

Home Inspection Agreement

Street Address:

Approximate date of inspection:

Colonia:

Client(s):

City:

Zip:

Realtor (if any):

The Client requests San Miguel Home Inspections to perform a home inspection at the address listed above and grants access to San Miguel Home Inspections who will conduct a professional examination of the conditions of the property on a mutually agreed upon date and subsequently issue a written report and inspection certification.

This contract is an agreement between the Client(s) listed below, and RON SMITH doing business as SAN MIGUEL HOME INSPECTIONS , to perform an inspection of the home or building listed below according to professional industry standards. This contract together with the final inspection report informs you of what a home inspector should report, and what is not expected of the home inspector to report. This inspection is a limited visual inspection as a generalist. Areas that are inaccessible are not part of this inspection including but not limited to: behind walls, furniture, under rugs and floors, inaccessible areas and below soil. The inspector will not move items to gain access. The client signing below assumes all risk for potential problems or conditions including hidden conditions and those areas not accessible to the inspector. The Client assumes all risk for problems noted in this report and understand that further investigation by a qualified professional may reveal additional damage and repairs. Your signature below is your acceptance of these terms and conditions. A home inspection is not technically exhaustive and the inspector does not dismantle or perform testing that is destructive or intrusive. The inspector is limited by this inspection agreement and cannot be expected to find or discover all defects in this building.

The purpose and scope of this inspection is to provide the Client with a better understanding of the property's condition as observed at the time of the home inspection. It will include an inspection of: Structural Components, Exterior, Roofing, Plumbing, Electrical, Heating, Central Air Conditioning, Interiors, Insulation, Ventilation and built-in kitchen appliances.

Our inspection does not include the inspection or any part of testing or determining whether or not these conditions exist such

as: Asbestos, Formaldehyde, Mold or Fungi, Radon or bio-aerosols. Soil or geological conditions are not inspected. Pests or termites or wood eating insects require special inspections however any noticeable insect activity will be noted . Elevators, refrigeration units, security alarms, intercoms, phone, cable, satellite, window treatments or mini-blinds, oven clocks or timers or clean feature, central vacuum or lightning arrestors. SAN MIGUEL HOME INSPECTIONS will not operate heating or cooling systems in temperatures that may cause damage to the unit. We do not inspect heat exchangers (if any) for cracks. The inspector is not required to measure capacities and life expectancy of systems, equipment and appliances, nor discover historical adverse conditions (if any) nor inspect in any area that requires the inspector to wear specialized safety equipment such as harnesses, respirators and hazardous material suits of any kind. The inspector will not inspect nor test for fuel leaks and hidden water and sewer leaks but will report on any leaks that can be seen either directly or by noting indirect signs such as water stains on walls that indicate the presence of a leak or water intrusion. Plumbing and electrical must be turned "on" for the inspection of these areas and components. Well or spring systems, pressure, depth, water level or condition is not part of this inspection. Furnaces, must be "on" or capable of being turned on by using normal operating controls. Pilot lights must be "lit" in order to inspect these components or systems (i.e. gas fireplace, wall heaters). Automatic pilot lighters (electric sparks) on gas log sets and space heater will be turned on but if pilots do not immediately light for whatever reason the test will be suspended and noted. SAN MIGUEL HOME INSPECTIONS Inspection does not inspect for code compliance or ordinances, adherence to subdivision rules and regulations, nor conformance with regulations of any governing body having jurisdiction over the property.

The home inspection report is an "opinion" of SAN MIGUEL HOME INSPECTIONS. Our interpretation of what is good or fair, may be different than yours. Our purpose is to determine whether or not a system or component (electrical, heating, visible structure etc) is functioning for which it was intended. We are not responsible to determine all that may be wrong with that system or component, just whether or not a second opinion is needed, such as a licensed electrician or plumbing contractor, or any specialist for a particular field or trade. They determine what steps are necessary to correct any problem encountered and any costs associated with those corrections. Their troubleshooting may reveal additional items not mentioned in this report. It is up to the Client who will be the person signing this contract to seek qualified specialists to investigate further any item or component that is commented on in the inspection report.

We are not responsible for items mentioned in this report. We do not warrant nor do we guarantee any items or opinions described on this report. This inspection is to reduce the risk of finding potential problems, not to eliminate them. We are not a home

warranty company nor do we carry insurance on warranty claims. The limited liability of the inspector and SAN MIGUEL HOME INSPECTIONS and the inspection report to the Client, spouse, executors or heirs or administrators are limited to a refund of the fee paid for the inspection and report.

The Inspection Report shall be considered the final and exclusive findings of the Inspector regarding this San Miguel Home Inspection. Client shall not rely on any oral statements made by the Inspector prior to or incident to issuance of the written Inspection Report. The Client understands that San Miguel Home Inspections will conduct an inspection of all accessible components of the property and report on the general condition of these components. All the provisions, limitations, exceptions and exclusions of this agreement shall apply to any optional services that Client requests and Inspector provides unless specifically waived by San Miguel Home Inspections

Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, and assigns however this Agreement may not be enforced by or on behalf of any alleged third party beneficiary. This Agreement and the printed terms, descriptions, conditions, limitations, exceptions and exclusions contained in the printed Inspection report constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a mutual written agreement signed by the Client and the Inspector. No oral agreements, understandings, or representations shall in any way modify this Agreement.

San Miguel Inspections, Ron Smith

Property Inspection Fee:
Additional Fees:
I.V.A :
TOTAL:

Client acknowledges that he/she/they have read and understood all the terms, conditions and limitations of this Agreement. The Client agrees to be bound thereby, and in consideration for the services provided by Inspector, the Client agrees to pay the Property Inspection Fee listed above prior to receiving the report. Client specifically acknowledges and agrees to the mediation, arbitration, waiver of jury trial, waiver of consequential and punitive damages, and liquidated damages provisions hereof.

Client X _____
Client X _____

Date: _____
Date: _____

Inspector X _____

Date: _____

SPECIAL COMMENTS: