



**Top Notch Inspection Services LLC**  
PO Box 9769  
Spokane, WA 99209  
Admin@TopNotchInspects.com

**STANDARD  
AGREEMENT**

PARTIES

1. In consideration of the promise and terms of this agreement, the parties agree as follows:
2. This agreement is made and entered into by and between Top Notch Inspection Services LLC, referred to as "inspector", "us", or "we", and [client name] \_\_\_\_\_ referred to as "client", "you", or "they". Any terms that refer to a gender shall refer to all other genders or none. Any terms that refer to individual or plural shall be interchangeable.

TERMS

3. The "property", "home", or "premises" is defined as the primary residence and attached garage or carport if applicable, located at [address] \_\_\_\_\_.
4. Outbuildings, sheds, detached garages and/or carports, greenhouses, other structures, and/or other residences not identified are specifically excluded from services unless otherwise identified and agreed upon by both parties prior to inspection. If additional services are requested and paid for, they will be governed by this agreement and any associated addendums as signed by both parties.
5. Prior to the inspector performing any services, client agrees to pay the full sum of [price] \$ \_\_\_\_\_ for services. Client agrees that a cancellation fee equal to the full price shall be charged if less than twenty-four (24) hours' notice is provided. Additional fees may apply for additional services.
6. An inspection is a snapshot in time, it is not a warranty or guarantee, express or implied, of any kind, as to what changes or observations may occur after the inspection is complete. The parties agree and understand the inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. Inspector makes no warranty as to the fitness for use, zoning, condition, performance or adequacy of the property, any inspected structure, item, component, or system.
7. Client warrants that they have permission and authority to grant us access to the property for the purposes of our inspection.
8. This agreement represents the entire home inspection agreement between the parties and there are no other agreements either written or oral between them, hereby superseding any and all prior agreements and understandings concerning the subject matter hereof. The agreement shall be amended only by written agreement signed by both parties, and may not be assigned. This agreement shall be construed and enforced in accordance with the laws of the State of Washington, and if state laws or regulations are more stringent than the forms of the agreement, the state law or rule shall govern. If any provision of the agreement is deemed unlawful or unenforceable, the remainder of the agreement shall remain fully valid and in full force and effect. The court shall reform the provision at issue to the full force of the law.
9. This agreement covers the inspection as stated herein, as well as any subsequent inspections for the client at the same property within six (6) months of the date of this agreement. Additional fees will apply for subsequent inspections, and for inspections that are outside the scope of this agreement.
10. All photos or recordings taken by inspector are the property of the inspector and may be used to promote our services. No names, addresses, individuals, or locations identifying the buyer, seller, or property location will be visible if photos are selected for use. Inspector grants non-exclusive, non-transferable usage rights to the clients identified in this agreement for any photos included in the inspection report.
11. The inspection will not include an appraisal of the value or a survey of the property boundary. It does not investigate what may or may not be the responsibility of a homeowner's association. The report is not a code or compliance inspection or certification for past or present codes or regulations of any kind. This inspection does not determine whether the property is insurable.

12. Home inspectors are generalists and not specialists, our inspections are not technically exhaustive. We report on observations and direct you to a specialist for repair or evaluation as needed.
13. Verbal comments are for courtesy only and are not a part of any official report or findings; client decisions and actions should be based on the written inspection report only.
14. Additional services may be provided, as requested and paid for by client, through third-party laboratories including but not limited to water sampling, mold sampling, asbestos sampling. Client understands and agrees that we will use our best judgment to take samples and will provide the sample to a third-party laboratory for analysis and provide the results from the laboratory to you. Additionally, systems or components that you request and pay for us to inspect which are outside our scope will be conducted by a subcontracted third-party and we will provide the findings to you. Non-laboratory third-party subcontractors include but are not limited to elevator professionals, engineers, architects, real estate professionals, attorneys, electricians, plumbers, or other technicians. Claims specific to third-party services outside the scope of a standard inspection must be brought to and against the third-party contractor directly.

#### OUR OBLIGATIONS

15. The parties agree that the Washington State Standards of Practice, referred to as "Standards" or "SOP" shall define the standard duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. While these terms define standards, every situation is different. Often, an inspection will differ from the standards due to specific written agreements between the parties (for example, the client may wish to add services which have unique standards or the client may wish to exclude systems, components, or areas which we will honor), or due to the conditions found at the property. For a link to the most recent standards, visit the resource page from <http://www.TopNotchInspects.com>
16. The inspector will perform a noninvasive, limited visual inspection and prepare a written report identifying defects observed in the readily accessible installed systems and components of the property existing at the time of the inspection which the inspector deems to be material defects. Latent and concealed defects are excluded from the inspection. Where multiple instances of the same component exist, a representative number shall be inspected. Any comments above and beyond the standards are provided as a professional courtesy and are not part of the inspection.
17. We recommend additional services beyond the scope of a home inspection. We may offer some services such as a radon measurement, and we recommend you seek services we do not offer separately, such as a plot survey, appraisal, legal advice, or other professionals regulated by the State of Washington.
18. Exclusions of systems or components normally inspected: Items that are not, at the sole discretion of the inspector, reasonably safe and readily accessible or may cause property damage or personal harm will not be inspected. Those items will be identified in the inspection report as not inspected with an explanation as to why they could not be inspected at the time. If client would like the inspector to return when conditions permit a safe and accessible inspection, a re-inspection fee may apply.
19. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, carbon, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; air quality; pest infestation; wood destroying organism inspection; sewer scope; security and fire protection systems; household appliances including but not limited to washer, dryer, refrigerator, and ice maker; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors; recreational equipment or facilities; pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating systems accessories; solar heating systems; heat exchangers; sprinkler systems; water softener or purification systems; water quality; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arrestors, load controllers; trees or plants; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, and exterior insulation & finish system (EIFS). Client understands that these systems, items, and conditions are excepted from this inspection, and that the appropriate inspection should be

scheduled for these components as needed. Any general comments about these systems, items, and conditions of the written report are informal only and do not represent an inspection. [client initial] \_\_\_\_\_

#### YOUR OBLIGATIONS

20. Client agrees to read this agreement, understand it, and sign prior to inspection. Client is encouraged to attend the inspection, to ask questions, and further understand what is inspected and what is not.
21. Client represents that their obligation is a shared obligation incurred in the interest of the family, household, company, or interested party. The party signing this agreement represents that they have the authority to agree and accept communication on behalf of all other interested parties.
22. This agreement shall be binding to all spouses, family members, principals, successors, heirs, or other parties attempting to make claims in regards to the agreement. You understand and agree that your obligations are joint and several.
23. The inspection and report are performed and prepared for the sole and exclusive use and possession of the client. No other person or entity may rely on the report issued pursuant to this agreement. In the event that any person, not a party to this agreement, makes any claim against inspector, its employees or agents, arising out of the services performed by Inspector under this agreement, the client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees arising from such a claim.
24. Client warrants that they have done their due diligence in researching the property and declare that it meets their needs. Any findings we uncover during our inspection that cause you to stop pursuing the property are considered a successful inspection. It is our goal to help clients make appropriate decisions by reporting on the condition of the property, and as such if a client chooses to stop the purchase or sale of a property during or after our inspection, no refund or discount will be provided. Client understands that our inspection has saved them the purchase price of the property and any associated repairs.
25. You agree to follow any and all recommendations for further evaluation by a specialist as noted in our report prior to occupancy in a timely manner, and that whenever a specialist is recommended, they are liable for their inspection findings. You further agree to complete the repair recommendations made by us directly prior to occupancy in a timely manner. Failing to follow all recommendations will violate the terms of the agreement and if all guidance is not followed, client agrees to hold inspector harmless for any and all defects, deficiencies, and damages.
26. If client is a party to a real estate transaction, client hereby authorizes inspector to release a copy of the report to the client's realtor or agent, if any.
27. In the event you believe you have a claim against us regarding an installed system or component of the premises which was inspected by the inspector and was not in the condition reported by the inspector, you agree to notify us in writing at least 72 hours prior to repairing or replacing such system or component and to allow inspector full and immediate access to the premises. The client further agrees that the inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or state law. Furthermore, any legal action must be brought within one (1) year from the date of the inspection, or will be deemed waived and forever barred.
28. Client warrants that the property is safe and ready for inspection. If the inspector deems an area, system, or component not safe or ready for inspection, no discount or refund will be provided.
29. If buyer, or buyer's agents or contractors damage the property during the exercise of buyer's rights under this agreement, buyer shall immediately reimburse seller for all costs incurred for the correction of such damage.

#### LIABILITY AND CLAIMS

30. Inspector's liability for mistakes or omission in this inspection report is limited to twice the fee paid for the applicable service. The liability of inspector's principals, agents, and employees is also limited to this amount. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in the inspection and report. This liability limitation is binding on client and client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through client. Client assumes the risk of all losses greater than this amount. Client agrees to immediately accept a refund of twice the fee paid as full settlement for any and all claims which may ever arise from this inspection. Furthermore, client agrees to sign general

liability release at time of accepting this compensation. Client understands that if client wants an inspection without a limit on liability, a new agreement may be written with additional fees to be negotiated. If an inspection without limits to liability is desired, do not sign this agreement and contact your inspector to discuss terms and pricing. By signing this agreement, you accept terms of the agreement as written. [client initial] \_\_\_\_\_

31. The parties agree and understand that the inspector and its employees or agents assume no liability or responsibility for the costs of repairing or replacing any reported or unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement are done without giving the inspector the required notice, the inspector will have no liability to the client whatsoever.
32. Any dispute, controversy, interpretation 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 agreement or arising out of, from or related to inspection or inspection report shall be submitted to small claims court in Spokane County Washington; or if exceeding the limitations of small claims court, to final and binding arbitration in Spokane County, Washington. The decision of the arbitrator appointed thereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction in Spokane County, Washington. [client initial] \_\_\_\_\_
33. The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorney's fees, arbitrator fees and other costs.

DEFINITIONS

34. Observed Condition: Systems and components are rated as follows:
  - SATISFACTORY - Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and/or deterioration.
  - MARGINAL - Indicates the component will probably require repair or replacement anytime within five years.
  - POOR - Indicates the component will need repair or replacement now or in the very near future.
  - SIGNIFICANT ISSUES or SAFETY HAZARD - A system or component that is considered significantly deficient, inoperable or is unsafe. Denotes a condition that is unsafe and in need of prompt attention.
35. Any component not listed as being deficient in some manner is considered satisfactory.
36. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; air-conditioning (weather permitting); insulation and ventilation.
37. Readily accessible systems and components: only those systems and components where inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.

AGREEMENT

Client has read this entire Agreement and accepts and understands this agreement as hereby acknowledged:

Client signature \_\_\_\_\_  
Date and Time: \_\_\_\_\_  
Current mailing address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Agent's name: \_\_\_\_\_

Inspector's signature: \_\_\_\_\_ Date: \_\_\_\_\_  
WA Inspector License # \_\_\_\_\_