



**BUILDING INSPECTION AUTHORIZATION AND AGREEMENT
THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY**

PARTIES: The parties to this Building Inspection Authorization and Agreement are: _____ of C.V. Nguyen & Associates, Inc. (hereinafter “Inspector”), and _____ (hereinafter “Client”).

SUBJECT: Inspector agrees to conduct a limited, visual inspection of the property located at _____.
This inspection shall be conducted on or about ____/____/____ for a fee of \$_____.

ACCEPTANCE OF THIS AGREEMENT: This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, agents, and representatives of any kind whatsoever. This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement. This Agreement is incorporated with the Inspection Report to be prepared by Inspector. Said report is to be prepared for the sole and exclusive use of Client and Client’s agent. Anyone executing this agreement on behalf of a buyer or seller of the subject property certifies that he/she is duly authorized by the Client to do so and is bound to deliver to Client the report incorporated herewith along with a copy of this agreement, which shall be binding on the Client. The undersigned have read this agreement and understand and accept all of the terms and conditions thereof, whether executed prior to or subsequent* to the Home Inspection. We also agree to pay the fees listed.

BY:
INSPECTOR _____ CLIENT _____

Date: _____ Date: _____

*Client has executed this agreement subsequent to the Home Inspection and Initials hereby agrees to be bound by the terms and conditions of this Building Inspection Agreement and Authorization.

SCOPE OF INSPECTION: The inspection of the subject property shall be performed by Inspector for the Client. The purpose of the inspection is to identify and disclose to the Client MAJOR DEFICIENCIES AND DEFECTS OF THE SYSTEMS AND COMPONENTS OF THE SUBJECT PREMISES, WHICH ARE EXISTING AND VISUALLY OBSERVABLE AT THE TIME OF THE INSPECTION. The Inspection Report shall provide the Client with a better understanding of the property conditions as observed at the time of the home inspection. Although minor problems may be mentioned as a courtesy, the report will not attempt to list them all. The inspection will consist of only a visual analysis of major systems and components of the property and comment on those that are in need of immediate repair, replacement, or further evaluation by a specialist. The inspection is not technically exhaustive. The Inspection Report contains information that may or may not be mentioned or discussed during any verbal discussion of the findings of the Inspector. It is agreed that no claim shall be made against Inspector for any verbal representations, which are inconsistent with or not contained in the Inspection Report.

PLEASE READ THE REPORT CAREFULLY.

This Home Inspection does not, and is not intended to constitute Home Warranty coverage. _____(initial)

LIMITATIONS OF THE INSPECTION: The inspection is limited to readily accessible and visible major systems, components, and equipment located in and attached to the premises. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, wall coverings, floor coverings, ceiling coverings, rugs, carpets, furnishings, or other materials is not to be considered part of this inspection. The Inspector shall have no liability for conditions which are concealed from view or are inaccessible from the Inspector. Weather limitations may affect the extent to which the Inspector may inspect the property, especially in connection with the heating and air conditioning systems. This inspection is not considered to be an expressed or implied guarantee or warranty of any kind regarding the condition of the property, its systems or components. Further limitations described in the report also apply.

INSPECTION EXCLUSIONS: The following items are excluded from any inspection performed by Inspector on the subject property:

1. Hidden or latent defects, or predictions of future conditions or life expectancy of systems or components;
2. The presence of pests, termites, wood damaging organisms, rodents, or insects;
3. Detached buildings, walkways, driveways, fencing, swimming pools, hot tubs, spas, underground plumbing or sprinklers, and other components or structures not attached to the premises (except for parking structures), unless specifically agreed upon in writing by both parties;
4. Testing for the presence of asbestos, radon gas, lead paint, urea formaldehyde, soil contamination, potentially dangerous chemical substances, mold, mildew, algae, bacteria, air quality, water quality or other potential environmental hazards, or damage(s) caused thereby;
5. Building code or zoning ordinance compliance or violation, or the insurability of the property;
6. The adequacy of any design or installation process, or compliance with manufacturer's specifications of any system, component or other feature of the subject property;
7. Structural stability, engineering analysis, geological stability or soil conditions;
8. Window-mount or wall-mount air conditioners or gas-powered air conditioners;
9. The causes of the need for a repair, or the methods, materials and costs of a repair;
10. Building or property measurements, the marketability or market value of the property, or the advisability or inadvisability of purchase of the property;
11. Items specifically noted as excluded or items not specifically identified in the written report;
12. The internal conditions of air conditioning and heating systems or the adequacy of airflow duct work and insulation;
13. Furnace heat exchangers, fireplaces, chimneys or flues, or gas and electrical appliances such as fire pits, barbecues, and outside heaters;
14. Radio or remote controlled devices, alarms, garage door openers, automatic gates, elevators, thermostatic timer controls, dumbwaiters, low voltage electrical systems or other ancillary wiring that is not part of the primary electrical distribution system;
15. Technically exhaustive inspections, evaluations, or tests of any type;
16. The grading of soil or the potential for flooding or holding standing water;
17. Evaluating fire-resistive qualities of any system, structure or component of the building;
18. Private water or private sewage systems or related equipment, such as wells, septic systems, sewage pumps, water softeners, water purification systems, etc.;
19. Electrical load calculations, testing of shutoff valves, testing for gas leaks; and
20. Requirements of Americans with Disabilities Act (A.D.A.). The aforementioned inspection exclusions are based upon the Standards of Practice of the NACHI and general industry standards. It is not intended to be a technically exhaustive list, and additional exclusions may apply.

NOTICE REQUIREMENTS: Client agrees that any claim alleging Inspector's failure to accurately report a visually observable defective condition of the subject property shall be made in writing and delivered to the Inspector within ten (10) business days of the discovery. Client further agrees that, with the exception of emergency conditions, neither Client, nor anyone acting on Client's behalf, will make alterations, modifications, or repairs to the subject of the claim prior to a re-inspection by the Inspector. Inspector agrees to re-inspect the alleged condition within 72 hours of receipt of written notice by Client, exclusive of holidays. Client further

agrees and understands that any failure to notify the Inspector as set forth above, shall constitute a waiver of any and all claims for said failure to accurately report the condition.

ACCEPTANCE OF REPORT AND FEE PAYMENT: The fee for this inspection is considered due at the time of the inspection. If the Client does not attend the inspection, fee is due upon receipt of the inspection report. The written report to be prepared by the Inspector shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. The Client shall not rely on any oral statements made by the Inspector prior to the issuance of the written report.

LIMITATION OF LIABILITY: The liability of Inspector (its principals, agents, employees, successors in interest, or affiliates) in the inspection and report is limited to a refund to the Client of the fee paid for the inspection and report. Client assumes the risk of all losses greater than the fee paid for the inspection and report. Client agrees and understands that this inspection is not a home warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures which may be required by law. Neither Inspector, nor its agents, principals, or employees, shall be liable for any repairs or replacement of any components, systems, structure of the property or the contents therein, either during or after the inspection. Home warranty policies, which include coverage for appliances, electrical, plumbing, heating, etc. are available, if desired by the Client. For further information, contact a licensed real estate professional.

Client agrees and understands that, for the purposes of this inspection, Inspector is acting as a licensed home inspector and not as a professional engineer, or plumbing, electrical, HVAC, or other contractor. This inspection and report is provided as an unbiased opinion, based upon the experience of the individual Inspector. Any recommendation made by Inspector to Client to engage the services of any specialized contractors or engineers for the purposes of inspecting, cleaning, servicing and/or evaluating a specific system, component, and/or structure of the subject property, shall relieve Inspector from any liability to Client for the inspection and report of those components, systems, or structures.

ARBITRATION: Any dispute arising out of the inspection, report or the interpretation of this agreement, except for non-payment of the inspection fee, shall be submitted to final binding arbitration in accordance with the Rules of the American Arbitration Association. The acceptable standard against which the inspection shall be judged is the "Standards of Practice and Code of Ethics" of the National Association of Certified Home Inspectors (NACHI). The decision of the arbitrator shall be final and binding, and judgment on the award may be entered in any Court of competent jurisdiction. The prevailing party shall be awarded all arbitration costs.

STATUTE OF LIMITATIONS: The parties agree that no action may be brought to recover damages against the Inspector or the Inspection Company, or its officers, agents, or employees more than one day after the date of the subject inspection. Time is expressly of the essence herein.

CONFIDENTIALITY OF REPORT: The inspection report is the intellectual property of C. V. Nguyen & Associates, is confidential, and is intended for the exclusive private use of the Client. It is not to be copied or disseminated to any other party without the expressed written consent of C. V. Nguyen & Associates. The use of any and all disclosures contained within the report is specifically restricted to the transaction for which the inspection was performed. The use or reliance upon the report by any other parties, or for any other transactions, is strictly prohibited. C. V. Nguyen & Associates retains all rights to this report.

SEVERABILITY: Client and Inspector agree that should a court of competent jurisdiction determine and declare that any portion of this contract is void, avoidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.