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# Buyers Home Inspection Service, Inc.

440-243-7166

Thomas A. Gaba

[www.buyershomeinspector.com](http://www.buyershomeinspector.com)

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT... PLEASE READ CAREFULLY.**

**Client:**

**Report #:** .

**Subject Property**

**Address:**

**City/State/Zip:**

I/We (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by Buyers Home Inspection Service, Inc., (Inspector), for my/our sole use and benefit. I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have.

**Initial Here** \_\_\_\_\_

**In Consideration of the mutual covenants and promises contained herein, it is agreed among the parties as follows:**

**1. Inspection.** Inspector hereby agrees to conduct an inspection of the property on \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ at \_\_\_\_\_ a.m. / p.m. Client hereby agrees to pay the Inspector **at the time of the inspection** a sum of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for such inspection.

**THIS REPORT IS NOT TRANSFERABLE. THIS REPORT IS NOT INTENDED AS A HOME WARRANTY OR GUARANTY**

**The Inspection and Report will not be disclosed to, or discussed by the Inspector to any and all third parties not bound by this agreement unless required by law.** Initial here \_\_\_\_\_ for those to receive written or verbal information: B-Agent \_\_\_ S-Agent \_\_\_ Seller \_\_\_ Bank \_\_\_ Insurance \_\_\_ Others \_\_\_\_\_.

**EACH Reinspection dates are at additional fees.**

The "Inspection" is completed at the property and reported in writing. The term "Report" as known in this agreement means it contains recommendations and remarks about to the subject property. Any oral representations are not to be relied upon nor form a part of the report. *We encourage your attendance and participation and sincerely wish you not delegate this responsibility to another.*

**The Client acknowledges that the inspection pertains only to those conditions that are observable on the property and is limited to visual observations of the apparent conditions as existing on the day and time of the inspection only.** Latent, concealed and hidden defects and deficiencies are especially excluded from the inspection. Equipment items and systems will not be dismantled, nor furniture, appliances, or storage be moved to conduct this inspection. The standards of conduct of the inspection are governed by the "**Standards of Practice and Code of Ethics**" of **'THE AMERICAN SOCIETY OF HOME INSPECTORS, INC.'**, whose terms are incorporated hereby by reference. Client acknowledges that they have been provided a copy of the Standards of Practice.

**The Inspection and Report do not address and are not intended to include** Opinion of Structural Stability of Home, possible presence of or danger from any potentially harmful substances or environmental hazards, including but not limited to radon gas, lead paint, asbestos, mold, urea formaldehyde, toxic or flammable materials. Also excluded from the inspection are refrigerators, freezers, remote overhead door transmitters/receivers, floor appliances, water conditions, swimming pools, spas, tennis courts, playground equipment, or other recreational or leisure appliances, self cleaning or continuous-cleaning ovens, microwave appliances, furnace heat exchanges, private water supply or waste treatment equipment. Nor does it address the presence of insects, including, but not limited to termites, ants, fleas, cockroaches, bees, wasps, mites, ticks, flies,, etc. Property structures or land twenty feet (20') beyond home, excluding a garage or carport. **It is strongly recommended any or all of these items be tested, for or evaluated by a qualified license contractor.**

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**2. WRITTEN INSPECTION REPORT.** A written report of the inspection shall be furnished to the Client by Inspector within a reasonable time after completion of the inspection and Client acknowledges that such a report is in no way a written Warranty or Guarantee of the condition of the property, but only a summation made by the Inspector. All photographs take by the Inspectors are property of the Buyers Home Inspection Service, Inc. The Buyers Home Inspection Service, Inc. and or its agents reserve the right to produce and insert addendum pages to this inspection property report at anytime after the initial inspection and report, prior to any complaints logged against the Buyers Home Inspection Service, Inc., and or its agents.

**3. DISCLAIMER OF WARRANTY.** IT IS UNDERSTOOD AND AGREED BY THE PARTIES THE INSPECTOR IS NOT AN INSURER AND DOES NOT INSURE AGAINST DEFECTS IN THE PROPERTY INSPECTED. INSPECTOR MAKES NO GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED, INCLUDING A WARRANTY OF MERCHANT ABILITY OR FITNESS OF USE AS TO THE CONDITION OF THE PROPERTY.

**4. LIMITATION OF LIABILITY.** THE PARTIES AGREE THAT BUYERS HOME INSPECTION SERVICE, INC., AND OR ITS AGENTS OR REPRESENTATIVES ASSUME NO LIABILITY OR RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECTS OR DEFICIENCY. THE PARTIES FURTHER AGREE THAT BUYERS HOME INSPECTION SERVICE, INC., ITS AGENTS OR REPRESENTATIVES BE FOUND LIABLE FOR LOSSES OR DAMAGE RESULTING FROM FAILURE TO PERFORM, WHETHER BASED IN TORT OR CONTRACT, THE LIABILITY OF THE BUYERS HOME INSPECTION SERVICE, INC., ITS AGENTS OR REPRESENTATIONS SHALL BE EQUAL TO THE SUM PAID FOR THE INSPECTION. IT IS FURTHER UNDERSTOOD THAT NEITHER BUYERS HOME INSPECTION SERVICE, INC., ITS AGENTS OR REPRESENTATIVES ARE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

**5. STATUTE OF LIMITATIONS .** Any claim must be presented to the Inspector within one year from the date of the inspection. any claims presented one (1) year after the date of the inspection will be time barred and Inspector, its agents or representatives, shall assume no liability.

**6. REINSPECTIONS.** Reinspection will be performed under guidelines of this contract at a mutual date for Inspector and Client to attend. A list of items to be inspected will be provided by the Client to the Inspector for review prior to the reinspection. All items to be reinspected are to be performed by a qualified license contractor, with dated legible copy of the work receipt to accompany reinspected items to be retained by the Inspector. **Each reinspection date will require a separate fee payable at time of inspection.**

**7 ENTIRE AGREEMENT & AMENDMENTS.** This agreement constitutes the entire agreement between Client and Inspector. All prior statement and representations whether made prior or during the inspection, shall be merged into the written Agreement and Report and superceded thereby. Any additional inspections are to be performed subject to the terms and conditions of this Agreement, except for charges for additional inspections.

**8. GOVERNING LAW.** This contract shall be governed by and construed according to the laws of the State of Ohio.

**9. ARBITRATION PROVISION.** Any dispute between the parties, including their agents, representatives and/or employees, whether in tort or in contract, shall be settled through arbitration before the **American Arbitration Association. The Standards of Practice of the American Society of Home Inspectors** shall be the standards used to arbitrate and dispute. In the event of an unsubstantiated claim or dispute against the Buyers Home Inspection Service, Inc. and or its agent, the Plaintiff in the case shall reimburse the Buyers Home Inspection Service, Inc. for any and all legal fees and an initiation of a counterclaim maybe filed.

**EXECUTED AS OF THE DATE WRITTEN AND THE SIGNATURE HERE IN ACKNOWLEDGES THAT EACH PARTY HAS READ THE FOREGOING AGREEMENT ITS TERMS AND CONDITIONS.**

TIME START: \_\_\_\_\_ a.m. / p.m. TIME STOP: \_\_\_\_\_ a.m. / p.m. Initials for time here \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**BASIC INSPECTION FEE:**  
**Total Inspection Fees:**  
**Additional Services:**

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Payment: \_\_\_\_\_