

INSPECTION AGREEMENT with ARBITRATION CLAUSE

AAA Home Inspections LLC Web Site: www.aaa-inspect.com

Name of Client: _____

Inspection Fee: **\$40.00 / hour**

Inspection Address: _____

Inspection Date: _____

AN AGREEMENT / CONTRACT, entered into on _____ (today's date) between the above named (Client) and AAA Home Inspections LLC (the Company). The Client will receive a Full Report (all systems), or will receive a Partial Report (limited systems), which will identify deficiencies for the purpose of **assisting the client**:

1. **To decide** if the quality of the house, as priced, meets their expectations.
2. **To negotiate** with the seller in regard to necessary repairs.
3. **To understand** any ongoing deficiencies that are discovered in the house.

INSPECTION & DUTIES The Company agrees to perform a **non-invasive, limited visual inspection** of the Property in accord with the Standards of Practice of the American Society of Home Inspectors (ASHI), viewable at www.ashi.org, and will report the findings to the Client. **The Client agrees: (1) to read** the Inspection Report when received and to **promptly call** with any questions, **(2)** that if the Company recommends "**further evaluation**" of a deficiency that it is the Client's responsibility to **perform or obtain** this "**further evaluation**," and **(3)** that this is **NOT a technically exhaustive inspection**. (A technically exhaustive inspection requires several days, and involves multiple tradesmen at substantial cost.)

LIMITATIONS & EXCLUSIONS The Client agrees that the following list of items and deficiencies will **NOT** be part of the Inspection: **termites, wood destroying insects, animal / insect infestations, septic tanks & drain fields, private water wells, swimming pools, hot tubs, low voltage systems, irrigation systems, sewage grinder pumps, marine docks, furnace heat exchangers, seismic safety, security systems, latent or concealed defects, hail damage, compliance with building codes, soil stability, engineering services, radon** (unless requested), **lead, asbestos, formaldehyde, Chinese drywall, PCBs, mold, odors, noise, water or air quality, toxic or flammable chemicals, electro-magnetic fields, underground storage tanks, yard hazards, and any other limitations and exclusions listed in the ASHI Standards of Practice**, viewable at www.homeinspector.org/standards/default.aspx.

DISCLAIMER OF WARRANTY The Client agrees that the Inspection and Inspection Report do **NOT** constitute a/an: **(1)** insurance policy of any kind, **(2)** warranty of merchantability or fitness for a particular purpose, or **(3)** guarantee against such items as roof leaks, wet basements, wet crawlspaces, termite damage, mechanical breakdowns, or structural inadequacies, and **(4)** is **NOT** a substitute for the *Tennessee Residential Property Condition Disclosure*.

GOVERNING LAW, SEVERABILITY, MODIFICATION, & INDEMNITY The Client agrees: **(1)** that this contract shall be governed by Tennessee state law, and if a portion is found to be invalid by any authority, the remaining terms shall remain in force between the parties, **(2)** that this contract constitutes the entire agreement between the parties, and supersedes any prior agreements, whether written or oral, and any variance must be agreed to in writing and signed by both parties, and **(3)** to indemnify and hold harmless the Company from any third party claims arising from this transaction.

STATUTE OF LIMITATIONS The Client agrees: **(1)** that any claim for breach of contract be made in writing within thirty (30) days of discovery, **(2)** that the Company be allowed to re-inspect the claimed discrepancy before any alterations are performed, **(3)** that any legal action be brought within one year from the date of the Inspection, and **(4)** that failure by the Client in regard to any of these requirements constitute a waiver of all claims.

LIQUIDATED DAMAGES – LIMITED LIABILITY CLAUSE The Client agrees, that if claim is brought, and the Company is found to be in breach of contract, the Company's liability for the claim is limited to **ten times the fee paid** for the inspection service and the Company will be released from liability, **HOWEVER**, if claim is brought, and **the judgment is found in favor** of the Company, the Client agrees to **pay the legal costs** incurred by the Company in defending the claim.

ALTERNATIVE DISPUTE RESOLUTION – ARBITRATION CLAUSE The Client agrees that any dispute or claim against the Company shall be submitted to **Mediation-Arbitration**, according to the rules of the American Arbitration Association, www.adr.org, with an entry of judgment, and that the Client has agreed to **forfeit the right to trial by court**, and to resolve disputes by Mediation-Arbitration. See Mediation-Arbitration **RULES** at www.adr.org/sp.asp?id=22011.

Client Agrees to Arbitration Clause - Client's Initials: _____ (Initials Required in Tennessee)

By checking here you **Authorize the Distribution** of the Report to involved **Realtors, Sellers, and Contractors**.

List of Systems, **If a Partial Report** is Requested (*Or Additional Services*): _____

I hereby Authorize the Inspection of this Property having Read and Understood this Agreement:

Authorization: By The Client _____ By The Inspector _____

The Standards of Practice and Code of Ethics of
THE AMERICAN SOCIETY OF HOME INSPECTORS®



www.ashi.org

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HOME INSPECTION

Home inspections were being performed in the mid 1950s, and by the early 1970s were considered by many consumers to be essential to the real estate transaction. The escalating demand was due to a growing desire by homebuyers to learn about the condition of a house prior to purchase. Meeting the expectations of consumers required a unique discipline, distinct from construction, engineering, architecture, or municipal building inspection. As such, home inspection requires its own set of professional guidelines and qualifications. The American Society of Home Inspectors (ASHI) formed in 1976 and established the ASHI Standards of Practice and Code of Ethics to help buyers and sellers make real estate transaction decisions based on accurate, objective information.

American Society of Home Inspectors

As the oldest, largest and highest profile organization of home inspectors in North America, ASHI takes pride in its position of leadership. Its Membership works to build public awareness of home inspection and to enhance the technical and ethical performance of home inspectors.

Standards of Practice

The ASHI Standards of Practice guide home inspectors in the performance of their inspections. Subject to regular review, the Standards of Practice reflect information gained through surveys of conditions in the field and of the consumers’ interests and concerns. Vigilance has elevated ASHI’s Standards of Practice so that today they are the most widely-accepted home inspection guidelines in use and are recognized by many government and professional groups as the definitive standard for professional performance.

Code of Ethics

ASHI’s Code of Ethics stresses the home inspector’s responsibility to report the results of the inspection in a strictly fair, impartial, and professional manner, avoiding conflicts of interest.

ASHI Membership

Selecting the right home inspector can be as important as finding the right home. ASHI Members have performed no fewer than 250 fee-paid inspections in accordance with the ASHI Standards of Practice. They have passed written examinations testing their knowledge of residential construction, defect recognition, inspection techniques, and report-writing, as well as ASHI’s Standards of Practice and Code of Ethics. Membership in the American Society of Home Inspectors is well-earned and maintained only through meeting requirements for continuing education.

Find local ASHI Members by calling 1-800-743-2744 or visiting the ASHI Web site at www.ashi.org.

ASHI STANDARDS OF PRACTICE

1. INTRODUCTION

The American Society of Home Inspectors®, Inc. (ASHI®) is a not-for-profit professional society established in 1976. Membership in ASHI is voluntary and its members are private home *inspectors*. ASHI's objectives include promotion of excellence within the profession and continual improvement of its members' inspection services to the public.

2. PURPOSE AND SCOPE

2.1 The purpose of the Standards of Practice is to establish a minimum and uniform standard for home *inspectors* who subscribe to these Standards of Practice. *Home inspections* performed to these Standards of Practice are intended to provide the client with objective information regarding the condition of the *systems* and *components* of the home as *inspected* at the time of the *home inspection*. Redundancy in the description of the requirements, limitations, and exclusions regarding the scope of the *home inspection* is provided for emphasis only.

2.2 *Inspectors shall:*

- A.** adhere to the Code of Ethics of the American Society of Home Inspectors.
- B.** *inspect readily accessible*, visually observable, *installed systems* and *components* listed in these Standards of Practice.
- C. report:**
 1. those *systems* and *components inspected* that, in the professional judgment of the *inspector*, are not functioning properly, significantly deficient, *unsafe*, or are near the end of their service lives.
 2. recommendations to correct, or monitor for future correction, the deficiencies *reported* in 2.2.C.1, or items needing *further evaluation*. (Per Exclusion 13.2.A.5 *inspectors* are NOT required to determine methods, materials, or costs of corrections.)
 3. reasoning or explanation as to the nature of the deficiencies *reported* in 2.2.C.1, that are not self-evident.
 4. *systems* and *components* designated for inspection in these Standards of Practice that were present at the time of the *home inspection* but were not *inspected* and the reason(s) they were not *inspected*.

2.3 **These Standards of Practice are not intended to limit inspectors from:**

- A.** including other inspection services or *systems* and *components* in addition to those required in Section 2.2.B.

- B.** designing or specifying repairs, provided the *inspector* is appropriately qualified and willing to do so.
- C.** excluding *systems* and *components* from the inspection if requested by the client.

3. STRUCTURAL COMPONENTS

3.1 **The inspector shall:**

- A. inspect:**
 1. *structural components* including the foundation and framing.
 2. by probing a *representative number of structural components* where deterioration is suspected or where clear indications of possible deterioration exist. Probing is NOT required when probing would damage any finished surface or where no deterioration is visible or presumed to exist.
- B. describe:**
 1. the methods used to *inspect under-floor crawl spaces* and attics.
 2. the foundation.
 3. the floor structure.
 4. the wall structure.
 5. the ceiling structure.
 6. the roof structure.

3.2 **The inspector is NOT required to:**

- A.** provide any *engineering* or architectural services or analysis.
- B.** offer an opinion as to the adequacy of any *structural system* or *component*.

4. EXTERIOR

4.1 **The inspector shall:**

- A. inspect:**
 1. *siding*, flashing and trim.
 2. all exterior doors.
 3. attached or adjacent decks, balconies, stoops, steps, porches, and their associated railings.
 4. eaves, soffits, and fascias where accessible from the ground level.
 5. vegetation, grading, surface drainage, and retaining walls that are likely to adversely affect the building.
 6. adjacent or entryway walkways, patios, and driveways.
- B. describe:**
 1. *siding*.

EXTERIOR 4.2, Continued

- 4.2 The inspector is NOT required to inspect:**
- A. screening, shutters, awnings, and similar seasonal accessories.
 - B. fences.
 - C. geological and/or soil conditions.
 - D. recreational facilities.
 - E. outbuildings other than garages and carports.
 - F. seawalls, break-walls, and docks.
 - G. erosion control and earth stabilization measures.

5. ROOFING

- 5.1 The inspector shall:**
- A. inspect:
 1. roofing materials.
 2. roof drainage systems.
 3. flashing.
 4. skylights, chimneys, and roof penetrations.
 - B. describe:
 1. roofing materials.
 2. methods used to inspect the roofing.

- 5.2 The inspector is NOT required to inspect:**
- A. antennae.
 - B. interiors of flues or chimneys that are not readily accessible.
 - C. other installed accessories.

6. PLUMBING

- 6.1 The inspector shall:**
- A. inspect:
 1. interior water supply and distribution systems including all fixtures and faucets.
 2. drain, waste, and vent systems including all fixtures.
 3. water heating equipment and hot water supply system.
 4. vent systems, flues, and chimneys.
 5. fuel storage and fuel distribution systems.
 6. drainage sumps, sump pumps, and related piping.
 - B. describe:
 1. water supply, drain, waste, and vent piping materials.
 2. water heating equipment including energy source(s).
 3. location of main water and fuel shut-off valves.

- 6.2 The inspector is NOT required to:**
- A. inspect:
 1. clothes washing machine connections.
 2. interiors of flues or chimneys that are not readily accessible.
 3. wells, well pumps, or water storage related equipment.
 4. water conditioning systems.
 5. solar water heating systems.
 6. fire and lawn sprinkler systems.
 7. private waste disposal systems.
 - B. determine:
 1. whether water supply and waste disposal systems are public or private.
 2. water supply quantity or quality.
 - C. operate automatic safety controls or manual stop valves.

7. ELECTRICAL

- 7.1 The inspector shall:**
- A. inspect:
 1. service drop.
 2. service entrance conductors, cables, and raceways.
 3. service equipment and main disconnects.
 4. service grounding.
 5. interior components of service panels and sub panels.
 6. conductors.
 7. overcurrent protection devices.
 8. a representative number of installed lighting fixtures, switches, and receptacles.
 9. ground fault circuit interrupters.
 - B. describe:
 1. amperage and voltage rating of the service.
 2. location of main disconnect(s) and sub panels.
 3. presence of solid conductor aluminum branch circuit wiring.
 4. presence or absence of smoke detectors.
 5. wiring methods.

- 7.2 The inspector is NOT required to:**
- A. inspect:
 1. remote control devices.
 2. alarm systems and components.
 3. low voltage wiring systems and components.
 4. ancillary wiring systems and components not a part of the primary electrical power distribution system.
 - B. measure amperage, voltage, or impedance.

Continued

8. HEATING

8.1 The inspector shall:

- A. open *readily openable access panels*.
- B. *inspect*:
 1. *installed* heating equipment.
 2. vent *systems*, flues, and chimneys.
- C. *describe*:
 1. energy source(s).
 2. heating *systems*.

8.2 The inspector is NOT required to:

- A. *inspect*:
 1. interiors of flues or chimneys that are not *readily accessible*.
 2. heat exchangers.
 3. humidifiers or dehumidifiers.
 4. electronic air filters.
 5. solar space heating *systems*.
- B. determine heat supply adequacy or distribution balance.

9. AIR CONDITIONING

9.1 The inspector shall:

- A. open *readily openable access panels*.
- B. *inspect*:
 1. central and through-wall equipment.
 2. distribution *systems*.
- C. *describe*:
 1. energy source(s).
 2. cooling *systems*.

9.2 The inspector is NOT required to:

- A. *inspect* electronic air filters.
- B. determine cooling supply adequacy or distribution balance.
- C. *inspect* window air conditioning units.

10. INTERIORS

10.1 The inspector shall inspect:

- A. walls, ceilings, and floors.
- B. steps, stairways, and railings.
- C. countertops and a *representative number* of *installed* cabinets.
- D. a *representative number* of doors and windows.
- E. garage doors and garage door operators.

10.2 The inspector is NOT required to inspect:

- A. paint, wallpaper, and other finish treatments.
- B. carpeting.
- C. window treatments.
- D. central vacuum *systems*.
- E. *household appliances*.
- F. *recreational facilities*.

11. INSULATION & VENTILATION

11.1 The inspector shall:

- A. *inspect*:
 1. insulation and vapor retarders in unfinished spaces.
 2. ventilation of attics and foundation areas.
 3. mechanical ventilation *systems*.
- B. *describe*:
 1. insulation and vapor retarders in unfinished spaces.
 2. absence of insulation in unfinished spaces at conditioned surfaces.

11.2 The inspector is NOT required to disturb insulation.

See 13.2.A.11 and 13.2.A.12.

12. FIREPLACES AND SOLID FUEL BURNING APPLIANCES

12.1 The inspector shall:

- A. *inspect*:
 1. *system components*.
 2. chimney and vents.
- B. *describe*:
 1. fireplaces and *solid fuel burning appliances*.
 2. chimneys.

12.2 The inspector is NOT required to:

- A. *inspect*:
 1. interiors of flues or chimneys.
 2. firescreens and doors.
 3. seals and gaskets.
 4. automatic fuel feed devices.
 5. mantles and fireplace surrounds.
 6. combustion make-up air devices.
 7. heat distribution assists (gravity fed and fan assisted).
- B. ignite or extinguish fires.
- C. determine draft characteristics.
- D. move fireplace inserts and stoves or firebox contents.

Continued

13. GENERAL LIMITATIONS AND EXCLUSIONS**13.1 General limitations:**

- A.** The *inspector* is NOT required to perform any action or make any determination not specifically stated in these Standards of Practice.
- B.** Inspections performed in accordance with these Standards of Practice:
1. are not *technically exhaustive*.
 2. are not required to identify concealed conditions, latent defects, or consequential damage(s).
- C.** These Standards of Practice are applicable to buildings with four or fewer dwelling units and their garages or carports.

13.2 General exclusions:**A. Inspectors are NOT required to determine:**

1. conditions of *systems* or *components* that are not *readily accessible*.
2. remaining life expectancy of any *system* or *component*.
3. strength, adequacy, effectiveness, or efficiency of any *system* or *component*.
4. the causes of any condition or deficiency.
5. methods, materials, or costs of corrections.
6. future conditions including but not limited to failure of *systems* and *components*.
7. the suitability of the property for any specialized use.
8. compliance with regulatory requirements (codes, regulations, laws, ordinances, etc.).
9. market value of the property or its marketability.
10. the advisability of purchase of the property.
11. the presence of potentially hazardous plants or animals including, but not limited to, wood destroying organisms or diseases harmful to humans including molds or mold-like substances.
12. the presence of any environmental hazards including, but not limited to, toxins, carcinogens, noise, and contaminants in soil, water, and air.
13. the effectiveness of any *system installed* or method utilized to control or remove suspected hazardous substances.
14. operating costs of *systems* or *components*.
15. acoustical properties of any *system* or *component*.
16. soil conditions relating to geotechnical or hydrologic specialties.

B. Inspectors are NOT required to offer:

1. or perform any act or service contrary to law.
2. or perform *engineering* services.
3. or perform any trade or any professional service other than *home inspection*.
4. warranties or guarantees of any kind.

C. Inspectors are NOT required to operate:

1. any *system* or *component* that is *shut down* or otherwise inoperable.
2. any *system* or *component* that does not respond to *normal operating controls*.
3. shut-off valves or manual stop valves.

D. Inspectors are NOT required to enter:

1. any area that will, in the opinion of the *inspector*, likely be dangerous to the *inspector* or other persons or damage the property or its *systems* or *components*.
2. *under-floor crawl spaces* or attics that are not *readily accessible*.

E. Inspectors are NOT required to inspect:

1. underground items including but not limited to underground storage tanks or other underground indications of their presence, whether abandoned or active.
2. items that are not *installed*.
3. *installed decorative* items.
4. items in areas that are not entered in accordance with 13.2.D.
5. detached structures other than garages and carports.
6. common elements or common areas in multi-unit housing, such as condominium properties or cooperative housing.

F. Inspectors are NOT required to:

1. perform any procedure or operation that will, in the opinion of the *inspector*, likely be dangerous to the *inspector* or other persons or damage the property or its *systems* or *components*.
2. describe or report on any *system* or *component* that is not included in these Standards and was not *inspected*.
3. move personal property, furniture, equipment, plants, soil, snow, ice, or debris.
4. *dismantle* any *system* or *component*, except as explicitly required by these Standards of Practice.

ASHI STANDARDS OF PRACTICE GLOSSARY OF ITALICIZED TERMS

Alarm Systems

Warning devices *installed* or free-standing including but not limited to smoke detectors, carbon monoxide detectors, flue gas, and other spillage detectors, and security equipment

Automatic Safety Controls

Devices designed and *installed* to protect *systems* and *components* from unsafe conditions

Component

A part of a *system*

Decorative

Ornamental; not required for the proper operation of the essential *systems* and *components* of a home

Describe

To identify (in writing) a *system* or *component* by its type or other distinguishing characteristics

Dismantle

To take apart or remove any *component*, device, or piece of equipment that would not be taken apart or removed by a homeowner in the course of normal maintenance

Engineering

The application of scientific knowledge for the design, control, or use of building structures, equipment, or apparatus

Further Evaluation

Examination and analysis by a qualified professional, tradesman, or service technician beyond that provided by the *home inspection*

Home Inspection

The process by which an *inspector* visually examines the *readily accessible systems* and *components* of a home and which *describes* those *systems* and *components* in accordance with these Standards of Practice

Household Appliances

Kitchen, laundry, and similar appliances, whether *installed* or free-standing

Inspect

To examine any *system* or *component* of a building in accordance with these Standards of Practice, using *normal operating controls* and opening *readily openable access panels*

Inspector

A person hired to examine any *system* or *component* of a building in accordance with these Standards of Practice

Installed

Attached such that removal requires tools

Normal Operating Controls

Devices such as thermostats, switches, or valves intended to be operated by the homeowner

Readily Accessible

Available for visual inspection without requiring moving of personal property, *dismantling*, destructive measures, or any action that will likely involve risk to persons or property

Readily Openable Access Panel

A panel provided for homeowner inspection and maintenance that is *readily accessible*, within normal reach, can be removed by one person, and is not sealed in place

Recreational Facilities

Spas, saunas, steam baths, swimming pools, exercise, entertainment, athletic, playground or other similar equipment, and associated accessories

Report

Communicate in writing

Representative Number

One *component* per room for multiple similar interior *components* such as windows, and electric receptacles; one *component* on each side of the building for multiple similar exterior *components*

Roof Drainage Systems

Components used to carry water off a roof and away from a building

Shut Down

A state in which a *system* or *component* cannot be operated by *normal operating controls*

Siding

Exterior wall covering and cladding; such as: aluminum, asphalt, brick, cement/asbestos, EIFS, stone, stucco, veneer, vinyl, wood, etc.

Solid Fuel Burning Appliances

A hearth and fire chamber or similar prepared place in which a fire may be built and that is built in conjunction with a chimney; or a listed assembly of a fire chamber, its chimney, and related factory-made parts designed for unit assembly without requiring field construction

Structural Component

A *component* that supports non-variable forces or weights (dead loads) and variable forces or weights (live loads)

System

A combination of interacting or interdependent *components*, assembled to carry out one or more functions.

Technically Exhaustive

An investigation that involves *dismantling*, the extensive use of advanced techniques, measurements, instruments, testing, calculations, or other means

Under-floor Crawl Space

The area within the confines of the foundation and between the ground and the underside of the floor

Unsafe

A condition in a *readily accessible, installed system* or *component* that is judged to be a significant risk of bodily injury during normal, day-to-day use; the risk may be due to damage, deterioration, improper installation, or a change in accepted residential construction standards

Wiring Methods

Identification of electrical conductors or wires by their general type, such as non-metallic sheathed cable, armored cable, or knob and tube, etc.



ASHI® CODE OF ETHICS

For the Home Inspection Profession

Integrity, honesty, and objectivity are fundamental principles embodied by this Code, which sets forth obligations of ethical conduct for the home inspection profession. The Membership of ASHI has adopted this Code to provide high ethical standards to safeguard the public and the profession.

Inspectors shall comply with this Code, shall avoid association with any enterprise whose practices violate this Code, and shall strive to uphold, maintain, and improve the integrity, reputation, and practice of the home inspection profession.

1. Inspectors shall avoid conflicts of interest or activities that compromise, or appear to compromise, professional independence, objectivity, or inspection integrity.

- A. Inspectors shall not inspect properties for compensation in which they have, or expect to have, a financial interest.
- B. Inspectors shall not inspect properties under contingent arrangements whereby any compensation or future referrals are dependent on reported findings or on the sale of a property.
- C. Inspectors shall not directly or indirectly compensate realty agents, or other parties having a financial interest in closing or settlement of real estate transactions, for the referral of inspections or for inclusion on a list of recommended inspectors, preferred providers, or similar arrangements.
- D. Inspectors shall not receive compensation for an inspection from more than one party unless agreed to by the client(s).
- E. Inspectors shall not accept compensation, directly or indirectly, for recommending contractors, services, or products to inspection clients or other parties having an interest in inspected properties.
- F. Inspectors shall not repair, replace, or upgrade, for compensation, systems or components covered by ASHI Standards of Practice, for one year after the inspection.

2. Inspectors shall act in good faith toward each client and other interested parties.

- A. Inspectors shall perform services and express opinions based on genuine conviction and only within their areas of education, training, or experience.
- B. Inspectors shall be objective in their reporting and not knowingly understate or overstate the significance of reported conditions.
- C. Inspectors shall not disclose inspection results or client information without client approval. Inspectors, at their discretion, may disclose observed immediate safety hazards to occupants exposed to such hazards, when feasible.

3. Inspectors shall avoid activities that may harm the public, discredit themselves, or reduce public confidence in the profession.

- A. Advertising, marketing, and promotion of inspectors' services or qualifications shall not be fraudulent, false, deceptive, or misleading.
- B. Inspectors shall report substantive and willful violations of this Code to the Society.