

# DUKE INSPECTION SERVICES, INC.

PO Box 188 Avon, Ohio 44011

Phone: 440 937 -DUKE 216 403-7517

## INSPECTION AGREEMENT / TERMS OF SERVICE PLEASE READ CAREFULLY

**Duke Inspection Services, Inc.** agrees to conduct a visual, non-technical inspection and prepare a written report for the purpose of informing the **CLIENT** of the apparent condition of the readily accessible installed systems and components of the property. The focus of the report is to identify items in need of repair or replacement, potential safety hazards, and items that have reached or are close to reaching their normal life expectancy. The report is based on the opinion of the home inspector based on conditions present at the time & date of the inspection. This inspection is not technically exhaustive. The fee charged for this inspection is substantially less than that of a technically exhaustive report. (SEE OPTION II)

The written report is provided to the client: **SUBJECT TO THE UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY** below.

The inspection will be performed in compliance with **STANDARDS OF THE AMERICAN SOCIETY OF HOME INSPECTORS**, a copy of which is included in the written report. Items outside the scope of the written ASHI Standards are not included in the inspection and are not part of the written report.

Items that are not visible, covered, buried, latent or concealed are not inspected and are excluded from the inspection report. No representation as to the condition of any such item is made by the inspector. Components & systems are not readily accessible if inspection requires dismantling, destructive measures, moving personal items & furniture, or actions that would require risk to the personal safety of the inspector.

The inspection and written report are conducted and prepared for the sole, confidential and exclusive use of the **CLIENT** to be used as part of a decision making process. This report is not prepared for any other person, entity, or agent. Duke Inspection Services, Inc. assumes no liability to other parties or future potential buyers of this property. The **Client** agrees to indemnify, defend & hold harmless the inspector and Duke Inspection Services, Inc. from any such claims, liability, damages, and/or legal fees from such a claim.

THE **CLIENT** UNDERSTANDS THAT DUKE INSPECTION SERVICES, INC. IS NOT AN INSURER. DUKE INSPECTION SERVICES, INC. IS NOT SELLING OR PROVIDING A GUARANTEE - EXPRESSED OR IMPLIED - TO THE CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM. IN THE EVENT OF A CLAIM OF ERROR, OMISSION, FAILURE TO ADEQUATELY REPORT A CONDITION OR ANY OTHER THEORY OF LIABILITY - THE **CLIENT** AGREES TO ACCEPT A REFUND OF THE FEE PAID FOR THE INSPECTION REPORT AS DUKE INSPECTION SERVICES, INC.'S LIABILITY TO THE CLIENT.

**DOES THE CLIENT AGREE TO THESE TERMS? (please initial)** YES \_\_\_\_\_ NO \_\_\_\_\_

The written report is not a code compliance inspection or certification for past or present governmental codes or regulations of any kind. Local building codes and code compliance issues are not part of the general inspection report provided by Duke Inspection Services, Inc.

The Inspector is providing a general inspection and is not acting as a structural engineer or expert in any trade or craft. The Inspector will not provide an engineering analysis. The report will not provide an appraised financial value of the property.

-- The **CLIENT** assumes all financial risks for conditions which are concealed from view at the time of inspection.

The inspection and written report are not intended to address the possible presence of any environmental hazards including but not limited to radon gas, lead paint, asbestos, mold/bacteria/mold spores urea formaldehyde, toxic or flammable chemicals, water and airborne contaminants.

Also excluded: inspections of & written reports on swimming pools & spas, wells, septic systems, central vacuum systems, water softeners, sprinkler systems, fire & safety equipment, treatments for windows (curtains), carpets, telephone and intercom systems, recreational equipment, storage tanks, wells, satellite television systems, antennae, solar heating equipment, lightning arrestors, the condition of trees & plants, geological stability and soil condition. Furnace Heat Exchangers are not inspected as to the extent they are not accessible and or visible. The presence or absence of pests, rodents, wood destroying insects, termites. Testing & sampling of mold/mildew is not part of the inspection report. Water contamination & air quality tests are not included.

The **CLIENT** understands & agrees that these systems, conditions and all other areas not in the ASHI standards are outside the scope of the general inspection. Any general comments or answers to questions about these systems, items and conditions of same are informal only and do not represent an inspection and are not included in the report.

### **UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY:**

**DUKE INSPECTION SERVICES, INC., AND ITS EMPLOYEES ARE PROVIDING AN INSPECTION REPORT BASED ON THE VISIBLE CONDITION OF THE PROPERTY AT THE TIME OF THE INSPECTION. THE REPORT IS NOT BEING SOLD TO THE CLIENT AS A WARRANTY OR INSURANCE POLICY AND THEREFORE, DUKE INSPECTION SERVICES, INC. ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE COSTS OF REPAIRING OR REPLACING ANY REPORTED OR UNREPORTED DEFECTS OR DEFICIENCIES EITHER CURRENT OR ARISING IN THE FUTURE.**

Due to the nature of the services provided, it is difficult to foresee future conditions or events that might affect the mechanical, structural systems, and components of the house at this property; and given the fact that home warranty products are readily available to the buyer for purchase (not provided by Duke Inspection Services, Inc.) - The **CLIENT**

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agrees to release the inspector and DUKE INSPECTION SERVICES, INC. from liability, EXCEPT for a refund of the fee paid if, and only if, there has been a complete failure to follow the **ASHI Standards** or unless an arbitrator or court finds gross negligence or criminal act.

**NOTICE: There will be no recovery for additional or consequential damages.**

ANY CLAIM THAT THE INSPECTOR FAILED TO ACCURATELY REPORT THE VISUALLY DISCERNIBLE CONDITIONS OF THE PROPERTY ON THE DATE OF INSPECTION, WILL BE REPORTED, IN WRITING, TO DUKE INSPECTION SERVICES, INC., WITHIN TEN DAYS OF DISCOVERY & BEFORE ANY REPAIRS OR REPLACEMENTS ARE MADE TO THE SYSTEM OR COMPONENT IN QUESTION AT THE INSPECTED PROPERTY.

IF THE REPAIRS OR REPLACEMENTS ARE MADE WITHOUT GIVING DUKE INSPECTION SERVICES, INC. THE REQUIRED WRITTEN NOTICE AND THE ABILITY TO RE-INSPECT THE ITEM IN QUESTION, THEN DUKE INSPECTION SERVICES, INC. WILL HAVE NO LIABILITY TO THE CLIENT. ANY CLAIM NOT BROUGHT WITHIN ONE YEAR FROM THE DATE OF INSPECTION WILL BE DEEMED WAIVED AND FOREVER BARRED.

**Client please initial \_\_\_\_\_**

**ARBITRATION CLAUSE:**

THE **CLIENT** AGREES THAT ANY DISPUTE OF THE INTERPRETATION OF THIS AGREEMENT OR DISPUTE ARISING FROM THE INSPECTION OR THE REPORT SHALL BE RESOLVED INFORMALLY THROUGH THE PROCESS OF BINDING ARBITRATION IN ACCORDANCE TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE PARTIES AGREE THAT THE ARBITRATOR WILL BE FAMILIAR WITH THE HOME INSPECTION PROCESS, RESIDENTIAL CONSTRUCTION AND RESIDENTIAL REAL ESTATE TRANSACTIONS.

THE **CLIENT** AGREES THAT IF IN THE EVENT OF A DISPUTE OR LEGAL ACTION AGAINST THE INSPECTOR AND/OR DUKE INSPECTION SERVICES, INC. - SHOULD THE INSPECTOR AND/OR DUKE INSPECTION SERVICES, INC. PREVAIL DUE TO DECISION, DISMISSAL AND/OR ADJUDICATION, THE CLIENT WILL PAY FOR LEGAL FEES, DEFENSE COSTS, ARBITRATION FEES, ETC. INCURRED BY THE INSPECTOR AND/OR DUKE INSPECTION SERVICES, INC.

**Option II-**

SHOULD THE **CLIENT** WANT AN INSPECTION REPORT THAT IS MORE TECHNICALLY EXHAUSTIVE & NOT SUBJECT TO THE LIMITATION OF LIABILITY DESCRIBED IN THIS AGREEMENT, SUCH A REPORT CAN BE PROVIDED FOR AN ADDITIONAL MINIMAL FEE OF \$400.00. -- THIS TYPE OF REPORT MAY OR MAY NOT REQUIRE THE USE OF LICENSED EXPERTS, TECHNICIANS, SUB-CONTRACTORS, STRUCTURAL ENGINEERS TO PROVIDE WRITTEN CERTIFICATIONS.

**DOES THE CLIENT CHOOSE THIS OPTION? (PLEASE INITIAL) YES \_\_\_\_\_ NO \_\_\_\_\_**

**By Signing - you acknowledge that you have read, understand, and agree to the terms and conditions in this agreement & agree to pay the fee.**

**CLIENT (PLEASE PRINT):** \_\_\_\_\_

**SIGNATURE :** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**INSPECTED PROPERTY :** \_\_\_\_\_

**Fee Paid for the Inspection Report \$** \_\_\_\_\_.

**Inspection #** \_\_\_\_\_

**DUKE INSPECTION SERVICES, INC. :** \_\_\_\_\_

DAVID P. SIPPLE, ASHI Certified Inspector # 204443

(Fee paid is for the first visit at the time & date of the original inspection. A fee will apply for return visits, additional inspections or follow ups)