

Brian J Mattioli
 1532 Madison Ave.
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 (360) 201-4198
 Washington State Home inspector License #1914



Home Inspection Agreement

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the Property at:

_____. The terms below govern this Agreement.

The Parties Understand and Agree, as follows:

1. The fee for our inspection is \$_____.
2. We will perform a **limited visual inspection** of the home/building systems and components, and provide you with a written report identifying the defects that we (1) observed and (2) deemed material, as they exist at time of inspection. The report is only supplementary to the seller's disclosure, Form 17.
3. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Washington State Standards of Practice (SOP) <http://apps.leg.wa.gov/wac/default.aspx?cite=308-408C>. You understand that Washington State SOP contains limitations, exceptions, and exclusions. You understand that the home inspector is a generalist and the purpose of this inspection is to identify and disclose visually observable major deficiencies of the inspected systems and components at the time of the inspection only. Evaluation of minor, easily correctable or cosmetic, deficiencies is not the intent of the inspection or report. Any comments offered by us that could be construed as over or beyond the SOP or the language of this contract, are offered as a courtesy and they do not compromise the bargained for report.
4. You understand that the home inspection is only one of the steps in the client's "due diligence" process and we are likely to recommend further evaluation, work, or repairs by qualified parties. Furthermore, you understand we look for signs of problems or damage. The full extent of that damage may not be revealed or may be hidden or not readily apparent. That is why we call for further evaluation by specialists and timely repairs. It is by law, per WAC 308408C-030, not our (inspectors) role to determine the full extent of any and all damage, or to itemize problems or to estimate repair costs. You agree that if further evaluation or repairs are delayed by you, or occur only after the transaction has closed, the financial consequences of that decision to delay rest solely with you, should unanticipated or further damage be found. You understand that conditions in a home can, and will, change from day to day and a home inspection is not a warranty or guarantee against any defects or deficiencies that may be present or may arise in the future.
5. The Inspection only includes accessible systems and components expressly and specifically identified in the inspection report. The inspection limitations, exceptions and exclusions in the Standards of Practice are incorporated herein. Any area that is not exposed to view or is concealed or inaccessible because of storage, soil, walls, wallpaper, floors, carpet, ceilings, insulation, furnishings and sinks, toilets and other plumbing fixtures or in any other fashion *is excluded*. *The Inspection does not include destructive testing or dismantling or moving belongings*. The following basic systems and components, with some limitations and exclusions, are part of a standard home inspection: site, structure, exterior, roof, plumbing, electrical, heating and cooling systems, ventilation and insulation, interior, fireplaces, and attached garages. The following systems and components and areas are those NOT included in the inspection or inspection report.
 - Slow developing, Latent, intermittent or concealed defects in system or component installation or product recalls. Seismic safety, security, or function of fire safety systems. Safety glass in glass shelves, windows, or doors.
 - Detailed structural analysis, architecture, engineering zoning or building code compliance or environmental survey or permit or unique/technically complex systems or components, system or system and component life expectancy, extent of damage, cost of repairs or adequacy or efficiency of any system or components. Adverse conditions that may affect the desirability of the property including but not limited to proximity to railroad tracks, roadways, airplane routes, boundaries, easements or rights of way, adjoin properties or neighborhoods.
 - Private water, sewage systems, water softeners or purifiers, internal workings of radiant heat, systems or solar heating systems. Inside sewer lines, fuel or gas lines, inside walls or floors, toilet flanges and sink or plumbing pipes and drains that go into a wall or are otherwise concealed.
 - Hot tubs, Pools, spas saunas, steam baths, their foundations or other types of or related systems and components. Free standing appliances or gas appliances, such as fire pits, barbecues, heaters, and lamps.
6. You acknowledge that a home inspection is NOT an environmental survey and the intent is not to report on the presence of environmental concerns or hazards or investigation of air, water, soil or building materials. If you desire an environmental survey that would include searching for, reporting on or analysis of such concerns or hazards, a qualified specialist or testing firm should be hired. Environmental concerns that are in this category, and are therefore EXCLUDED, include, but are not limited to, asbestos, radon, lead, lead paint, urea formaldehyde, mold, mildew, fungus, odors, noise, toxic or flammable chemicals, PCH's or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide, vermin, pet urine. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls; log foundations or roofs, or similar defects.
7. We will not test for compliance with applicable building codes. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located, other than those licenses that apply for performing home inspections and structural pest inspections.

8. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repairpersons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible 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 us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and 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. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

9. You understand that this is not an exhaustive inspection, but the standard limited visual inspection of the readily accessible areas of the structure. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. You agree that that any claim, for negligence, breach of contract or otherwise, must be made in writing and reported to us with in (10) business days of discovery. You further agree to allow us the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions, before you, or your agent, repairs, replaces, alters or modifies the claimed discrepancy. You understand and agree that any failure to notify us, as stated above, shall constitute a waiver of claims you may seek again us. Any legal action must be brought within one (1) year from the date of the inspection, failure to bring said action within one (1) year of the date of inspection is a full and complete waiver of any rights, actions or causes of action that may have risen there from. Time is expressly of the essence herein. **YOU understand that the maximum liability incurred by us for errors and omissions in the inspection shall be limited to the fee paid for the inspection, the exception being those issues related to the performance of duties as a state licensed structural pest inspector.** In all cases, our liability is limited to liquidated damages in an amount not greater than the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that this liquidated damages is not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee. Any court action, the result of a dispute over this business transaction must be filled in Whatcom County, Washington. In the event that you fail to prove any adverse claims against us in a court of law, you agree to pay all legal costs, expenses, and fees of us in defending said claims.

10. **Dispute resolution/Arbitration Clause:** Any dispute, interpretation, controversy or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the inspection or Inspection report shall be submitted to final and binding arbitration under the rules and procedures of the expedited arbitration of home inspection disputes of construction arbitration services, inc. The decision of the arbitrator appointed there under shall be final and binding judgment on the award may be entered in any court of competent jurisdictions.

11. Washington State law shall govern this agreement. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.

12. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

13. You may not assign this Agreement.

14. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.

15. 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.

Payment is due upon completion of the on-site inspection. You agree to pay past-due fees for your inspection that shall accrue interest at 8% per year. You agree to pay all costs and attorney’s fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

16. **If you would like a large print version of this Agreement before signing it, you may request one by emailing us.**

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT AS A RECEIPT.

Habitat Home Inspections, LLC (Date)
Brian J Mattioli, Owner

Date _____

CLIENT(s) or Representative Date _____
(signature(s) binds all)