

# SHERLOCK HOME INSPECTORS, INC.

8125 Fulmer Road • Millington, MI 48746  
Phone (989) 777-0235 • Fax (989) 871-5497

Address \_\_\_\_\_

Client \_\_\_\_\_ Report # \_\_\_\_\_

I hereby request a limited visual inspection of the structure at the above address to be conducted by **Sherlock Home Inspectors, Inc.** for my sole use and benefit. I will read the following agreement carefully. I understand that I am bound by all terms of this contract. INITIAL \_\_\_\_\_

## SCOPE OF INSPECTION

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with generally accepted standards of practice, a copy of which is available upon request. The scope of the inspection is limited to the items listed within the report.

## OUTSIDE THE SCOPE OF THE INSPECTION

Any area that is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection.

The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions that are concealed from view at the time of the inspection.

This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

Whether or not they are concealed, the following are OUTSIDE THE SCOPE OF THE INSPECTION:

- Building code or zoning ordinance violations
  - Geological stability or soils condition or contamination
  - Structural stability or engineering analysis
  - Termites, pests or other wood destroying organisms
  - Asbestos, radon, formaldehyde, lead, water or air quality
  - Electromagnetic radiation or any environmental hazards
  - Building value appraisal, purchase advice or cost estimates
  - Condition of detached buildings or underground fuel storage tanks
  - Pools or spas bodies, equipment and underground piping
  - Specific components noted as being excluded within the report
  - Presence of mold or the extent, type or severity of mold-growth
  - Saunas, steam baths, or fixtures and equipment
  - Radio-controlled devices, automatic gates, elevators, lifts
  - Dumbwaiters and thermostatic or time clock controls
  - Water softener/purifier systems or solar heating systems
  - Furnace heat exchangers, freestanding appliances, space heaters
  - Security systems, intercom systems, any personal property
  - Adequacy or efficiency of any system or component
  - Prediction of life expectancy of any item
- (Some of the above items may be included in this inspection for additional fees – check with your inspector)

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, client must do so at client's expense.

**I HAVE READ AND AGREE TO THE ABOVE SCOPE OF INSPECTION**

INITIAL \_\_\_\_\_

Limited Liability inspection fee \$ \_\_\_\_\_

Fees for additional services \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

TOTAL INSPECTION FEE \$ \_\_\_\_\_

**Mediation:** Any dispute concerning the interpretation of this agreement, including charges of negligence or breach of contract, arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by mediation conducted by Mid-Michigan Dispute Resolution Center. In the event of no resolution, the parties agree to submit their dispute to BINDING ARBITRATION in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Additionally, the arbitrator shall have the right to enforce the clause on limitation of liability.

Any such claim shall be waived, unless the demand for mediation is made within one (1) year from date of inspection.

**I AGREE TO MEDIATION AS OUTLINED ABOVE. INITIAL \_\_\_\_\_**

**Use by others:** Client promises inspector that client has requested this inspection for Client's own use only and will not disclose any part of the inspection report to any other person with these exceptions only: one copy of the report may be provided to the current seller(s) of the property for their use as part of this transaction only, and one copy may be provided to the real estate agent representing Client and/or a bank or other lender for use in Client's transaction only.

**Attorney's Fees:** The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorney's fees, arbitrator and other costs.

**Severability:** Client and inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

**Disputes:** Client understands and agrees that any claim for failure to accurately report the visually discernable conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

## LIMITATION ON LIABILITY

Inspector's liability for mistakes or omissions in this report is limited to a refund of the fee paid for this inspection and report. The liability of Inspector's principals, agents, and employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability limitation is binding on Client and Client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims that may ever arise from this inspection. Client understands that if Client wants an inspection without a limit on liability to a refund of the fee paid for the inspection, Client may pay an additional \$1800.00 to receive a report without the limitation.

**I DO NOT AGREE TO PAY THE FEE TO REMOVE THE LIMIT OF LIABILITY STATED ABOVE. INITIAL \_\_\_\_\_**

I have read, understand and agree to all of the terms and conditions of this contract and agree to pay the fee listed above.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_