** \_\_\_\_\_

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