



LATOSKY INSPECTION COMPANY

STANDARD INSPECTION AGREEMENT

Please Read Carefully.
Please Complete this Agreement
And **RETURN ALL SIX** Pages to
Latosky Inspection Company
Via Fax or Mail.

Parties:

The Client(s) (Enter Your Name(s) Here)

Agree(s) to employ **Latosky Inspection Company** (The Company) to provide real estate inspection services as set forth below.

Address of Property to Be Inspected: (Enter Address Here)

Date of Inspection: (Enter Date Here)

Check All That Apply:

- Home Inspection
- Radon Test
- Septic Inspection
- Wood Destroying Insect Inspection
- Well Flow Test
- Water Quality Test

Note: Structures detached from the house are not inspected, unless noted otherwise in the inspection report.

Fees: *The Client agrees to pay The Company, at or before the time of the inspection, the total fees, as discussed when the inspection appointment was scheduled.*

Phone: 1-877-301-3552

Fax: 1-877-821-5463

latosky@yahoo.com

www.latoskyinspection.com

28 Braddock Street, Houtzdale, PA 16651

Inspection :

The Company agrees to conduct an inspection for the purpose of informing the customer of **major deficiencies** in the condition of the property. The inspection and report are performed for the sole, confidential and exclusive use and possession of the Client. The written report will describe the condition of the following items, using a sampling method where applicable:

- Structure
- Electrical
- Plumbing
- Heating and Air Conditioning (Weather Permitting)
- Interior
 - Ceilings
 - Walls
 - Floors
 - Windows
 - Insulation
 - Ventilation
- Exterior
 - Roof
 - Gutter
 - Chimney
 - Drainage
 - Grading

It is understood and agreed that this inspection will be of readily accessible areas of the house or building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent, concealed, future and hidden defects and deficiencies are excluded from the inspection. Equipment and systems will not be dismantled.

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Exclusions from the Inspection:

The inspection and report do not address, and are not intended to address, the possible presence of or danger from any potentially harmful substances and environmental hazards including, but not limited to:

- Radon gas
- Air and Water Quality
- Pollutants
- Lead paint
- Asbestos
- Mold
- Urea formaldehyde
- Toxic or flammable chemicals
- Water and airborne hazards
- Soil contamination or geological stability

Also excluded are inspections of and reporting on:

- Detached buildings
- Elevators
- Swimming pools
- Spas, hot tubs or saunas
- Playground equipment or any recreational or fitness equipment or facilities
- Irrigation systems
- Underground tanks, wells and springs
- Septic systems
- Underground piping (sewer, water, drain, gas, etc.)
- Radio controlled devices
- Burglar, fire or other alarm or security systems
- Fire and safety equipment or fire suppression systems
- Sprinkler systems
- Solar heating systems
- Central vacuum systems
- Water softeners or water treatment systems
- Freestanding or installed appliances
- Pest infestation

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Maintenance and other items or issues may be discussed during the inspection and in the written report, but they are not part of the inspection. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

Home Inspection Law

The Home Inspection and this Agreement comply with and reflect the provisions of Act 114, Section 75, known as the Pennsylvania Home Inspection Law. The Client acknowledges and agrees that the purpose and scope of the Home Inspection of the Property by the Inspection Company is to discover readily visible, apparent or obvious Material Defects at the time of the inspection and assist the Client in evaluating the overall condition of the Property and provide an inspection report describing the Material Defects according to the Standards of Practice and Code of Ethics of a Pennsylvania State compliant National Home Inspection Association*. A Material Defect is defined as follows: "A problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to the people on the property. The fact that a structural element, system or subsystem is near, at or beyond the end of its normal, useful life is not, by itself, a Material Defect."

*Scott Latosky of Latosky Inspection Company is a member of the American Society of Home Inspectors (ASHI), as well as a member of the National Association of Certified Home Inspectors (NACHI). For more information about ASHI, or to view ASHI's Standards of Practice, please visit ASHI on the web at www.ashi.org. For more information about NACHI, or to view NACHI's Standards of Practice, please visit NACHI on the web at www.nachi.org.

Not a Warranty

The Home Inspection and/or the Inspection Report do not constitute and shall not be considered to be a warranty, either expressed or implied, concerning the present or future condition of the Property, the presence or absence of latent, future or hidden defects that are not reasonably ascertainable in a competently performed home inspection, or the remaining useful life of any system or component of the property.

The Home Inspection and/or the Inspection Report cannot and will not be used as a guarantee regarding the adequacy, performance or condition of any inspected structure, item or system. The Company is not an insurer of any inspected conditions.

Not an Appraisal

This Home Inspection is not to be construed as an appraisal and may not be used for any such purpose.

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Independent Contractors:

The Company may, as is deemed necessary in its sole discretion and as a convenience to the customer, contract the services of independent parties in order to conduct a radon gas test, a wood destroying insect inspection, a septic inspection, or any other service provided that such test and/or inspection was elected by The Client. It is understood that the relationship between The Company and any such third party is that of an independent contractor only. Said third party shall not be considered an agent or employee of The Company and the manner and means of performing the respective test and inspection are subject to the sole control of the contracted party.

Non-Transferability:

The inspection and report are performed and prepared by The Company for the sole, confidential and exclusive use and possession of The Client only. Neither the report, the contents of the report, nor any representation made herein are assignable or transferable without the expressed written permission of The Company. The Client agrees to indemnify and hold harmless The Company for all costs, expenses and legal fees incurred and arising out of any legal proceedings brought by any third party who claims he/she relied on representations made in the inspection report and was damaged thereby.

Problems:

The parties agree that The Company's liability for any claim which may arise out of the performance of this Agreement shall be limited to the actual damages sustained only, which shall be The Client's sole and exclusive remedy against The Company or its agents and employees. Any claim arising from this Agreement or the inspection report issued by The Company shall be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (the "AAA").

In the event that a problem should arise in connection with the services rendered by The Company to The Client regarding the inspection and report, The Client agrees to notify The Company of the problem by telephone, within two (2) business days of discovering such problem, and to allow The Company five (5) business days to respond. The Client agrees not to disturb or repair or have repaired any items related to the complaint, except in the event of an emergency, or to protect for personal safety, or to reduce or avoid damage to property. This is a condition precedent to any claim The Client may have against the Company. Notwithstanding the above requirements, The Client must make a formal written demand, stating the nature of the dispute and the damages sought, with any office of the AAA within one (1) year after the date the report is delivered from The Company to The Client.

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