

# 2023 Hammer Home Inspections Certified Home Inspection Agreement

The address of the property is: \_\_\_\_\_.

The fee for the inspection is \$ \_\_\_\_\_.

The inspection will be conducted on \_\_\_\_\_ at \_\_\_\_\_.

Forms of payment excepted are cash, check, credit/debit cards.

CLIENT acknowledges there will be an additional \$5.00 fee for all credit and debit transactions. CANCELLATION FEE may apply when given less than 48-hour notice. See sections 10 & 11.

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Hammer Home Inspections (hereinafter "INSPECTOR") and between \_\_\_\_\_ the undersigned ("CLIENT"), collectively referred to herein as "the parties." The Parties understand and voluntarily agree as follows:

CLIENT understands that under the "We'll Buy Your Home Back" program, InterNACHI purchases the home, not the INSPECTOR. INSPECTOR's role is limited to his/her participation in the "We'll Buy Your Home Back" program, but InterNACHI purchases the home. CLIENT understands INSPECTOR has no obligation to purchase the home under the "We'll Buy Your Home Back" program, and CLIENT's sole remedy for any failure to purchase the home is against InterNACHI. For more information about the "We'll Buy Your Home Back" program visit: <https://www.nachi.org/buy.htm>  
<https://www.nachi.org/buy-legal.htm>

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI") posted at <https://www.nachi.org/sop.htm>. Although INSPECTOR agrees to follow InterNACHI's Standards of Practice, CLIENT understands that these standards contain limitations, exceptions, and exclusions. CLIENT understands that InterNACHI is not a party to this Agreement and has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. Unless otherwise indicated, CLIENT understands that this inspection does not include inspection of crawlspaces or outbuildings. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon - a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in a separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations. The 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

3. The inspection and report are for the use of the CLIENT only, who gives the INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. INSPECTOR'S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, CLIENT understands that such

structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

**4. No warranty, guarantee, or insurance by Hammer Home Inspections is expressed or implied.** This report does not include inspection for MOLD, LEAD or ASBESTOS. This report does NOT include a thorough wood destroying insect inspection (WDI) with form unless otherwise agreed upon by the inspector and client. A basic pest inspection however is included. This covers bees, wasps, and rodents; but is limited and may not reveal all or any indications of past or present pests. Sheds and outbuildings are NOT included in the basic pest inspection.

Wood-Destroying Insect (WDI) POLICY: Unless the CLIENT pays for the additional WDI Inspection the inspector will only note there are signs of pests or WDI, should he happen to stumble upon indications of WDI damage. Paying the additional WDI FEE includes identifying the type of pest or wood-destroying insect (WDI). Further evaluating the home and structures by combing the house thoroughly tapping, probing, and scanning for pests & WDI. Reporting and documenting all visible findings in your home inspection report along with filling out an additional WDI form for your lender and seller to view.

A representative sampling of the building components will be viewed in areas that are accessible at the time of the inspection. No destructive testing or dismantling of components is performed. Not all defects will be identified during this inspection. Unexpected repairs should be anticipated.

5. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR for claims or damages, costs of defense or suit, attorney's fees, and expenses 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. 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.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises for review by the INSPECTOR prior to any alterations or work completed ordered by CLIENT. Failure to comply with either of the above conditions will release the INSPECTOR from any and all obligations or liability of any kind.

7. 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 the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses, and fees of INSPECTOR in defending said claims.

8. If any court declares any provision of this Agreement invalid, 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 shall be binding unless reduced to writing and signed by INSPECTOR. No change shall be enforceable against any party unless it 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.

9. Payment of the fee to INSPECTOR is due on-site upon completion of the inspection in the form of cash, check (made payable to Hammer Home Inspections), debit/credit (\$5.00 card fee applies), or an online invoice will be emailed in which then CLIENT may pay with a debit/credit card (\$5.00 card fee applies) online. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's 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.

10. **CANCELLATION FEE:** Please note that 48 hours written notification is required for all cancellations. The cancellation fee is \$200.00. This fee may be applied if the scheduled inspection is canceled with less than 48 hours written notification. This fee will be issued to the buyer via emailed online invoice.

11. **RESCHEDULING FEE:** Please note that a fee of \$200.00 applies in the event the inspection has to be rescheduled due to a communication issue among CLIENTS, AGENTS, BUYERS, SELLERS, and the INSPECTOR has already shown up to the inspection address. This fee of \$200.00 will be issued to the buyer via emailed online invoice.

12. This Agreement is not transferable or assignable. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

### **WOOD DESTROYING INSECT ADD-ON:**

1. Wood Destroying Insect Inspection: CLIENT understands that this report was not produced by a licensed pesticide applicator. This report documents the inspector's observations in readily accessible areas at the time of the inspection. This report is not a guarantee or warranty as to the absence of wood-destroying insects, nor is it a guarantee that the inspector found all the wood-destroying insects or damage that may exist. Wood-destroying insects may exist in concealed or inaccessible areas.

2. This report is not a structural-integrity report, and there is no warranty, expressed or implied, included with this report. This report provides no assurances with regard to work performed by other companies and/or service agreements/warranties offered by other companies.

3. Owners should try to correct conditions that promote wood destroying insects, including: wood in contact with soil; poor grading and/or drainage; firewood and/or debris stored near or inside the structure; insufficient ventilation; and/or moisture, condensation, plumbing leaks, foundation leaks, roof leaks and/or standing water.

4. Limitations of Liability: The liability of the inspection company, its inspectors or employees, for claims, damages or expenses arising out of the inspection, including errors and omissions in the report, shall be limited to liquidated damages in an amount equal to the fee paid to the inspection company.

5. CLIENT acknowledges that by signing this agreement they have read and understand the Important Consumer Information above and agree to the Limitation of Liability.

## **SEWER SCOPE INSPECTION AGREEMENT:**

1. Sewer Scope Inspection: CLIENT has requested Hammer Home Inspections to perform a Sewer Scope Inspection to inspect the property's building sewer line in order to evaluate its condition and to identify any components that may be in need of cleaning, immediate repair, or further evaluation. CLIENT understands that this inspection and report was not produced by a licensed plumbing contractor. This report documents the inspector's observations at the time of the inspection. This report is not a guarantee or warranty as to the absence of building sewer line defects, nor is it a guarantee that the inspector found all defects that may exist. Sewer line defects may exist in concealed, restricted, or inaccessible areas of the building sewer line.
2. INSPECTOR agrees to perform the sewer scope inspection in accordance with the current Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI") posted at <https://www.nachi.org/sewer-scope-sop.htm>. The Sewer Scope Inspection will include accessing the building sewer line (through a cleanout or roof vent stack should conditions allow) and inserting a camera device or scope into the building sewer line to evaluate its overall condition. The scoping process will be recorded, and a report will be generated to outline what the inspector observed. The report prepared will be based on visual observations and the data collected from the sewer inspection camera equipment. The inspection and evaluation are not intended to be technically exhaustive.
3. No-Warranty Clause, Limitations of Liability, and Exclusions. The sewer scope inspection is intended to reduce risk but cannot eliminate all risk. CLIENT acknowledges that the inspector will not observe every square inch of the sewer system, and may fail to see or note a defect that was concealed, restricted, or inaccessible. Defects may exist that cannot be detected by a sewer camera inspection only. The inspection and inspection report in no way lessen the risk or likelihood of repairs or replacements being needed at any time in the future. The inspection and Inspection Report DO NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY KIND, EXPRESSED OR IMPLIED. The inspector shall not be held liable for the cost of repairing any defects or deficiencies, whether present at the time of the inspection or arising in the future, or for any consequential property damage or bodily injury of any nature. The inspector is not responsible for claims relating to conditions that may be altered or repaired without notice or inspection.
4. Limitations; Backflow Preventer Information. Should the inspector observe a backflow preventer during the sewer scope inspection, the INSPECTOR has the right to decide not to proceed through or pass a backflow preventer as the risk of damaging or losing sewer scope inspection equipment is high. In this event, the INSPECTOR would record and document observations up to the backflow preventer only. The CLIENT understands that they will be only invoiced 50% of the sewer scope inspection fee in this event.
5. CLIENT understands that it is essential that any observations or recommendations made known in the sewer inspection report be further evaluated and quoted by a licensed plumbing contractor prior to the end of the CLIENT'S negotiated inspection period because a plumbing contractor could reveal other issues, defects, or make recommendations of their own for repair and/or replacement during their evaluation.

## **RADON TESTING:**

1. INSPECTOR agrees to perform a radon inspection of the home/building to measure the radon level in the air by the use of a continuous radon monitor. The testing will require a minimum of 48 hours but may take longer. INSPECTOR shall deliver and provide CLIENT with a written radon inspection report identifying the results of such analysis.

DISCLOSURE: Radon is a colorless, odorless radioactive gas that may be harmful to humans. The amount of radon in the air is measured in picocuries of radon gas per liter of air, or "pCi/L." While any radon exposure creates some risk to health, a level of 4 pCi/L or higher is generally considered dangerous by the EPA, which recommends that remedial measures be taken to reduce or eliminate radon from the home/building. For more information about radon please visit <http://www.hammerhomeinspections.com/radon.html>

2. Under this Agreement, INSPECTOR shall only report the results of the radon analysis to CLIENT and INSPECTOR shall in no way be responsible to correct or mitigate radon in the home/building. As a courtesy, INSPECTOR may offer comments related to methods for the mitigation of radon in the home/building, but these comments will not create any obligation of INSPECTOR to develop any mitigation plan or perform the implementation of such plan. Whether or not the presence of radon in the home/building is detected, CLIENT shall be responsible to pay for the bargained-for radon inspection report. The report is only supplementary to the seller's disclosure.

3. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the radon inspection in accordance with current industry standards and the International Association of Certified Home Inspectors standards. The INSPECTOR is an InterNACHI Certified Radon Tester. CLIENT also understands that InterNACHI is not a party to this Agreement and that InterNACHI has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold, lead, or asbestos in conjunction with this radon inspection.

4. The radon 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 radon inspection of the home/building 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 to the fullest extent allowed by law.

5. INSPECTOR assumes no liability for inaccurate data furnished by the outside radon testing laboratory referred to herein. CLIENT agrees to abide by certain instructions provided by INSPECTOR for the proper testing, detection and analysis of radon gas levels in the home/building, and INSPECTOR shall not be liable for any negligence or other interference in this regard by CLIENT or his invitees during the testing period. INSPECTOR shall not be responsible for the cost of developing or implementing a radon mitigation plan, and further shall not be liable for detection of deficiencies, whether patent or latent, not otherwise part of an independent home inspection contract with INSPECTOR, merely as a result of INSPECTOR'S presence at the home/building. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's 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.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

7. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the radon inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.