

INSPECTION AGREEMENT

123 Main Street, Anywhere, VA April 14, 2011

Report No. 1281, v.0

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PARTIES TO THE AGREEMENT

Company

Old Dominion Home Inspection Inc
344 Maple Avenue West, Suite 326
Vienna, VA 22180

Client

(Client Name)

This is an agreement between (Client Name) and Old Dominion Home Inspection Inc.

PLEASE READ CAREFULLY BEFORE SIGNING.

The Inspection of this property is subject to the Limitations and Conditions set out in this Agreement. It is based on a visual examination of the readily accessible features of the building. The Inspection is performed in accordance with the Standards of Practice of The American Society of Home Inspectors. A copy of these Standards is available for your review at [click here](#)

The Home Inspector's report is an opinion of the present condition of the property. The Inspection and report are not a guarantee, warranty, or an insurance policy with regards to the property.

The inspection report is for the exclusive use of the client named above. No use of the information by any other party is intended or authorized without our prior, written consent.

LIMITATIONS AND CONDITIONS OF THE HOME INSPECTION

These Limitations and Conditions explain the scope of your Home Inspection. Please read them carefully before signing this Agreement.

The purpose of your Home Inspection is to evaluate the general condition of a property. This includes determining whether systems are still performing their intended functions.

There are limitations to the scope of this Inspection. The Inspection provides a general overview of the more obvious repairs that may be needed. It is not intended to be an exhaustive list. The ultimate decision of what to repair or replace is yours. One homeowner may decide that certain conditions require repair or replacement, while another will not.

1. The Home Inspection provides you with a basic overview of the condition of the property. Because your Home Inspector has only a limited amount of time to go through the property, the Inspection is not technically exhaustive. If you have concerns about any of the conditions noted, please consult the text that is referenced in the report.

Some conditions noted, such as foundation cracks or other signs of settling in a house, may either be simply cosmetic or may indicate a potential structural problem that is beyond the scope of the Home Inspection.

If you are concerned about any conditions noted in the report, we strongly recommend that you consult a qualified licensed contractor or engineering specialist about any condition which gives you concern. These professionals can provide a more detailed analysis of any conditions noted in the report at an additional cost.

2. A Home Inspection does not include identifying defects that are hidden behind walls, floors or ceilings. This includes wiring, structure, plumbing and insulation that are hidden or inaccessible.

Some intermittent conditions may not be obvious on a Home Inspection because they only happen under certain circumstances. As an example, your Home Inspector may not discover leaks that occur only during certain weather

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conditions or when a specific tap or appliance is being used in everyday life.

Home Inspectors will not find conditions that may only be visible when storage or furniture is moved. Inspectors will not remove wall coverings, including wallpaper, or lift flooring, including carpet to look underneath.

A Home Inspection is a sampling exercise with respect to house components that are numerous, such as bricks, windows and electrical receptacles. As a result, some conditions that are visible may go un-reported.

3. The Inspection does not include hazardous materials that may be in or behind the walls, floors or ceilings of the property, whether visible or not. This includes building materials that are now suspected of posing a risk to health such as phenol-formaldehyde and urea-formaldehyde based products, fiberglass insulation and vermiculite insulation. The Inspector does not identify asbestos roofing, siding, wall, ceiling or floor finishes, insulation or fire proofing. We do not look for lead or other toxic metals in such things as pipes, paint or window coverings.

The Inspection does not deal with environmental hazards such as the past use of insecticides, fungicides, herbicides or pesticides. The Inspector does not look for, or comment on, the past use of chemical termite treatments in or around the property.

4. We are not responsible for and do not comment on the quality of air in a building. The Inspector does not try to determine if there are irritants, pollutants, contaminants, or toxic materials in or around the building. The Inspection does not include spores, fungus, mold or mildew including that which may be for example concealed behind walls or under floors. You should note that whenever there is water damage, there is a possibility that visible or concealed mold or mildew may be present unseen behind a wall, floor or ceiling.

If anyone in the home suffers from allergies or heightened sensitivity to quality of air, we strongly recommend that you consult a qualified Environmental Consultant who can test for toxic materials, mold and allergens.

5. Your Home Inspector does not look for, and is not responsible for, fuel oil, septic or gasoline tanks that may be buried on the property.

If fuel oil or other storage tanks remain on the property, and you purchase the home, you may be responsible for their removal and the safe disposal of any contaminated soil. If you suspect there is a buried tank, we strongly recommend that you retain a qualified Environmental Consultant to determine whether this is a potential problem.

6. We will have no liability for any claim or complaint if conditions have been disturbed, altered, repaired, replaced, or otherwise changed before we have had a reasonable period of time to investigate.

LIMITATION OF LIABILITY

The liability of the Home Inspector (and the Home Inspection Company) arising out of this Inspection and Report, for any cause of action whatsoever, whether in contract or in tort, is limited to a refund of the fees that you have been charged for this inspection.

BINDING ARBITRATION

In the event you have a claim or complaint about the performance of the Home Inspection or the Inspection Report, we reserve the right, and by accepting the terms of this Inspection Agreement you agree to either accept a refund in the amount of the fees you were charged for this inspection, or to submit the dispute to binding arbitration under the provisions of the Virginia Uniform Arbitration Act, Section 8.01-581.01 through 8.01-581.016, Code of Virginia (1950, as amended).

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STATUTE OF LIMITATIONS

By accepting this Inspection Agreement you agree that any complaint or claim you have concerning the Home Inspection or the Inspection Report, whether it be in tort or contract, shall be forever barred if not brought within two (2) years from the date of the Home Inspection.

I, **(Client Name) (Signature)** _____, **(Date)** _____, **have read, understood and accepted the terms of this agreement.**