



212 Ironwood Drive, Suite D #123
Coeur d'Alene, ID 83814
(208) 765-TRUE (8783)
www.TrueNorthInspections.com
Fax: (877) 856-3889

INSPECTION AGREEMENT

Address Inspected: _____

Name: _____ Phone: _____

Current Address: _____

Email Address (For report delivery): _____

May we provide your Realtor with a copy of the report? No Yes (Realtor name: _____)

The below-signed party (The Client) and True North Inspection Services, LLC (The Company), in consideration of the promises and terms of this contract, agree as follows:

1) SUBJECT HOUSE/BUILDING: The Client agrees to employ the Company to inspect the dwelling located at the detailed address. The inspection shall not include any structure that is detached from the dwelling or building with the exception of one detached garage.

2) FEE: The Client agrees to pay the Company, at or before the time of inspection, for the services verbally agreed upon, unless the Client agrees to and signs an Escrow Billing Agreement.

3) SCOPE OF INSPECTION: The Company will perform a limited visual inspection of the readily accessible areas to identify the general features and major deficiencies of the structure. Included in the general inspection are the foundations and structures, exteriors, interiors, roofing (unless snow-covered), plumbing, electrical, central heating and air conditioning (weather permitting), insulation, and ventilation. Major defects of the building, its components, and equipment which are visually observable at the time of inspection will be reported, where applicable, according to the Standards of Practice of the American Society of Home Inspectors, Inc. (ASHI). Defects or deficiencies not addressed by those standards will not be included in the inspection or report.

4) LIMITATIONS: Any area that is concealed or inaccessible due to soil, vegetation, walls, carpets, ceilings, furnishings, or any other object is not included in this inspection. The inspection does not include destruction testing or dismantling. The Company will not scrape paint or wall coverings, lift floor coverings, or dismantle beyond normal access covers. Other items not within the scope of the inspection include, but are not limited to: design problems and adequacy; operational capacity, quality or suitability for a particular use of items inspected; any and all engineering; test samples/readings; swimming pools or spas; fences; air conditioning (unless the temperature is above 65 degrees F); any heat pump (heat cycles unless below 65 degrees F.; cooling cycle unless above 65 degrees F.); septic systems, wells, sprinklers, and other underground systems; security systems, low voltage lighting, central vacuum systems and equipment; soiled, faded, torn or dirty floor, wall, or window coverings and paint surfaces; and water filter and conditioning systems.

5) LATENT DEFECTS: The Company has no liability for latent defects including, but not limited to, defects that are concealed or otherwise cannot be observed through normal inspection, or revealed through normal equipment operation. Some typical areas that are excluded and not visibly accessible include, but are not limited to: concealed wiring, plumbing, water leaks under bathtubs and stall showers, vent lines, duct work, exterior foundation walls (Below grade or covered by shrubs or wall/paneling, stored goods, etc.), footings, underground utilities or systems, and chimney flues.

6) EQUIPMENT/SYSTEMS: Mechanical devices and structural systems may be functional at the time of inspection and later malfunction. The Company's liability is specifically limited to those situations where it can be conclusively established that, at the time of inspection, an inspected mechanical device or structural component was inoperable, in immediate need of repair, and not performing the function for which it was intended, and that the inspector was negligent in not so reporting.

CLIENT INITIALS _____/_____

COMPANY REP. INITIALS 

7) REPORT: The Company agrees to provide, within a reasonable time, a written report indicating which items were inspected and which items are in need of immediate major repair, or are not performing the function for which they are intended. Items not specifically included in the written report and identified in this agreement are beyond the scope of the inspection and not reviewed. No verbal statements by the inspector shall expand the scope of this agreement, nor shall such statements be relied upon by the Client. The report for radon testing, water testing, as well as any other separate service will be a separate report, provided that such report is ordered and paid for by the Client. The Client agrees to read the entire report and contact the Company for explanation of any items in the report that are not clearly understood. The report is general in nature, and the Client is encouraged to consult independent experts for more detailed assessments or estimates where needed.

8) DUTY OF CLIENT: The building/house, its components and equipment, are to be ready and accessible at the time of inspection. The Client is responsible for seeing that all utilities and pilot lights are on and all equipment operational. The inspector is not obligated to change light bulbs, light pilots, move furniture, obstructions or floor coverings, or remove panels to inspect any part of the building or its equipment.

9) WARRANTY/GUARANTEE: The inspection and report are not, under any circumstances, intended or to be construed or used as a promise, guarantee or warranty, express or implied, regarding: 1) the adequacy, performance, or condition of any inspected structure, item, or system with respect to the actual, present, reported or future use; 2) the fitness for use or habitability of the house/ building, its components, or any equipment therein; 3) compliance or noncompliance with any building, electrical, mechanical or plumbing codes established by municipal ordinance or otherwise in the house/building, systems, or equipment therein; or 4) the value of the premises or the advisability or non-advisability of purchase.

10) USE BY OTHERS: The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the Client. Neither the report, the contents of the report, nor any representation made in the report are assignable or transferable to any other party. The report is the property of the Company, and the Client shall not disseminate without written approval of the Company. At the Client's request a copy may be provided by the Company, for use in the Client's transaction only, to the Client's real estate agent. The Client agrees to indemnify and hold harmless the Company, its principals, agents, and employees for all costs, expenses, and legal fees incurred and arising out of any legal proceedings brought by any third party who relied on representations made in this inspection report.

11) COMPLAINTS/NOTICE TO COMPANY: If a problem should develop regarding the services provided, the Client agrees to notify the Company within two (2) business days and to allow the Company five (5) business days to respond. If the problem has not been resolved within the time set forth above, and the Client desires to make a formal complaint, the Client shall send a written complaint to the Company fully describing which items are involved and the nature of the problem. The Client agrees not to disturb, repair, or have repaired any systems or items related to the complaint, except in the case of emergency or to reduce or stop injury or damage to persons or property. The disturbing or repair of the systems or items shall constitute a waiver of any and all claims against the Company. The Client agrees to allow the Company to examine, upon reasonable notice, the items involved in the written complaint prior to repairs or replacements being made. All complaints must be reported to the Company within one (1) year of the date of inspection. The Company's liability for errors or omissions is limited to the fee paid for the inspection and report.

12) SEVERABILITY: If any portion of this agreement is found invalid or unenforceable by any court of qualified jurisdiction, the remaining provisions shall remain in force between the parties as if the invalid or unenforceable portion did not exist.

13) MODIFICATION: This agreement represents the whole and entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties.

14) DISPUTE RESOLUTION: Any dispute shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the recognized arbitration association except that the arbitrator shall be familiar with the home inspection industry. The Client agrees to pay all legal expenses and reasonable compensation for loss of time that may be incurred by the Inspector as a result of legal action by the Client where the Client does not prevail.

Acceptance and understanding of this agreement are hereby acknowledged by:

CLIENT SIGNATURE

PRINT NAME

DATE

CLIENT SIGNATURE

PRINT NAME

DATE



COMPANY REP. SIGNATURE

Daniel Chapleski

NAME

DATE