

# INSPECTION AGREEMENT

AAA Home Inspections LLC Web Site: [www.aaa-inspect.com](http://www.aaa-inspect.com)

Name of Client: \_\_\_\_\_ Inspection Fee: \$ \_\_\_\_\_

Inspection Address: \_\_\_\_\_ Inspection Date: \_\_\_\_\_

THIS AGREEMENT, made and entered into on (Today's Date) \_\_\_\_\_ by and between the above named Client and the undersigned, AAA Home Inspections LLC hereafter referred to as "Inspector". Inspector will conduct a visual inspection of the Property in accordance with the Standards of Practice of the American Society of Home Inspectors. The Client will receive a  Full Report (all systems), or, will receive a  Partial Report (limited systems), which identifies and categorizes deficiencies that the inspector finds, for the purpose of assisting the client:

- A. to decide if the quality of the house, as priced, meets their expectations.
- B. to negotiate with the seller in regard to necessary repairs.
- C. to understand any ongoing issues that are discovered in the house.

This is not a Building Code inspection, title examination, nor a By-law compliance inspection. The Inspector does not offer an opinion as to the advisability or inadvisability of the purchase of the property, its value or its potential use. The inspection is not an assessment nor is it an appraisal. Neither does the Inspector offer an opinion about the cost of repairs or the relative ease or difficulty in making such repairs or whether a deficiency will persist. No engineering services are offered.

The inspection fee is based on a single visit to the property, and additional fees may be charged for any subsequent visits required by the Client. If the Inspector is called upon to prepare for litigation or give testimony as a result of the inspection, additional fees shall be charged at the Inspector's then current hourly rate for any time spent.

This Inspection Report is based on the condition of the Property as of the time and date of the inspection. Not all conditions may be apparent on the inspection date, due to weather conditions, inoperable systems, inaccessibility of areas of the Property, etc, therefore, there are limitations to the inspection. Clues and symptoms often do not reveal the extent or severity of problems, therefore, the inspection and subsequent Inspection Report may help reduce the risk to purchasing the property, however, an inspection does not eliminate such risk nor does the Inspector assume such risk.

The Inspector is not an Insurer nor Guarantor against defects in the building and improvements, systems or components inspected, and the Inspection Report does not constitute a warranty, guarantee or insurance policy of any kind, and the Inspector assumes no responsibility for the cost of repairing or replacing any unreported defects or conditions, such as, but not limited to, roof leaks, wet basements, wet crawlspaces, or mechanical breakdowns.

The Client agrees that the home inspection may raise questions which it does not answer, and is not a substitute for the professional opinion of other experts in their fields, such as, but not limited to, a structural engineer, professional tradesman (e.g. electrical, plumbing, roofing, HVAC, etc.), a geological or soil engineer, a city or county building codes inspector, and/or a county health department inspector, and agrees not to depend solely on the opinion of AAA Home Inspections LLC as to any deficiency, and be willing to obtain other expert advise if deemed prudent by the client or client's agent.

The Client agrees to indemnify, defend and hold harmless Inspector and AAA Home Inspections LLC if any third party brings a claim against Inspector or AAA Home Inspections LLC relating to the inspection or the Inspection Report.

This Agreement and the documents referred to herein constitute the entire Agreement between the parties hereto, and supersedes any and all prior discussions, or agreements, whether written or oral. No amendment, or variance from this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by the parties hereto. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid and binding on the parties.

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: \_\_\_\_\_

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

Authorization by The Client: \_\_\_\_\_

Authorization by The Inspector: \_\_\_\_\_

The Standards of Practice  
and Code of Ethics of the  
American Society of  
Home Inspectors®



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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.com](http://www.ashi.com)

Distribution of this material is not an indication of ASHI® Membership. For a free listing of the Membership go to "Find an Inspector" at [www.ashi.com](http://www.ashi.com).

To obtain additional copies or request permission to reprint The ASHI® Standards of Practice and Code of Ethics, contact:

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# Standards of Practice

## 1. INTRODUCTION

1.1 The American Society of Home Inspectors (ASHI) is a not-for-profit professional society established in 1976. Membership in ASHI is voluntary and its members include private, fee-paid 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 these Standards of Practice is to establish a minimum and uniform standard for private, fee-paid home *inspectors* who are members of the American Society of Home Inspectors. *Home Inspections* performed to these Standards of Practice are intended to provide the client with information regarding the condition of the *systems* and *components* of the home as *inspected* at the time of the *Home Inspection*.

2.2 The *inspector* shall:

A. *inspect*:

1. *readily accessible systems* and *components* of homes listed in these Standards of Practice.
2. *installed systems* and *components* of homes listed in these Standards of Practice.

B. *report*:

1. on those *systems* and *components inspected* which, in the professional opinion of the *inspector*, are *significantly deficient* or are near the end of their service lives.
2. a reason why, if not self-evident, the *system* or *component* is *significantly deficient* or near the end of its service life.
3. the *inspector's* recommendations to correct or monitor the *reported* deficiency.
4. on any *systems* and *components* designated for inspection in these Standards of Practice which were present at the time of the *Home Inspection* but were not *inspected* and a reason they were not *inspected*.

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

- A. including other inspection services, *systems* or *components* in addition to those required by these Standards of Practice.
- B. 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 SYSTEM

3.1 The *inspector* shall:

A. *inspect*:

1. the *structural components* including 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.

B. *describe*:

1. the foundation and *report* the methods used to *inspect* the *under-floor crawl space*.
2. the floor structure.
3. the wall structure.
4. the ceiling structure.
5. the roof structure and *report* the methods used to *inspect* the attic.

3.2 The *inspector* is NOT required to:

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

## 4. EXTERIOR

4.1 The *inspector* shall:

A. *inspect*:

1. the exterior wall covering, flashing and trim.
2. all exterior doors.
3. attached decks, balconies, stoops, steps, porches, and their associated railings.
4. the eaves, soffits, and fascias where accessible from the ground level.
5. the vegetation, grading, surface drainage, and retaining walls on the property when any of these are likely to adversely affect the building.
6. walkways, patios, and driveways leading to dwelling entrances.

B. *describe* the exterior wall covering.

## EXTERIOR 4.2, continued

### 4.2 The *inspector* is NOT required to:

- A. *inspect*:
1. screening, shutters, awnings, and similar seasonal accessories.
  2. fences.
  3. geological, geotechnical or hydrological conditions.
  4. *recreational facilities*.
  5. outbuildings.
  6. seawalls, break-walls, and docks.
  7. erosion control and earth stabilization measures.

## 5. ROOF SYSTEM

### 5.1 The *inspector* shall:

- A. *inspect*:
1. the roof covering.
  2. the *roof drainage systems*.
  3. the flashings.
  4. the skylights, chimneys, and roof penetrations.
- B. *describe* the roof covering and *report* the methods used to *inspect* the roof.

### 5.2 The *inspector* is NOT required to:

- A. *inspect*:
1. antennae.
  2. interiors of flues or chimneys which are not *readily accessible*.
  3. other *installed* accessories.

## 6. PLUMBING SYSTEM

### 6.1 The *inspector* shall:

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

### 6.2 The *inspector* is NOT required to:

- A. *inspect*:
1. the clothes washing machine connections.
  2. the interiors of flues or chimneys which 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. the quantity or quality of the water supply.
- C. operate safety valves or shut-off valves.

## 7. ELECTRICAL SYSTEM

### 7.1 The *inspector* shall:

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

- C. *report*:
1. on the presence of solid conductor aluminum branch circuit wiring.
  2. on the absence of smoke detectors.

### 7.2 The *inspector* is NOT required to:

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

## 8. HEATING SYSTEM

### 8.1 The *inspector* shall:

- A. *inspect*:
  1. the *installed* heating equipment.
  2. the vent *systems*, flues, and chimneys.
- B. *describe*:
  1. the energy source.
  2. the heating method by its distinguishing characteristics.

### 8.2 The *inspector* is NOT required to:

- A. *inspect*:
  1. the interiors of flues or chimneys which are not *readily accessible*.
  2. the heat exchanger.
  3. the humidifier or dehumidifier.
  4. the electronic air filter.
  5. the solar space heating *system*.
- B. determine heat supply adequacy or distribution balance.

## 9. AIR CONDITIONING SYSTEMS

### 9.1 The *inspector* shall:

- A. *inspect* the *installed* central and through-wall cooling equipment.
- B. *describe*:
  1. the energy source
  2. the cooling method by its distinguishing characteristics.

### 9.2 The *inspector* is NOT required to:

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

## 10. INTERIOR

### 10.1 The *inspector* shall:

- A. *inspect*:
  1. the walls, ceilings, and floors.
  2. the steps, stairways, and railings.
  3. the countertops and a *representative number* of *installed* cabinets.
  4. a *representative number* of doors and windows.
  5. garage doors and garage door operators.

### 10.2 The *inspector* is NOT required to:

- A. *inspect*:
  1. the paint, wallpaper, and other finish treatments.
  2. the carpeting.
  3. the window treatments.
  4. the central vacuum *systems*.
  5. the *household appliances*.
  6. *recreational facilities*.

## 11. INSULATION AND VENTILATION

### 11.1 The *inspector* shall:

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

### 11.2 The *inspector* is NOT required to:

- A. disturb insulation or vapor retarders.
- B. determine indoor air quality.

## 12. FIREPLACES AND SOLID FUEL BURNING APPLIANCES

### 12.1 The *inspector* shall:

- A. *inspect*:
  1. the *system components*.
  2. the vent *systems*, flues, and chimneys.
- B. *describe*:
  1. the fireplaces and *solid fuel burning appliances*.
  2. the chimneys.

### 12.2 The *inspector* is NOT required to:

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

## 13. GENERAL LIMITATIONS AND EXCLUSIONS

### 13.1 General limitations:

- A. Inspections performed in accordance with these Standards of Practice
  1. are not *technically exhaustive*.
  2. will not identify concealed conditions or latent defects.

## GENERAL LIMITATIONS AND EXCLUSIONS 13.1, continued

- B. These Standards of Practice are applicable to buildings with four or fewer dwelling units and their garages or carports.

### 13.2 General exclusions:

- A. The *inspector* is not required to perform any action or make any determination unless specifically stated in these Standards of Practice, except as may be required by lawful authority.

- B. *Inspectors* are NOT required to determine:

1. the condition of *systems* or *components* which are not *readily accessible*.
2. the remaining life of any *system* or *component*.
3. the strength, adequacy, effectiveness, or efficiency of any *system* or *component*.
4. the causes of any condition or deficiency.
5. the 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. the market value of the property or its marketability.
10. the advisability of the 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.
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 methods utilized to control or remove suspected hazardous substances.
14. the operating costs of *systems* or *components*.
15. the acoustical properties of any *system* or *component*.

- C. *Inspectors* are NOT required to offer:

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

- D. *Inspectors* are NOT required to operate:

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

- E. *Inspectors* are NOT required to enter:

1. any area which 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. the *under-floor crawl spaces* or attics which are not *readily accessible*.

- F. *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. *systems* or *components* which are not *installed*.
3. *decorative items*.
4. *systems* or *components* located in areas that are not entered in accordance with these Standards of Practice.
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.

- G. *Inspectors* are NOT required to:

1. perform any procedure or operation which 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. move suspended ceiling tiles, personal property, furniture, equipment, plants, soil, snow, ice, or debris.
3. *dismantle* any *system* or *component*, except as explicitly required by these Standards of Practice.

# Glossary of Italicized Terms

## *Alarm Systems*

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

## *Architectural Service*

Any practice involving the art and science of building design for construction of any structure or grouping of structures and the use of space within and surrounding the structures or the design for construction, including but not specifically limited to, schematic design, design development, preparation of construction contract documents, and administration of the construction contract

## *Component*

A part of a *system*

## *Decorative*

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

## *Describe*

To *report* a *system* or *component* by its type or other observed, significant characteristics to distinguish it from other *systems* or *components*

## *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 and routine homeowner maintenance

## *Engineering Service*

Any professional service or creative work requiring engineering education, training, and experience and the application of special knowledge of the mathematical, physical and engineering sciences to

such professional service or creative work as consultation, investigation, *evaluation*, planning, design and supervision of construction for the purpose of assuring compliance with the specifications and design, in conjunction with structures, buildings, machines, equipment, works or processes

## *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 *readily accessible systems* and *components* 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 which will likely involve risk to persons or property

## *Readily Openable Access Panel*

A panel provided for homeowner inspection and maintenance that is 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*

To communicate in writing

## *Representative Number*

One *component* per room for multiple similar interior *components* such as windows and electric outlets; 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

## *Significantly Deficient*

*Unsafe* or not functioning

## *Shut Down*

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

## *Solid Fuel Burning*

### *Appliances*

A hearth and fire chamber or similar prepared place in which a fire may be built and which 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* which is judged to be a significant risk of personal 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" ("Romex"), "armored cable" ("bx") or "knob and tube", etc.



# ASHI<sup>®</sup> 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.