

CHOICE HOME INSPECTIONS
Professional Home Inspection

6495 Parapet, Boise Idaho 83714

869-8834

853-0105 fax

Pre-Inspection Agreement

This Agreement is entered into on the _____, by and between
CHOICE HOME INSPECTIONS and _____ (“Client”).

The property which is subject to the inspection contemplated herein is located at the following address:
_____ (the “Property”).

1. Inspection; Scope. *CHOICE HOME INSPECTIONS* agrees to complete a visual inspection of the home and improvements on the Property and to provide to Client a written inspection report on or before 5 working days after the inspection. Client acknowledges that the purpose of the inspection is to identify those areas of the Property which through the general visual observation of the *CHOICE HOME INSPECTIONS* inspector (s) are in need of major repair or which need further evaluation by a person specializing in the area of concern (e.g. electrician, plumber, etc.). The inspection will include only those portions of the Property which are readily accessible and exposed to view by the inspector. No inspection will be made and no report given on those areas of the Property which *CHOICE HOME INSPECTIONS* inspector(s) determines to be unsafe to inspect.

2. Inspection; Right of Entry. Client will make all necessary arrangements for and will coordinate with the owner of the Property, if other than Client, to allow the inspector(s) of *CHOICE HOME INSPECTIONS* to enter into and upon the Property as needed to complete the inspection. Inspector(s) will not be required to move any furniture, equipment, debris, carpeting, shrubbery or other objects which may restrict or limit visual inspection.

3. Inspection; Limitations of Scope. In addition to the limitations described under the “Scope” section hereof, the inspection and report conducted by *CHOICE HOME INSPECTIONS* will not include any of the following: hidden conditions, violations of building or other similar codes, environmental contamination or problems, presence of toxic, flammable or other potentially harmful chemicals or substances, presence or infestation of pests or insects (including without limitation termites, powder post beetles, carpenter ants, or carpenter bees), presence of rodents or vermin, presence of radon gas, lead paint, formaldehyde or asbestos.

4. Cost of Inspection. Simultaneous with delivery of the report, Client will pay to *CHOICE HOME INSPECTIONS* in full the total amount of \$ _____ for the inspection and report issued pursuant to this Agreement.

5. NO WARRANTY; LIMITATION OF LIABILITY AND DAMAGES. Client acknowledges that neither the inspection nor the report issued by *CHOICE HOME INSPECTIONS* pursuant to this Agreement makes any express or implied warranties or guarantees. CLIENT HEREBY WAIVES ANY AND ALL WARRANTIES WHATSOEVER WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT FURTHER AGREES THAT WITH REGARD TO ANY LIABILITY CLAIMS OR ACTIONS AGAINST *CHOICE HOME INSPECTIONS*, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR REPRESENTATIVES, THE TOTAL AMOUNT OWNER MAY RECOVER WILL NOT EXCEED THE AMOUNT OF THE INSPECTION FEE PAID TO *CHOICE HOME INSPECTIONS*.

6. **Claims.** “Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation 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 Dispute of Construction Arbitration Services Inc. The decision of the Arbitration appointed there under shall be final and binding judgment on the Award may be entered in any court of competent jurisdiction.”

7. **Miscellaneous.** In the event of any legal action, whether by litigation, arbitration or mediation, between Client and *CHOICE HOME INSPECTIONS* , or any of its officers, directors, employees, representatives or agents, the prevailing party shall be entitled to recover its attorneys’ fees and costs. In connection with any litigation initiated by Client against *CHOICE HOME INSPECTIONS* , its officers, directors, employees, representatives or agents, Client waives right to trial by jury. This Agreement represents the entire agreement between the parties and may not be amended unless in writing signed by all parties. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Notwithstanding the foregoing, nothing herein should be construed to give rise to any rights or benefits whatsoever by any third party beneficiary.

CHOICE HOME INSPECTIONS is not affiliated with any other agency or service such as termite inspection, radon testing agency, water testing agency, lead or asbestos testing agency, real estate agency, etc. and assumes no risk related to the performance of such services nor does *CHOICE HOME INSPECTIONS* warrant these services in any way. If *CHOICE HOME INSPECTIONS* is requested to arrange for such services to be performed at the time of the home inspection or any other such time, such arrangement is provided only for the convenience of the Client.

Agreed to on the date first set forth above.

Client(s)

Choice Home Inspections

x: _____

By: Jim McKenzie

Print name: _____

Jim McKenzie
Inspector

x: _____

Print name: _____