

INSPECTION AGREEMENT

INSPECTOR: DAKOTA HOME INSPECTIONS, INC.

21139 Westside Hwy SW
Vashon, WA 98070
206 714-9975

CLIENT: _____

PROPERTY ADDRESS INSPECTED: _____

STANDARD INSPECTION FEE: \$ _____

Client requests a limited visual inspection of the home at the Property for the Client's sole use and benefit. Client has carefully read this agreement prior to signing and agrees to be bound by all of the provisions herein. Client agrees to read the entire inspection report as soon as it is received and will contact the Inspector with any questions. Client agrees to pay the Standard Inspection Fee.

1. **Scope.** The scope of the inspection and report is a limited visual inspection of the general system and components of the home to identify any system or component listed in the report which may be in need of immediate repair. The inspection will be conducted in accordance with the Home Inspector Standards of Practice required by Washington State Home Inspectors Licensing Law (WAC 308-408C). They can be found on the WA state Home Inspectors website <http://apps.leg.wa.gov/WAC/default.aspx?cite=308-408C> Please read them.

2. **Hidden Conditions.** Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, insulation, appliances, carpets, vapor barriers, ceilings, furnishings, personal belongings, or other obstacles, is not included in the inspection. Air conditioning equipment is not checked during weather below 65 degrees. Equipment or component ages are estimated and installations are not checked against manufacturer's recommendations. Secured, drained or tagged equipment/faucets, etc., are not checked. Typically, this visual inspection will not be able to determine such items as: wire connections in unexposed locations; unexposed or small chimney or liner cracks/breaks; leakage or seepage occurring intermittently or under unusual weather conditions; presence of pests, chemicals or mold without obvious evidence; mechanical systems that allow discomfort during unusual or extreme weather conditions; intermittent occurrences and inter workings of mechanical devices (heat exchangers, compressors, etc.); underground pipes or conduits. Things will be cited as a problem only with the presence of clear physical evidence and many problems may escape detection during the standard visual inspection. The inspection is not conducted to determine or list every minor problem or condition that may exist in the home. Cosmetic deficiencies are considered to be obvious and are not generally listed. The Inspector will not check any area that poses a threat to the Inspector's safety. Steep, slippery, or brittle roofs are not walked; attics with insulation that prevent safe footing are not traversed. The Inspector does not include any destructive testing or dismantling. Client shall assume the risk for all conditions which are concealed or

which are obstructed from view at the time of the inspection.

3. **No Guarantee.** The Inspector is a generalist and not acting as a licensed engineer or expert in any trade or craft. If the Inspector recommends consulting an expert or specialist in an area, then the Client should do so at Client's expense. This inspection is not a warrantee, guarantee or substitute for a Real Property Transfer Disclosure Statement (Form 17) or a Buyer's walk-through just prior to closing. Client has the option of purchasing certain warrantees from other parties.

4. **Entry and Participation.** Client or their agent has made timely and necessary arrangements with the Seller/Homeowner for an entry and inspection of the home. Client has been recommended to participate and accompany the Inspector during the inspection.

5. **Exclusions.** The following are examples of areas that are **outside the scope** of the standard visual inspection: accuracy of thermostats or timers, solar, security, intercom, antenna, phone, sprinkler systems, swimming pools and spas, water and air quality, toxic or allergenic substances, roofs above the surface upon which a ladder cannot be safely placed, smoke alarm tests. Utilities other than listed, zoning ordinance or code conformance, geological or structural stability, site or engineering analysis, environmental hazards, traffic density, noise, odors, building value appraisals, public records, warranty or property disclosure statements, etc., are **outside the scope** of this inspection. Suspected building code infractions recognized by the Inspector will be pointed out; however, this is not a code compliance inspection. The local city or county official must be consulted for any code compliance inspection. The existence of mold will be noted on visual observations; however, it is beyond the scope of this inspection and should be further evaluated by an industrial hygienist and remediation specialist. Environmental issues such as lead paint, asbestos, and air, water, or soil quality are **outside the scope** of this inspection.

6. **Inspection Report.** The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person except to the Seller, the real estate agents directly involved in this transaction and to Client's lender all of whom are not specifically intended beneficiaries of this Agreement or inspection report.

7. **Dispute.** If Client has any reason to doubt the accuracy of the inspection or report, Client agrees to notify Inspector in writing with ten business days of discovery. Client further agrees that, except for the repair of emergency conditions, Client will make no alterations, modifications or repairs to the disputed area or discrepancy prior to a re-inspection by the Inspector. Any failure to notify the Inspector as stated in this provision shall constitute a waiver and release of any and all claims against the Inspector.

8. **Arbitration.** Any dispute arising from this inspection and report or concerning the interpretation of this Agreement, not including the Client's payment of the inspection fee, shall be resolved by arbitration in accordance with the rules of a recognized arbitration association or RCW Chapter 7.04. The inspection report and work shall be judged against the Standards of Practice of the State of Washington WAC 308-408C. The arbitrator who is selected should be familiar with the home inspection industry. The home or equipment in dispute must be

available for re-inspection and the arbitration shall include the viewing of the home/property involved in the dispute. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceedings.

9. **Attorney's Fees.** The prevailing party in any dispute or arbitration proceeding or inspection fee collection action shall be awarded all attorney fees, arbitrator fees and other associated expenses and costs involved.

10. **Severability.** If any tribunal determines that any portion of this Agreement is void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

11.Type of Home Inspection

A. Standard Inspection. Client requests a standard visual inspection in full understanding that the total liability of the Inspector for mistakes, errors, or omissions for this inspection and report shall be limited to the amount of the fee paid for this inspection.

The parties have signed this Agreement this day of _____.

Client Signature(s): _____

Inspector: Dakota Home Inspections, Inc. Deb Wenneman

By: _____