



## ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS

8. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, toxic drywall, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; 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 system's 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; the condition of systems or components that are not readily accessible, the strength, adequacy, effectiveness and efficiency of any system or component, exact remaining lifetime left of any system or component, exact cause of a condition or deficiency, cost of methods, materials needed for correction, future conditions the may lead to failure of systems and components, suitability of the property for any specialized use, market value of the property, advisability of whether to purchase the property or not, presence of any diseases or plants that may be harmful to humans or animals/ pets, the effectiveness of any system or methods installed to control or remove suspected hazardous materials, operating system costs, acoustical properties of any system or component, inspection of outbuildings, any manufacturer specifications, recalls, and 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. 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/Province law. Furthermore, any legal action must be brought within 180 days (6 months) 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. This inspection does not include a review of the property for compliance with regulatory requirements (Virginia Uniform Statewide Building Code or their codes, regulations, laws, ordinances, etc.)

14. My company uses a third party to store the report information and it will be kept private. Please note that this third party company is Home Gauge.

15. Exclusions of systems normally inspected \_\_\_\_\_.

DEFINITIONS 1. Apparent Condition: Systems and components may be 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.

DEFERRED COST - Indicates the component will probably require repair or replacement anytime within five years.

REPAIR - Indicates the component will need repair or replacement due to being deficient.

MAJOR CONCERN – 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.

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

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

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

#### **ADDENDUM TO INSPECTION AGREEMENT**

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.

Client Signature: \_\_\_\_\_ ***(PLEASE ACKNOWLEDGE THE TERMS OF THE AGREEMENT)***