

# AAA CERTIFIED HOME INSPECTIONS, LLC

## THIS CONTRACT LIMITS OUR LIABILITY...PLEASE READ CAREFULLY

**IN CONSIDERATION** of the fee being paid for this inspection, and services being rendered, **AAA CERTIFIED HOME INSPECTIONS, LLC** and the client(s) named herein agree that:

**DEFINITIONS:** When used in this Agreement, the words, "we" and "us" and "our" refer to AAA Certified Home Inspections Company, LLC and it's agents, servants, and employees. The terms "I" "you" and "your" refer to the client(s) named herein.

**GENERAL:** Our inspection is intended to assist you in evaluating the overall condition of the building. It is based on our one-<sup>(Initial)</sup> time observations of the limited visible and apparent condition of the building and its components on the date of the inspection. In the conduct of the inspection, we make no representations regarding latent or concealed defects which may exist. The client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection. Inspections are done in accordance with American Society of Home Inspection Standards. A copy may be obtained at [www.ashi.org](http://www.ashi.org), or from my web site at [www.bestkchomeinspector.com](http://www.bestkchomeinspector.com). Our report contains estimates of the age of the building and some equipment; predictions about the remaining life expectancy are not possible. Our report is not fully exhaustive, nor does it imply that every component was inspected or every possible defect was discovered. If the property contains a number of like-type items, such as windows, electrical outlets - a representative sample of each may be inspected. Any opinion concerning such like-type items will be based upon such representative sample and you rely on that opinion at your own risk. If the property is occupied, we do not move furnishings to gain access. Your inspection report may not contain an actual picture of every defect found.

**ROOF INSPECTION:** The roof may have been inspected only from grade level in order to avoid damage to the roofing materials and/or risk to the inspector which may result if the inspector walks upon the roof. Unless there has been a recent heavy rain, it is impossible to detect a roof leak; it is possible that minor leaks may go undetected unless it is actually raining at the time of the inspection. A roof can begin to leak at any time.

**CRACKS OR BULGES IN WALLS:** Our report is limited to a description of the visual condition of the walls observed during the inspection. Often, the critical question in evaluating the significance of a crack or bulge in a wall is whether the condition has existed for a considerable time without significant change, or whether movement is still occurring. It is impossible to determine this in a single inspection, in many cases it is desirable to monitor the crack or bulge over a period of time (at least a year) to determine whether or not the condition is stable. If movement is detected, the advice of a professional engineer should be sought.

**FOLLOWING THE INSPECTOR:** AAA Certified Home Inspections, LLC encourages all of its clients to be present during the inspection. However, there are dangerous areas of the home that the client should not attempt to follow the inspector into. These areas include, but may not be limited to, the attic, roof, and crawlspaces. We advise that you should not attempt to follow the inspector into these areas, or other areas where the inspector informs you it is not safe. Should you disregard this advice, by signing this agreement, you agree to hold harmless AAA Certified Home Inspections, LLC and its inspectors for any damages, injuries, or death sustained by you or any bystander. Roofs, attics and crawlspaces are dangerous and severe injury or even death can occur if you follow an inspector into these areas. You enter these areas at your own risk and by signing below agree to take full responsibility for your actions should an accident occur, regardless of fault. Clients agree not to use any equipment or tools owned and operated by the inspector.

**WHAT WE DO NOT INSPECT:** This inspection does not include components not normally visible or obstructed at the time of the inspection and components not mentioned in the report are specifically excluded from the inspection and report. We do not bore, pry, or otherwise invade any physical structure. The customer acknowledges that the inspector will not observe every square inch of the house and that the inspector could fail to see or note a defect. Cosmetic items including, but not limited to, paint, other finished treatments, floor coverings, minor cracks in wall or windows and window treatments are excluded. Other items the inspection will not cover are underground utilities, wells/springs, solar systems, underground items, elevators, environmental hazards, playground equipment, security systems, central vacuum systems, detached structures, fences, defects unobserved, swimming pools, water conditioning equipment, private waste water systems, underground fuel tanks, plants, foliage, trees, other landscaping items, docks, state of the art equipment, underground sprinkler systems, adequacy and/or efficiency of heating/cooling systems/distribution through the house, building code violations, geological stability or soil conditions, structural stability or engineering analysis, dry rot, thermostatic and time clock controls or heat exchangers. The inspection and report does not address and is not intended to address the possible presence or danger from any potentially harmful substances and environmental hazards, including but not limited to lead, urea formaldehyde, toxins, carcinogens, mold, mildew, radon, asbestos, flammable substances, and contaminates in soil, water or air.

**ANCILLARY SERVICES:** This contract covers ancillary services only if you have initialed that section on the last page of this <sup>(Initial)</sup> contract. Ancillary services shall be governed by the term of this contract. Ancillary services available include wood destroying insect inspection, radon testing, pool/spa inspections, and mold testing. If contracted, our termite inspection is based on a visual inspection of readily assessable areas. Hidden damage may be concealed. We do not and can not guarantee or warranty that the structure is free from wood destroying insects or of wood destroying insect damage. Infestation and/or damage that was concealed and then uncovered due to storage removal, furnishing removal, remodeling, construction and/or any other type of finished surface work is expressly excluded.

**ARBITRATION:** Any dispute concerning the interpretation of this agreement or arising from this inspection and report shall be resolved between the parties by arbitration administered by the American Arbitration Association under its construction industry arbitration rules. The arbitrator selected shall be from the home inspection industry. The arbitrator shall conduct summary judgement motions and enforce full discovery rights as a court would as provided in civil proceedings by state code. In any arbitration or legal action in which we are found to be without fault, you agree to reimburse us for any attorney's fees, filing fees, or incidental costs incurred in our defense of the proceeding inspections.

**PRE-CLOSING WALK-THROUGH:** You should conduct a Pre-Closing Walk-Through just prior to the closing and transfer of the title. It is important that you take advantage of this opportunity to re-check the entire building, paying particular attention to the plumbing, heating, mechanical, and electrical systems to make certain that they are in normal operating condition at that time. Changes may occur in any property between the time of our inspection and the time of the closing. Problems can develop in both occupied and unoccupied buildings. The Pre-Closing Walk-Through Checklist is included in your three-ring binder. Your failure to conduct and return a Pre-Closing Walk-Through with the checklist we provided relieves us of all liability for any damages you sustain as a result of our negligence, fault and/or failure to adequately perform under this contract.

**POST-CLOSING RE-INSPECTION OPTION:** If a problem develops, you agree to contact us in writing by certified mail within 10 days to discuss it and give us an opportunity to re-inspect the home. Your failure to notify us in writing and to allow us an opportunity to re-inspect the home immediately after the discovery of a problem relieves us of all liability for any damages you sustain as a result of our negligence, fault and/or failure to adequately perform under this contract.

**LIMITATION OF LIABILITY AND LIABILITY PERIOD:** Once you meet the conditions of the Pre-Closing Walk-Through and <sup>(Initial)</sup> Post-Closing Inspection Procedures, our liability for any damages you sustain as a result of any of our negligence, fault, and/or failure to adequately perform under this contract shall be limited to the amount of the fee paid for the inspection under the terms of this contract. Any action arising from this contract or from the inspection report and brought under the Arbitration provision of this contract must be commenced within one (1) year from the date of the inspection. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights and claims based there on. **This time period is shorter than provided by law.**

**CONFIDENTIALITY:** This contract is a personal agreement between you and AAA Certified Home Inspections, LLC. <sup>(Initial)</sup> No person other than you has the right to rely on the contents of this contract or report for any reason whatsoever. You understand that the services are being performed (and the report is being prepared) for your sole, confidential and exclusive benefit and use. The report, or any portion thereof, is not intended to benefit any person not a party to this agreement, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction ("third party"). If you directly or indirectly allow or cause the report or any portion thereof to be disclosed or distributed to any third party, except where required by law, you agree to indemnify, defend, and hold us harmless for any claims or action based on the services or the report brought by the third party. By initialing in the margin of this section you authorize us to distribute copies of the report to the real estate agent(s) or attorneys directly involved in this transaction, who are not intended beneficiaries of the report.

**HOMEOWNER WARRANTY:** If the property is being sold with a homeowner warranty, all claims must be filed against the warranty rather than the inspection company. If no home warranty is included, warranties are available through your agent. In an attempt to present the property for sale in its best light, sometimes information, either intentionally or unintentionally, will be embellished or presented inaccurately. In cases of deception or misrepresentation of the facts, all claims must be filed against those persons making such statements, and this company will be held harmless. To help protect yourself from such a situation and the potential for expensive out-of-pocket repair costs, you should have a complete Property Disclosure Statement from the seller.

**TEAM OF EXPERTS INSPECTION OPTION:** An alternative Team of Experts Inspection Option is also offered by us. This inspection by a team of experts may include, but not necessarily be limited to, a licensed roofing contractor, a licensed electrical contractor, a licensed plumbing contractor, a licensed HVAC contractor, and a licensed structural engineer, as well as an inspection by AAA Certified Home Inspections, LLC. We will then compile the separate reports of the team members and make the final report available to you at a base price of \$5,500.00. This inspection will need to be scheduled at least 14 days in advance. The home must be vacated and we must have unobstructed access to the home for a period of 5 consecutive days in order to perform this inspection. Written permission must be obtained from the owner(s) and provided to us, by you, for the vacation, access and performance of the necessary forensic investigation of the property.  
Do you want a **TEAM OF EXPERTS INSPECTION** at the base price of \$5,500.00? (Circle One) YES NO

**ACCEPTANCE OF INSPECTION REPORT:** You agree that your acceptance of the inspection report shall constitute your voluntary acceptance of all terms, conditions and limitations of the contract. You agree that where certain terms of the contract are automatically modified or voided as provided for under state law, the remaining terms of the contract shall continue to operate in full force and effect. I agree to read the entire report. We urge you to call us at any time for an explanation of any items in the report that you do not fully understand.

**IF THIS IS A JOINT PURCHASE, YOUR SIGNATURE REPRESENTS FULL AUTHORITY TO SIGN FOR ALL PARTIES. I HAVE READ, UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS INCLUDED IN ALL PAGES OF THIS CONTRACT WITH AAA CERTIFIED HOME INSPECTIONS, LLC.**

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

Client Signature: \_\_\_\_\_ Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

Inspection Property Address: \_\_\_\_\_

REPORT NO.: \_\_\_\_\_ BY: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

Base Fee \$ \_\_\_\_\_

**ANCILLARY SERVICES**

Termite \$ \_\_\_\_\_ (Initial) \_\_\_\_\_  
Radon \$ \_\_\_\_\_ (Initial) \_\_\_\_\_  
Pool/Spa \$ \_\_\_\_\_ (Initial) \_\_\_\_\_  
Mold \$ \_\_\_\_\_ (Initial) \_\_\_\_\_  
Other \$ \_\_\_\_\_ (Initial) \_\_\_\_\_

TOTAL \$ \_\_\_\_\_ PAID IN FULL (Date): \_\_\_\_\_ Check # \_\_\_\_\_ Credit Card \_\_\_\_\_ Cash \_\_\_\_\_

**AAA CERTIFIED HOME INSPECTIONS, LLC • 3300 DALE AVE., SUITE 201 • SAINT JOSEPH, MISSOURI 64506**

Please fax this agreement back to us at 816.232.3706