

# CONTRACT PROVISIONS

\*\*\* THIS IS A LIMITED INSPECTION \*\*\*

PLEASE READ CAREFULLY

With payment of the inspection fee as consideration, the Client, whose signature appears on this contract ("Client") and The BrickKicker / Mar-Kin's Inspections, LLC ("Inspection Company") agree to the full and complete acceptance of the following Contract Provisions and Conditions (see reverse side).

## INSPECTION

It is our understanding and agreement that this inspection is (a) limited in scope, (b) not a Building Code compliance inspection, and (c) being/was conducted in accordance with all conditions and provisions listed here or on the reverse of this page and are a part of and included with this Property Inspection Report.

## THE STANDARD HOME / BUILDING INSPECTION

The Standard Home/Building Inspection ("Standard Inspection") is a visual, non-invasive examination of the essential external and internal structural components, readily accessible heating, cooling, electrical and plumbing systems of the building as defined under the standards and scope for home inspections established by the American Society of Home Inspectors (ASHI) or the National Association of Home Inspectors (NAHI). The Standard Inspection is performed by a generalist who will report the conditions and symptoms observed, but not the cause or remedy.

In the Standard Inspection the inspector will: observe the structural components of the house and garage, wall cladding and trim, roofing, flashing, chimney exterior, decks and balconies. The inspector will operate permanently installed heating systems using normal controls, the central cooling system when weather permits, plumbing fixtures, built-in appliances and a representative number of electrical outlets, doors, and windows. The inspector will also generate a Property Inspection Report addressing those items covered by the Standard Inspection.

In the Standard Inspection the inspector will not: remove floor or wall coverings, move furniture or stored items, open walls or perform any type of destructive testing. The inspector will not dismantle equipment, operate shut-off valves, engage pilot lights or inspect systems that have been shut down. Additionally, the inspector will not inspect items inaccessible because of soil, vegetation, walls, floors, carpets, furnishings or household belongings, water, ice, snow, or other conditions that would be a danger to the inspector. The inspector will not render an opinion or generate a Property Inspection Report addressing those items that are beyond the scope of the inspection.

## THE COMPREHENSIVE HOME / BUILDING INSPECTION

The Comprehensive Home/Building Inspection ("Comprehensive Inspection") is conducted by a team of professionals, requires approximately eight hours to complete and requires a second day visit. A Comprehensive Inspection will automatically require a seven to ten day lead time. The Comprehensive Inspection covers all the elements of the Standard Inspection and additionally includes: electric circuit load analysis, heat distribution by volume analysis, in-depth inspection (which requires dismantling) of furnaces, boilers, heat pumps, central air conditioners. It will also include: heat loss surveys, video cams of main sewer lines and chimneys, and full operational testing of windows, doors, electrical outlets, switches and fixtures. The Comprehensive Inspection is much more costly than the Standard Inspection (a minimum \$3,500 fee will be charged) and requires the Client's execution of a separate contract distinct from this contract.

Inspection fee: \$3,500.00 minimum (This service must be scheduled separately.)

## ACCEPTANCE OF THE STANDARD HOME / BUILDING INSPECTION

By virtue of your marked acceptance and initials below, you acknowledge the following:

- You understand the difference between the Standard Home/Building Inspection and the Comprehensive Home/Building Inspection;
- You understand that the Comprehensive Home/Building Inspection is more costly than the Standard Home/Building Inspection; and
- You agree that the inspection you are contracting for is the Standard Home/Building Inspection, and not the Comprehensive Home/Building Inspection.

\* Subject to inspector's on-site review **Inspection fee\*** \$ \_\_\_\_\_

**Accepted with Client's or Client Agent's Initials:** \_\_\_\_\_

## ENVIRONMENTAL & ADDITIONAL SERVICES

As part of the document selection that accompanies every inspection report prepared by the Inspection Company, there will be a reference to the environmental and safety concerns of Lead, Asbestos, Radon Gas, Carbon Monoxide, Molds and Mildew. Although testing or inspecting for any of the above services is beyond the scope of the Standard Home/Building Inspection, The Inspection Company may offer testing or inspections of the following elements for an additional charge independent of the Standard Home/Building Inspection. Services accepted are priced below:

- Radon \$ \_\_\_\_\_
- Termite \$ \_\_\_\_\_
- Other \_\_\_\_\_ \$ \_\_\_\_\_
- Other \_\_\_\_\_ \$ \_\_\_\_\_

**Total Environmental and Additional Services:** \$ \_\_\_\_\_

**Accepted with Client's or Client Agent's Initials:** \_\_\_\_\_

## FINAL WALK-THROUGH

The inspection recites the condition of the property AT THE TIME OF THE INSPECTION ONLY and is not a substitute for the Client's responsibility to perform a complete and thorough pre-settlement walk-through. A non-exhaustive final walk-through checklist is provided as part of the Inspection Report documents for the Client's use. The Inspection Company accepts no responsibility for the final walk-through unless the Inspection Company performs the final walk-through. A final walk-through may be performed by the Inspection Company, at the Client's request, and arranged for an additional fee to be described in a space above.

## LIMITATIONS / USE OF INSPECTION REPORT AND RELATED SERVICES

The inspection findings, any reporting and/or testing results rendered or described above are performed and prepared for the confidential and exclusive use and possession of the Client and are NOT intended to provide complete information about the home/building. Neither the inspection findings, any reporting or testing results should be solely relied upon and/or used to make decisions as to whether or not the home/building should or should not be purchased. The inspection findings, any reporting or testing results are the sole property of the Client and are not transferable to any other party. **Disclosure:** The Seller may be required to disclose certain issues to the Buyer. Any issues previously disclosed should be considered by the Buyer and communicated to the Inspection Company prior to the above services being performed.

**Total Fee – All Services**

\$ \_\_\_\_\_

**PAYMENT IS REQUIRED  
AT THE TIME OF SERVICE.**

*Please make check payable to:*

**The BrickKicker**

I understand this inspection is being conducted solely for my purposes and use and is not transferable. I agree to the Contract Provisions and Inspection Contract Conditions (on reverse), and acknowledge my responsibility to thoroughly read and carefully interpret the inspection report and its accompanying material. Additionally, I authorize, upon request, disbursement of the inspection report and any accompanying materials or documents to those parties designated as my agent or representative pertaining to the transaction associated with this address.

\_\_\_\_\_  
Address of Inspection

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Date

The BrickKicker, by: \_\_\_\_\_  
Agent / Inspector

\_\_\_\_\_  
Date

**CONTRACT IS SUBJECT TO BINDING ARBITRATION.**

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PLEASE READ CAREFULLY

# INSPECTION CONTRACT CONDITIONS

1. This inspection (a) is limited to the major systems of the building and improvements, (b) renders only the opinion of the inspector and (c) is based upon items readily accessible and observable. This inspection is essentially visual, not technically exhaustive and, in some instances, only provides for sample testing. It does not imply that every defect will be discovered. The Client agrees to accept all risks that are concealed from view, inaccessible to the inspector at time of inspection, or excluded from inspection by the terms and conditions of this agreement. The scope of this contract does not include any of the building's systems, structures, or components which are inaccessible, concealed from view, or which cannot be inspected due to circumstances beyond the control of inspector. It is understood the inspector will not perform invasive testing or examinations, or move furniture or fixtures in order to conduct the inspection.
2. This Property Inspection Report recites symptoms observed, but does not conclusively establish the cause of any such symptom or defect; such cause(s) can only be determined by further detailed investigation. IT IS FULLY UNDERSTOOD AND AGREED that any such investigation and determination is beyond the scope of this inspection. The Client acknowledges that observations communicated to the Client during the course of the inspection, or findings included in the Property Inspection Report, which may be outside the scope of the Standard Home/Building Inspection, are not to be construed to establish a standard or imply an expanded scope of the inspection. Any such observations or findings are offered merely as additional information.
3. The Client acknowledges what is being contracted for is a building inspection and not an environmental evaluation and the inspection is not intended to detect, identify, alert, or disclose any health or environmental concerns regarding the building(s) and/or adjacent property, including, but not limited to, the presence of asbestos, radon, lead, urea formaldehyde, fungi, mold, conditions related to mold, bio-organic growth, conditions related to animals, rodents, insects, wood-destroying insects or organisms, pathogenic organisms, PCB's, or any other toxic materials or substances contained in the water, air, soils, or building materials or products. All of the foregoing items are outside the scope of the services provided under this contract, unless otherwise agreed to in writing and signed by both parties.
4. The Client understands and agrees that it would be extremely difficult to determine the actual damages that may result from an inspector's failure to properly perform duties under this contract. As such, it is agreed that the liability of the Inspection Company arising out of this inspection and subsequent Property Inspection Report shall be limited to actual damages, or equal to the inspection fee charged, whichever is less. IT IS AGREED THAT THIS IS AN ADEQUATE LIQUIDATED DAMAGE AND IS IN NO WAY INTENDED AS A PENALTY, ADMISSION OF NEGLIGENCE OR DEFAULT SETTLEMENT. THE CLIENT UNDERSTANDS AND AGREES THAT ACTUAL DAMAGES, OR EQUAL TO THE INSPECTION FEE PAID, WHICHEVER IS LESS, IS THE CLIENT'S SOLE AND EXCLUSIVE REMEDY NO MATTER THE THEORY OF LIABILITY UPON WHICH THE CLIENT SEEKS RECOVERY. Moreover, as a condition precedent to pursuing any claim against the Inspection Company arising out of this inspection or subsequent Property Inspection Report, no matter the theory of liability, the Client must first provide written notice of the claim to the Inspection Company within 90 days from the date of the inspection or 30 days after taking possession of the property, whichever is later. Inspection Company must be allowed to re-inspect the subject property to investigate the claim, BEFORE ANY REPAIRS ARE MADE, except in an emergency, prior to any resolving action. THE CLIENT UNDERSTANDS AND AGREES THAT FAILURE TO GIVE SUCH NOTICE OR OPPORTUNITY TO REINSPECT AS STATED ABOVE SHALL CONSTITUTE A WAIVER OF ANY AND ALL SUCH CLAIMS.
5. Any dispute, or claim including breach of contract, any form of negligence, fraud, or misinterpretation arising out of, from or related to, this Contract or Agreement arising out of, from or related to the inspection or inspection report shall be submitted first to the Mediation process and absent a voluntary settlement, to be followed by Final and Binding Arbitration, if necessary. Both the mediation and/or arbitration shall be conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC (CDRS); other providers would be considered upon a submitted recommendation. The direct costs of the mediation/arbitration process shall be paid by the Client up to and including the arbitration process. As part of the Arbitration Award, mediation/arbitration expenses, including reasonable attorney fees and insurance policy deductibles shall be allocated as the Arbitrator deems appropriate. The decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court of competent jurisdiction for a period of one year. NOTICE: ALTHOUGH WE HAVE A RIGHT TO LITIGATE DISPUTES AND HAVE A JUDGE OR JURY DECIDE THE DISPUTE(S), WE HAVE AGREED TO RESOLVE DISPUTE(S) THROUGH MEDIATION AND BINDING ARBITRATION AND HEREBY WAIVE OUR RIGHTS TO UTILIZE THE COURT SYSTEM. The absence of Mediation or Arbitration being initiated by either party within one year of the date of the inspection, will be conclusive evidence that the parties agree that the terms of this agreement have been satisfied and any further action is deemed waived and forever barred. \_\_\_\_\_ initials \_\_\_\_\_ initials
6. Anything to the contrary notwithstanding, payment of the inspection fee within ten (10) days of the inspection is a condition precedent to any right or interest in the inspection, or the Property Inspection Report, and to all claims for relief, redress, or damages against the Inspection Company. If any provision of this contract shall for any reason be held invalid or unenforceable (except for the payment provision contained herein), such invalidity or unenforceability shall not affect the other provisions of the contract, and the contract shall be construed as if such invalid or enforceable provision had never been contained in the contract.
7. No representations or warranties have been made concerning the property's conformance with applicable government building codes or The Comprehensive Environmental Response Compensation and Liability Act 1980 ("CERCLA"), as amended, pertaining to environmental hazards. It is agreed that the inspector will not, as part of this inspection, determine compliance with installation guidelines, construction documents, manufacturers' specifications, building codes, local ordinances, zoning regulations, covenants, or other restrictions, including local interpretations thereof. The Inspection Company offers no guarantee or warranty, whether express or implied, as to the future condition of the subject property. THE INSPECTION COMPANY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESSED AND/OR IMPLIED WARRANTIES PERTAINING TO THE PROPERTY'S MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
- The Inspection Company is not an insurer and the Client will obtain from an insurer any insurance the Client desires. The amount the Client pays to the Inspection Company is based entirely upon the services performed by the Inspection Company and the limited liability assumed by the Inspection Company pursuant to this contract is unrelated to the value of the property or the property of others located in the premises. In the event of any loss or injury to person or property, the Client agrees to look exclusively to the Client's insurer to recover any damages. The Client waives all subrogation and/or other rights of recovery against the Inspection Company that any insurer or other person may have as a result of paying any claim for loss or injury to person or property.
8. If any provision of this contract shall for any reason be held invalid or unenforceable (except for the payment provision contained herein), such invalidity or unenforceability shall not affect the other provisions of the contract, and the contract shall be construed as if such invalid or enforceable provision had never been contained in the contract.
9. The parties agree that this contract contains the entire agreement and understanding between the parties and that its terms are contractual in nature and supercede all prior agreements and understandings, whether oral or written, between the parties.

## Homebuyer/Homeowner Concerns

*Beyond The Standard Home/Building Inspection  
The Below Listed Items are Not Included in this Inspection.*

*There are many aspects pertaining to the condition, function and operation of buildings and properties that go beyond the standard home / building inspection scope and procedure. Typically these elements require services of specialists who use highly specialized equipment or professionals such as: engineers, attorneys, researchers or diagnosticians. No list will ever be complete but the items highlighted below serve as a partial list of those items beyond the capacity of our work:*

### PROPERTY

Code or zoning violations  
Permit research, Conditions of title, Value Appraisals  
Property measurement and surveys  
Boundaries, easements or right of way  
Proximity to environmental hazards of any and all kinds  
Noise / interference such as: airplane routes or railroad tracks  
Neighborhood or territorial flood conditions  
Soil and geological conditions of any kind  
Well water systems including quality and quantity  
Underground sewer lines and/or waste disposal systems  
Buried piping or electric wiring  
Cisterns, underground storage tanks  
Fountains, fire pits, barbecues, Lawns and landscaping  
Unattached buildings except primary garage

### MECHANICAL

Adequacy or efficiency of heating and cooling  
Solar heating systems, Radiant heating systems  
Thermostatic or time clock controls  
Water softeners, purifiers or instant heating devices  
Steam baths and saunas  
Gas and water shut-off valves including exterior hose spigots  
Buried piping, Radio controlled devices  
Load of electric circuits wiring hidden from view  
Elevators and lifts, Unique / technically complex systems

### STRUCTURAL

Structural load bearing capacity  
Analysis or cause of structural defects  
Latent or concealed defects  
Probability of continued structural stability

### OTHER

Pools, spas and related elements  
Playground / recreational equipment  
Outbuildings or sheds, Personal property  
Free standing appliances  
Conditions pertaining to animals, pests or rodents  
Wood destroying insects, Odors and noises  
Assessment of environmental hazards of any type  
Child and/or comprehensive safety assessment  
Fire protection, Style, aesthetics or design flaws  
Life expectancy of systems or components  
Repair cost estimates  
Cosmetic features—paint, wallpaper, wall coverings, floor coverings, flooring and paneling

**Other items not listed on the inspection report.**

**THIS IS A  
LIMITED  
INSPECTION**

**The BrickKicker  
Mar-kin's Inspections, LLC  
P.O. Box 8278  
Norfolk, VA 23503  
Telephone: (757) 233-7060**

**THIS CONTRACT  
IS SUBJECT TO  
MEDIATION/BINDING  
ARBITRATION**