

Piping Rock LLC. dba PRW Home Inspections
HOME INSPECTION AGREEMENT

Inspection / Agreement Date _____

Inspected Property Address: _____

Client Name _____

Client Address _____

Client's Phone _____ Client's Email _____

Home Inspection Fee \$ _____ Form of Payment _____

Client requests a copy of the report be sent to: _____

CLIENT HAS CAREFULLY READ THE FOLLOWING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT

PRW HOME INSPECTIONS, INSPECTOR
MD LICENSE # 31037 VA CERTIFIED # 3380 000461

CLIENT OR REPRESENTATIVE

The Parties, Piping Rock LLC. dba /PRW Home Inspections, hereinafter called INSPECTOR, and CLIENT understand and voluntarily agree in good faith to the following:

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Minimum Standards of Practice for Maryland Licensed Home Inspectors as stated in the Code of Maryland Regulations (COMAR 09.36.07) posted at <http://www.dllr.state.md.us/license/law/reahilaw.shtml> . The CLIENT understands that the Maryland Minimum Standards of Practice contain **limitations, exceptions, and exclusions**.
3. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon – a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in a separate writing, CLIENT understands that INSPECTOR will **NOT** test for **compliance** with applicable **building codes** or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.
4. The inspection and report are for the use of CLIENT only. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties.
5. INSPECTOR'S inspection of the property and the report are in **no** way a **guarantee** or **warranty**, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law.
6. INSPECTOR assumes **no liability** for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be **limited to** liquidated damages in an amount equal to the **fee paid** to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (if) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
7. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

Piping Rock LLC. dba PRW Home Inspections HOME INSPECTION AGREEMENT

8. If any court declares any provision of this Agreement invalid, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change shall be enforceable against any party unless it is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after **90 days** from the date of the inspection.
9. **Payment** of the fee to INSPECTOR is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.
10. This Agreement is not transferable or assignable.
11. **Arbitration.** Any dispute concerning the interpretation of this agreement or arising from the Inspection and Report, shall be resolved by **binding, non-appealable** arbitration administered by Construction Arbitration & Mediation Services (www.buildingdisputes.net) under its rules and procedures for the Arbitration of Home Inspection Disputes. The decision of the arbitrator will be **final** and judgment on the Award may be entered in any Court of competent jurisdiction.

Exclusions and Limitations

The following items are beyond the scope of investigation of the standard home inspection and are not included in the written report.

Exterior Items:

All detached buildings on the property; soil conditions; ground water levels or contamination; grading and surface drainage; fences; landscaping and trees; all in ground or above swimming pools and equipment; retaining walls; public utility lines; buried utility lines; on site sewage treatment systems; drinking water wells; water treatment systems; hot tubs or spas; storm water management systems; subsurface soil conditions; underground irrigation systems; underground fuel storage tanks; antennas or satellite dishes; pest infestation; electromagnetic radiation; lead paint; mold; mildew; asbestos or other environmental health hazards; exterior lighting systems and electric lines; recreational playground equipment; property boundaries; zoning; or building setbacks; and driveways, walkways and curbs in the public right away.

Interior Items:

Fire sprinkler systems; solid fuel burning or wood burning stoves; interior chimney flue liners; central vacuum systems; elevators; intercom systems; indoor air quality; security alarm systems; air and water filters or treatment systems; dehumidifiers and humidifiers; sewer ejector pits and pumps; pest infestation; radiant heating systems buried in floors, walls or ceilings; shower pans; solar heating systems; solar electric systems; sauna and stream baths; skylights; removable/portable air conditioners; self cleaning oven cycles; oven temperature control accuracy; removable microwave ovens; adequacy or energy efficiency of any system or equipment; mold; fungi; pollen; pet dander; radon gas; carbon monoxide; lead-based paint; asbestos; urea-formaldehyde; electro-magnetic radiation, or any other environmental health hazard.

Any comments regarding excluded systems and items are for information only and are not part of the inspection.

Limitations:

The purpose of the written report is to inform the client of visually observed structural, mechanical, and electrical deficiencies and does not include cosmetic, aesthetic, or maintenance items.

The inspector will not enter any area or perform any procedure which may damage the property or its components, or which may be dangerous to the inspector or to other persons.

The inspector will not climb onto a roof surface that is unsafe or not readily and safely accessible from a **12 foot ladder**. If the roof is not accessible, the visual evaluation of roof surface, chimneys, gutters, and flashings will be made from the ground level with the aid of binoculars.

Weather conditions on the day of the inspection can limit the visual inspection or mechanical evaluation of exterior surfaces, heat pumps, and air conditioning equipment.

Windows, doors, hardware, window screens, electric outlets, lights and switches; cabinets/countertops, insulation type and depth; mortar, masonry, siding, ceramic tile, paint and caulking; and roof coverings – are **randomly sampled** or checked, but not all such items will be individually inspected.

The inspector will not move personal property, dismantle, or use destructive means to gain access to a system, component, or part of dwelling.

The home inspector has the right to make additions and/or changes to the home inspection report for a period of 48 hours after the client's receipt of the report. Any changes will result in a new **revised report** that will be sent to the client.