

Reliable Home & Building Inspections, Inc.

● The Safe Way to Buy Real Estate
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Reading, PA 19612

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REAL ESTATE INSPECTION CONTRACT

The Real Estate Inspection Contract is hereby entered into this day _____ between RELIABLE HOME & BUILDING INSPECTIONS, INC. hereafter called "INSPECTION COMPANY" and _____ hereafter called "CLIENT" residing at _____

House/Building Inspection Fee	\$ _____
Component(s)	\$ _____
_____	\$ _____
Fee for Inspection Without Limit on Liability (page 2)	\$ _____
	Tax \$ _____
	Total \$ _____

PLEASE NOTE:

This is a legally binding contract made by you the CLIENT and by this INSPECTION COMPANY which details the conditions and terms upon which you have engaged this INSPECTION COMPANY to perform an inspection survey of certain real estate located at:

Number/Street	Town/City/State/Zip#
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Witnesseth:

In consideration of the mutual covenants and agreements set forth herein and intending to be legally bound hereby, the parties agree as follows:

1. **SERVICE:** This is a limited visual inspection of apparent conditions in readily and easily accessible areas that existed at the time of the inspection. No warranties or guaranties are given or implied for any latent concealed defects or for any defects occurring after the date and time of the inspection. The INSPECTION COMPANY is not liable for any problems, defects, or deficiencies which could not be reasonably discovered during a limited visual inspection.

2. **STANDARDS OF INSPECTION:** The inspection shall be performed in accordance with standards of practice and codes of ethics of a national home inspection association of which the INSPECTION COMPANY is a member, a copy of which is available upon request.

3. **FEE SCHEDULE:** Payment is due in full upon completion of the inspection. No written report will be issued until full payment is received.

4. **CONFIDENTIALITY:** The content of your report is confidential and shall not be disclosed to any other party without your express approval and authorization. Neither the contents of the inspection report nor any representations made herein are assignable without the express written consent of the INSPECTION COMPANY

5. **EXCLUSIONS AND LIMITATIONS:** You acknowledge and agree that this inspection and the inspection report and findings are limited in nature and scope, and that the following items ARE NOT COVERED, nor can they be accurately assessed by the INSPECTION COMPANY during a limited inspection, including but not limited to: any and all latent or concealed defects, deficiencies, and condition; any and all environmental hazards, defects, and conditions (including: radon, asbestos, lead paint, lead water pipes, lead solder, urea formaldehyde, toxic wastes, polluted water), the extent of damage in defective areas, code compliance, household appliances, chimney flues, free standing heating stoves, through-wall air conditioners, humidifiers, air purifiers, motorized dampers, fire sprinkler systems, fire and smoke detection systems, solar heating and hot water systems, concealed insulation, insulation effectiveness, locks and security devices, fire escapes, acoustical tests, elevator components and shafts, automatic smoke vent dampers, internal gutter and downspout system, buried fuel tanks, air quality analysis, heat loss analysis, concealed wiring, fan driven exhaust systems for central heating flues, subsurface soil conditions below and surrounding the building, the toxicity and combustibility of all materials and finishes, exterior plumbing components (including: private sewer systems, buried pipes, connection to public sewer lines, sprinkler systems, swimming pools and equipment), water supplies (including: water wells, water conditioning equipment, water quality, volume of well water), ancillary electrical systems (including: TV cable systems and antennas, intercom systems, lighting protection systems, heating cables, door opening and doorbell systems, fire alarm systems, security system, telephone systems).

6. **LIMITATION ON LIABILITY:** The liability of INSPECTION COMPANY and its inspectors for mistakes or omissions in the Real Estate Inspection Report if proven shall be limited to a sum equal to the amount of the fee paid by CLIENT. CLIENT acknowledges that if CLIENT desires an inspection WITHOUT A LIMITATION TO A REFUND OF THE FEE PAID for the inspection, CLIENT agrees to pay an additional fee for retention of licensed professionals and experts in respective disciplines & receive a report without the limitation.

7. **NOTIFICATION OF CLAIMS CLAUSE:** In the event that a claim ensues from the inspection, the INSPECTION COMPANY and its agents require and CLIENT shall comply with the following:

1. Notification of any adverse conditions must be made in writing to the address listed above within fourteen (14) days of discovery of said conditions.
2. The INSPECTION COMPANY and its agents shall have the right to inspect said conditions within a reasonable period of time.
3. The INSPECTION COMPANY and its agents will be allowed to remedy, repair, or replace said conditions if negligence is proven. Failure to conform to above conditions renders any and all contracts concerning the inspection of this property null and void, and the INSPECTION COMPANY shall be released from any and all liability and all other obligations imposed hereunder.
4. CLIENT agrees that CLIENT will not make or cause others to make alternations, modifications or repairs to the adverse condition prior to reinspection by INSPECTION COMPANY.
5. CLIENT agrees not to have cause of action against the INSPECTION COMPANY and its inspector after one year from the date of this contract.

8. **ARBITRATION CLAUSE:** Any controversy or claim among the parties hereto involving, rights, duties and obligations arising out of or relating to the terms of this Inspection Contract shall be submitted promptly to arbitration in accordance with the Construction Industry Arbitration Rules under the auspices of the American Arbitration Association in Berks County, Pennsylvania. A written demand for arbitration shall be filed with the American Arbitration Association and the other party hereto. The CLIENT and the INSPECTION COMPANY shall each appoint one arbitrator, and the arbitrators so selected shall jointly select one arbitrator, whose decision as to the subject matter of the controversy or claim shall be final and binding upon the parties hereto without further recourse or appeal. which decision shall be determinate and communicated in writing by said arbitrator to the parties hereto. Judgement on the award rendered by the arbitrator may be entered in the Court of Common Pleas of Berks County, Pennsylvania. In the event the arbitrators rule in favor of the INSPECTION COMPANY, the CLIENT shall pay all costs and expenses of said arbitration including but not limited to the fees and expenses of the INSPECTION COMPANY'S attorney and the arbitrators; otherwise, the costs and expenses of said arbitration, including but not limited to the fees of the arbitrators, shall be paid by the parties to the controversy or claim in the proportions determined by the arbitrators in their award. ANY CLAIM OF CLAIMANT HEREUNDER SHALL BE IRREVOCABLY WAIVED UNLESS THE DEMAND FOR ARBITRATION SHALL BE MADE WITHIN ONE (1) YEAR FROM THE INSPECTION DATE AND THE CLIENT HAS COMPLIED WITH ALL APPLICABLE PROVISIONS OF THIS CONTRACT INCLUDING BUT NOT LIMITED TO THE NOTICE PROVISIONS OF SECTION 7.

9. **SEVERABILITY:** If any provision of this contract is declared invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this contract shall remain in affect, and shall NOT be effected thereby except as necessary to adjust for the invalidated provision.

10. **ASSIGNMENT:** The inspection is performed for the sole, confidential, and exclusive use and possession of the CLIENT. Neither the contents of the report nor any representations made herein are assignable without the express written permission of the INSPECTION COMPANY, and any reliance thereon by any party other than the CLIENT named above is prohibited.

11. **GOVERNING LAW:** This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

12. **WHOLE AGREEMENT:** This contract represents the entire agreement between the INSPECTION COMPANY and the CLIENT. The CLIENT acknowledges that they have read and understood the scope and limitations of this inspection and, on that basis, agree to all of the terms, limitations and exclusions contained herein.

I UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS.

Client's Signature: _____ DATE: _____

Inspector's Signature: _____ DATE: _____

NOTE: If CLIENT is not present to sign the contract at the time of inspection, this contract will become part of the report, and acceptance of the report shall constitute acceptance of this contract.