

Inspection Contract



THIS AGREEMENT is made this _____ day of _____, 20____, by and between **4-Square Home Inspections, LLC** (hereinafter "**Inspector**") and the undersigned client (hereinafter "**Client**"), collectively referred to herein as "the parties". The parties understand and voluntarily agree as follows: Inspection Purchased: (**Check One**) Standard Inspection Premium Inspection Specialty Inspection _____

1. **Inspector** agrees to perform a visual inspection of the home/building and to provide **Client** with a written inspection report identifying the defects that **Inspector** both observed and deemed material. The parties specifically agree that components which are not visually accessible are not within the scope of the contemplated inspection. A home inspection may not find every possible defect. **Inspector** may offer comments as a courtesy, but those comments will not comprise the bargained-for report. The contemplated inspection, and any resultant report, is only supplementary to the Transfer Disclosure Statement, which is required by law to be provided by the seller.
2. The address of the property to be inspected is: _____
The fee for the home inspection is \$_____. **Inspector** acknowledges receiving a deposit of \$_____ from **Client**.
3. Unless otherwise inconsistent with this Agreement or not possible, **Inspector** agrees to perform the inspection in accordance to the current Standards of Practice of the State of Wisconsin, posted at <http://www.legis.state.wi.us/rsb/code/rl/r1134.pdf>. **Client** understands that these standards contain certain limitations, exceptions, and exclusions.
4. The inspection and report are performed and prepared for the use of **Client**, who gives **Inspector** permission to discuss observations with real estate agents, owners, repair-persons, and other interested parties. **Inspector** accepts no responsibility for use or misinterpretation by third parties. **Inspector's** inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.
5. **Client** agrees to hold any and all real estate agents or any referee involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the **Inspector** or his employees or visitors or of independent contractors engaged or paid by **Inspector** for the purpose of inspecting the subject home.
6. The parties specifically agree that the contemplated inspection is a "generalist" inspection only; it is not intended to be a "specialist" inspection nor a "code compliance" inspection. The following components, if present in the building to be inspected, will not be evaluated, regardless of their visual accessibility: chimney flues, interior of furnace heat exchangers and air-conditioning coils; subterranean or concealed ducts, pipes, conduits, and those within walls, floors, or ceilings; the slab beneath carpets, waterproof membranes beneath roofs, balconies or shower pans; surfaces and components concealed by furnishings; computerized systems; radio or remote-controlled components; central vacuum systems; alarm, telephone, cable, or intercom systems; private sewage systems, private water supply systems, water softeners, water circulating devices, water filtration or purification devices; automatic sprinklers; hermetic seals of dual-glazed windows, skylights, solar systems; fire- sprinkler systems; shut-off valves that are not in daily use; elevators, dumbwaiters, funiculars or similar mechanical means of transport; saunas, steam showers, humidifiers, electronic air cleaners, in-line duct-motors or dampers; washers and dryers, their valves and drain pipes; condensate pumps; thermostats; timers; clocks; rotisseries; refrigerators; portable or free-standing appliances; retaining walls; landscaping or landscaping items, including decorative and low-voltage lighting, portable spas, fountains and ponds, barbeques, fire-pits, pool-sweep assemblies, in-line chlorinators, or similar devices dispensing bromine or ozone, and the coatings on pools, spas, counter-tops, fixtures, appliances, decks and walkways. **Inspector** does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless **Inspector** holds a valid occupational license, in which case **Inspector** may inform **Client** of such license, and that **Inspector** is therefore qualified to go beyond the contemplated inspection, and for an additional fee, perform additional inspections beyond those within the scope of the inspection. Any agreement for such additional "specialist" inspections shall be in a separate writing, and noted here. Radon test results may be posted on the **Inspector's** website without address information. _____
7. In the event of a claim against **Inspector**, **Client** agrees to supply **Inspector** with the following: (i) written notification of adverse conditions within 14 days of discovery, and (ii) access to the premises. **Client** further agrees that **Client's** agents, or independent contractors will make no alterations, repairs, or replacements to the claimed discrepancy prior to the reinspection by the **Inspector** and/or assigns. **Client** agrees to hold the **Inspector** harmless for any claims relating to conditions that are altered or repaired without said notice and inspection.
8. **Inspector** assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in future. **Client** acknowledges that the liability of **Inspector**, its agents, and employees, for claims or damages, costs of defense or suit, attorneys' fees and expenses, and payments arising out of or related to the **Inspector's** negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the **Inspector**, and this liability shall be exclusive. **Client** waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building, even if the **Client** has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the **Inspector** and **Client**; and (iii) to enable the **Inspector** to perform the inspection at the stated fee.
9. If a dispute arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the *Dispute Resolution Center of the Better Business Bureau of Wisconsin* (DRC/BBB). Mediation will be conducted under the Better Business Bureau Rules of Mediation. If the dispute remains unresolved after mediation, the dispute may be submitted to binding arbitration under the Better Business Bureau of Wisconsin Rules of Arbitration. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which **Inspector** has its principal place of business. In the event that **Client** fails to prove any adverse claims against **Inspector** in a court of law, **Client** agrees to pay all legal costs, expenses and fees of **Inspector** in defending said claims.
10. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of **Inspector** or its agents or employees shall be binding unless reduced to writing and signed by **Inspector**. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors, and assignees. **Client** shall have no cause of action against **Inspector** after one year from the date of the inspection.
11. Payment of the fee to **Inspector** (less any deposit noted above) is due upon completion of the on-site inspection. **Client** agrees to pay any legal and time expenses incurred in collecting due payments, including attorneys' fees, if any. If **Client** is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guarantee payment of the fee by the entity. A \$50 processing fee may be charged for checks returned by the bank for non-sufficient funds (NSF checks). Payment is required before the inspection report is released. Interest of 1-1/2% per month will be charged beginning 10 days after the invoice date for payments not received.
12. **Client** agrees to receive and participate in periodic marketing, newsletters, and other electronic communications from **Inspector**. **Client** will always have the ability to opt-out and have their information and details removed upon request. Full last names will not be used without the **Client's** consent. Information collected is for the sole use by the **Inspector**. No information will be sold or released to any third parties. **Client** agrees to create an account at <http://www.sheboyanhomeinspector.com> to retrieve their Home Inspection Report. **Be sure to add greg@4squarehi.com to your approved contacts or your inspection report notification may end-up in your SPAM folder.**

Client HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Inspector has my permission to share the report with (*Initial appropriately*). **Client** may share this report with whomever **Client** chooses.
Listing Agent: _____ Selling Agent: _____ Other (Who): _____ Initials: _____

Signed: _____ Date: _____ Signed: _____ Date: _____

Print name: Gregory A. Liebig WI License No: 1955-106 Client (Print name): _____