



INSPECTION AGREEMENT

Inspector's Name: Jeffrey R. Pike

NH License #: 00363

Company: **Chestnut Home Inspection, LLC**
 Address: **30 Priscilla Lane Londonderry, NH 03053**
 Telephone #: **(603) 716-7116** Email: **jpike@chestnuthomeinspection.com**

Client Name: _____ Report #: _____
 Address: _____ Town: _____ State: _____ Zip Code: _____

Standard Inspection Fee	\$
Additional Fee:	\$
Additional Fee:	\$
Total Inspection Fees	\$

The **Client** and **Chestnut Home Inspection, LLC** of 30 Priscilla Lane Londonderry, NH 03053, agree to the terms and conditions set forth below.

SCOPE OF INSPECTION: The **Client** authorizes **Chestnut Home Inspection, LLC** to perform a standard home inspection at the following address:

STREET ADDRESS

TOWN, STATE, ZIP CODE

By providing a standard home inspection, **Chestnut Home Inspection, LLC** intends to provide the **Client** with an evaluation of the general condition of the dwelling. The inspection is a visual inspection of the building including its components and apparent overall condition on the date of inspection only. The inspection is limited to readily accessible area of the building and improvements. Data collected for the report as a result of the inspection is not intended to make any representation regarding latent or concealed defects that may be present. No warranty or guarantee is intended, expressed or implied on any system, equipment or component.

LIMITS OF INSPECTION: The inspection is not intended to be an all inclusive exhaustive search of every minor problem that can exist in a home. The inspection and subsequent report resulting from the inspection cannot precisely and completely assess the risk, detect all flaws, predict every occurrence, or make any assurances whatsoever. The inspection and subsequent report are not intended to reflect the value of the home and are not intended to provided any advice on whether or not to purchase the property. The **Client** acknowledges that **Chestnut Home Inspection, LLC** is not insuring against any deficiencies or defects not stated in the inspection report that may be discovered by the **Client** after the inspection. The inspection and subsequent report cannot identify problems or conditions that are out of view of the visual inspection or that have been hidden or purposely covered.

Client Name: _____

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WEATHER LIMITATIONS: Weather conditions limit the extent of the inspection. Snow cover and rain limit roof inspection and access. Snow cover also limits the inspection of landscaping, walks, driveways, grading, and drainage. Dry conditions limit the ability to determine moisture, leakage, and seepage in the dwelling. Dry conditions also limit the ability to determine flood conditions in and around the dwelling. Heating systems may not be tested during hot conditions. Cooling systems cannot be tested when the external temperature has fallen below 65 degrees Fahrenheit within the past twenty four hours.

EXCLUSIONS FROM INSPECTION: The inspection is a non-intrusive inspection. The inspector will not cause intentional damage by poking holes in walls and ceilings, and/or tear up or move carpeting or rugs. The inspector will not move insulation or vapor barriers, remove ceiling panels, move furniture, appliances, debris, personal belongings, clothing, or breakable items. The following items are beyond the scope of the inspection unless otherwise specifically stated: wells, septic tanks and systems, below ground fuel storage tanks, above ground fuel storage tanks, wood stoves, portable heating equipment, window air conditioners, solar heating systems, fire sprinkler or irrigation systems, condition of underground drains, concealed systems, water treatment or softener equipment, underground utilities, playground equipment, security systems, intercom systems, stereo systems, telephone systems, telephone lines, antennas, pools, spas, saunas, leakage from pans or stalls, elevators, sheds or other outbuildings, recreational equipment or facilities. The home inspection is not a building code inspection. Additional items beyond the scope of the inspection are: roof not accessible by a twelve foot ladder, slippery, snow covered, brittle (including but not limited to slate or wood shingled roof) or dangerous roof; attics or crawl spaces with limited or no access; thermostat(s) and timer(s) accuracy across a range; oven temperatures, chimney interiors; equipment that has been shut off but is still connected to utilities; equipment that has been drained, tagged or otherwise rendered inoperative; intermittently occurring problems including but not limited to leakage or seepage occurring only under unusual weather conditions. This inspection and report does not address nor does **Chestnut Home Inspection, LLC** warrant against the possible presence or dangers of mold, asbestos, radon gas, lead paint, urea formaldehyde, lead and/or other contaminants in drinking water, toxic or flammable chemicals electromagnetic fields, water or airborne diseases or illnesses and any other similar or potentially harmful substances. **Chestnut Home Inspection, LLC** suggests the **Client** contact an appropriate expert and/or government agency concerning these issues.

RANDOM SAMPLES: Certain items such as receptacles, switches, fixtures, windows, doors, hardware, screens, cabinets, countertops, mortar, masonry, paint, and caulk condition are randomly sampled for testing and inspection.

MANUFACTURER RECALLS: **Clients** are encouraged to research home appliances, systems and components for manufacturer recalls prior to the purchase of the home. **Chestnut Home Inspection, LLC** is not responsible for notifying **Clients** of recalled appliances, systems or components.

RE-INSPECTION: Re-inspection of any component or area of the dwelling due to weather restrictions, utility shut-off, or any other reason is beyond the scope of this inspection. Re-inspection may be scheduled at a later time for an additional fee.

PARTICIPATION: **Client** is encouraged to participate in the inspection and do so at his/her own risk. **Chestnut Home Inspection, LLC** assumes no liability for any personal injury, property damage, or any other damages that may result from **Client** participation. The **Client** assumes all responsibility for incomplete or inaccurate information for non-participation.

RIGHT TO ENTER: The **Client** warrants all necessary arrangements have been made with the selling party for **Chestnut Home Inspection, LLC** to enter and inspect the property described in the contract.

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THIRD PARTY DISCLOSURE: The **Client** acknowledges that this report is for the confidential use of the **Client**. The **Client** consents and authorizes **Chestnut Home Inspection, LLC** to disclose information in the report to any third party relating to the transaction. The **Client** agrees to indemnify and hold **Chestnut Home Inspection, LLC** harmless for any damages and/or expenses, to include attorneys fees, involved in defense of any claim made by a third party as the result of services rendered under this contract.

LIMITATION OF LIABILITY: The **Client** agrees that **Chestnut Home Inspection, LLC** total liability is limited to the cost of the inspection for any mistakes, omissions, or errors of any kind.

DISPUTE RESOLUTION: **Clients** who feel there has been an error, omission, or deficiency in the inspection or report preparation must notify **Chestnut Home Inspection, LLC** in writing of the nature and extent of the problem within five business days of discovery and make the property available for re-inspection. Repairs, alterations, or replacement of alleged faulty or defective equipment or components prior to the notification of **Chestnut Home Inspection, LLC**, voids the **Client's** right to file a claim under this contract and relieves **Chestnut Home Inspection, LLC** of any and all liability for such claim. If either party makes a claim against the other relative to this contract, the **Client** and **Chestnut Home Inspection, LLC** both agree to submit the dispute to the American Arbitration Association and use as a gauge of performance, the "Standards of Practice" set forth by the American Society of Home Inspectors. Arbitration will take place at the property by a qualified solicitor or attorney. **Client** must initiate the proceeding within one year of the date of this contract. If the **Client** initiates and pursues a claim against **Chestnut Home Inspection, LLC** for any alleged error, omission, and/or deficiency and fails to prove the claim, the **Client** agrees to pay all reasonable costs, fees, legal expenses and all other costs associated with the action incurred by **Chestnut Home Inspection, LLC** in defense of the claim.

SEVERABILITY: If any tribunal or other legal entity having jurisdiction over such matters determine that any portion of this contract is void or unenforceable, that tribunal or legal entity shall enforce the remainder of this contract as if the unenforceable portion did not exist. The **Client** requests that the address described above, be inspected in the manner as outlined herein.

PAYMENT OF FEES TO CHESTNUT HOME INSPECTION, LLC: Payment of Total Inspection Fees are due at the conclusion 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, the person signing this Agreement on behalf of such entity does personally guarantee payment of the fee by the entity.

The **Client** has carefully read, understands and agrees to be bound by the terms of this contract and is signing this contract of his/her own free will.

Chestnut Home Inspection, LLC: _____

DATE: _____

Client(s) Signature: _____

DATE: _____

DATE: _____