



Top Notch Inspection Services LLC
PO Box 9769
Spokane, WA 99209
509-668-1819

SAMPLE AGREEMENT ONLY!

Please contact your inspector for a current agreement specific to your inspection needs

THIS AGREEMENT is made and entered into by and between Top Notch Inspection Services LLC referred to as "Inspector", and _____, referred to as "Client".

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. Prior to inspector releasing report and findings, the client will pay the sum of \$_____ for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at _____.
Outbuildings, except attached garage or attached carport, are specifically excluded.

2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.

3. The parties agree that the "Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein.

4. Observations reported were true at the time and date of inspection, but no guarantee or warrantee is implied of any future condition. The parties agree and understand that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any 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. THE CLIENT FURTHER AGREES THAT THE INSPECTOR IS LIABLE ONLY UP TO THE COST OF THE INSPECTION.

5. 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, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.

6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.

7. This Agreement, including the terms and conditions on the reverse side, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, and if that State laws or regulations are more stringent than the forms of the agreement, the State law or rule shall govern.

8. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; air quality; pest infestation; 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; sprinkling systems; water softener or purification systems; 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. Any general comments about these systems, items, and conditions of the written report are informal only and DO NOT represent an inspection.

9. 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.

10. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

11. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector 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.

12. This inspection does not determine whether the property is insurable.

13. Exclusions of systems normally inspected: _____

14. 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 contract or arising out of, from or related to 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 thereunder shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction in Spokane County, Washington.

15. 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.

16. INSPECTOR'S LIABILITY FOR MISTAKES OR OMISSION IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. THE LIABILITY OF INSPECTOR'S PRINCIPALS, AGENTS, AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. 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 THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION. CLIENT UNDERSTANDS THAT IF CLIENT WANTS AN INSPECTION WITHOUT A LIMIT ON LIABILITY TO A REFUND OF THE FEE PAID FOR THE INSPECTION, CLIENT MAY PAY AN ADDITIONAL FEE TO RECEIVE A REPORT WITHOUT THE LIMITATION. PLEASE CONTACT YOUR INSPECTOR.

17. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, hereby superseding any and all prior agreements and understandings concerning the subject matter hereof and is severable so that if any provision hereof is deemed illegal 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.

18. You may not assign this agreement.

19. Any applicable addendums shall be incorporated into this document by mutual acceptance with signature of client and inspector.

DEFINITIONS:

i. Apparent Condition: Systems and components are rated as follows:

SATISFACTORY (Sat.) - Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.

MARGINAL (Marg.) - 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 - A system or component that is considered significantly deficient, inoperable or is unsafe.

SAFETY HAZARD - Denotes a condition that is unsafe and in need of prompt attention.

ii. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.

ii. Readily accessible systems and components: only those systems and components where Inspector is not required to, and will not remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.

iv. Any component not listed as being deficient in some manner is assumed to be satisfactory.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. If no State regulations apply, this report adheres to the InterNACHI Standards, which is available upon request.

Client Signature(s) _____ Date: _____

Client Mailing Address: _____

Client Phone: (____) _____

Buyer Present: Yes ___ No ___

Agent present: Yes ___ No ___ Agent's Name: _____

Client agrees to release reports to seller/buyer/REALTOR Yes ___ No ___

Inspector's Signature: _____ Date: _____

License #: _____

Inspection #: _____

Inspector's Address: PO Box 9769, Spokane, WA 99209