



Valley Home Inspection

Specialists in Pre-Purchase Real Estate Inspections

Toll Free Phone/Fax 866-673-8000

P.O. Box 154 Caldwell, ID 83606

www.BoiseInspector.com

**THIS IS A LEGALLY BINDING HOME INSPECTION CONTRACT.
PLEASE READ IT CAREFULLY**

With your authorization, **Valley Home Inspection** will conduct a property inspection in accordance with the standards established by the American Society of Home Inspectors which is recognized by State Legislature and referenced in The Business and Professions Code, a copy of which is available at www.ashi.org. The inspection is not a substitute for the Transfer Disclosure Statement, which is required by civil code. This is a generalist inspection completed in a limited amount of time. It is not a code-compliance inspection, and does not include any research, such as that necessary to establish boundaries, easements, or the issuance of permits and certificates of occupancy. Also, it does not include any warranty or guarantee, nor is it as comprehensive as that which would be conducted by specialists. Therefore, please be aware of the following limitations of this inspection. It does not include any specialized procedures, such as those to determine relative floor elevations, or those necessary to determine the presence of any environmental contaminants, such as electromagnetic radiation, radon, methane, formaldehyde, asbestos, lead, or airborne spores, and it is not an inspection of or for the following: geological or soil conditions; engineering analysis or stability; retaining walls; termites, dry rot, fungi, or other wood destroying or wood boring organisms or insects; pests or rodents; private septic or sewage systems; private water supply systems; water circulating devices; water softeners; water filtration or purification devices; shut-off valves that are not in daily use; solar systems; the hermetic seal of dual-glazed windows or skylights; radiant heat systems; radio-controlled systems; computerized systems; fire-sprinkler systems; central vacuum systems; alarm, telephone, cable, or intercom systems; elevators; saunas, steam showers; humidifiers; electronic air-cleaners; condensate pumps; clothes dryers; washing machines and their valves, connections or drain lines; refrigerators, or free-standing appliances; thermostats; timers; clocks; rotisseries; the self-cleaning cycle of ovens; landscaping, or landscape items, such as decorative lighting, fountains and ponds, barbecues, and fire-pits; and pool-sweep assemblies; in-line chlorinators, or similar devices dispensing bromine or ozone.

Similarly, we do not guarantee the integrity of, nor tacitly endorse, any un-permitted areas, additions, or modifications, which could include latent defects, or any item or component that may have been subject to recall, nor can we guarantee the year-round performance of air-conditioning systems, or inspect or endorse any concealed areas such as: the slab or the flooring beneath floor carpets; the interior of chimneys; the waterproof membrane beneath roofs, balconies, decks, and shower pans; furnace heat exchangers, commonly known as fireboxes; air-conditioning coils; in-line motors or dampers; obstructed switches and outlets; and ducts, pipes and conduits concealed within walls, floors, and ceilings, nor do we evaluate the coatings on pools, decks, walkways, countertops, fixtures and appliances. What we provide is a report of the general condition of a property at a given point in time, based on a conscientious but essentially visual inspection that may include recommendations for a specialist evaluation and any consultation that may be deemed necessary. We also reserve the right to amend the report within twenty-four (24) hours after completing the inspection.

The inspection report to be prepared for you, the client is solely and exclusively for the clients information and may not be sold to or relied upon by any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly

involved in the transaction, but the client and Inspector do not in any way intend to benefit from said seller or the real estate agents directly or indirectly through this Agreement or the inspection report. Client agrees to indemnify, defend, and hold inspector harmless from any third party claims arising out of the client's unauthorized distribution of the inspection report.

In conclusion, you are agreeing that should a dispute arise from this inspection and report, or the interpretation thereof, that you will only undertake emergency measures and will not alter, repair, replace, correct, or modify any disputed component or condition without first giving **Valley Home Inspection**, or its representatives, the right to re-inspect. Furthermore, you are agreeing that you will first attempt to resolve any dispute informally and that your dispute must be in writing and include a signed copy of this agreement. However, should our attempt to informally settle any dispute fail, you agree to submit the dispute to binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Incorporated, and that the decision of the appointed arbitrator shall be honored and entered in any Court of competent jurisdiction as being legal and binding on both parties.

Our liability to you for claims arising from our inspection or our report, whether sounding in tort or contract, is limited and will not exceed the lesser of actual damages or three (3) times the inspection fee. Your time to file any complaint, dispute or legal action against Valley Home Inspection or its inspectors is limited to one (1) year from the time the inspection was performed even if you do not discover the defect until after that time. This time is shorter than the law otherwise provides.

If you are dissatisfied with the terms of the contract, or the quality of the inspection, you may return the report within five business days, which will nullify the inspection, and the contractual responsibilities of both parties and **Valley Home Inspection** will refund the full amount of the inspection fee.

AUTHORIZATION

I, _____, have carefully read and understood this contract

PRINTED NAME

and agree to the terms and conditions therein, for the fee of, \$ _____.00

Current Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

Email address: _____

Inspection Address: _____

I, the client acknowledge that I have read and understood all the terms, conditions and limitations of this contract and voluntarily agrees to be bound thereby and agrees to pay the fee listed above.

Client: _____ Date: _____

Signature

Agent Signature: _____ Date: _____

Signature of agent on behalf of Client with clients' permission

Inspector: _____ Date: _____

Signature