

Christman Inspections, LLC - Inspection Terms and Agreement

According to national home inspection standards, what you should expect from a home inspection is:

The purpose of the inspection and report are to help educate and inform you on the general conditions of the home. The home inspection and report constitute an opinion, based on a limited visual evaluation of the existing and apparent conditions of the readily accessible areas and features of the property. It attempts to identify major deficiencies and apparent conditions of the home, as of the date and time of the inspection. The inspection conclusions, provided through a written inspection report, are only statements of opinion. You will need to draw your own final conclusions on the fitness of the property (and its systems) for your specific use, as well as further evaluations and possible repairs and improvements that you feel are needed.

According to West Virginia home inspection standards:

This inspection is being done in accordance with the responsibilities and limitations of either the WV Fire Marshal's Home Inspectors Standards of Practice or the OH Department of Commerce Home Inspector's Standards of Practice. Please read these standards on their websites or on my website (christmaninspections.com). WV and OH website links are below for your convenience:

WV: <http://firemarshal.wv.gov/Documents/Certification%20of%20Home%20Inspectors%2087CSR5%20FINAL%20FILE%202014.pdf>

OH: <https://www.com.ohio.gov/documents/1301.17.1.17-StandardsofPractice.pdf>

Do not expect all deficiencies to be discovered at the time of inspection! The risk of unexpected problems is not eliminated but is reduced with a home inspection. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility of areas of the property, systems that are concealed (including but not limited to above dropped ceilings, under floor coverings, behind/below furniture, behind/below items stored in the home, behind/above window treatments, behind fixed panels, above/below insulation, around property's contents, etc). Without moving all the owner's belongings and/or dismantling the house or its systems, there are limitations to any inspection. Throughout any inspection, inferences are drawn which cannot be fully confirmed by direct observation of the visible components only. Clues and symptoms sometimes do not reveal the full extent or severity of real problems. Therefore, the inspection and subsequent inspection report may help reduce risks when purchasing the property, but it does not eliminate risk, nor does the inspector or company assume responsibility for any risks, either discovered or undiscovered.

Home inspections are general, visual inspections. The main reason for a general home inspection is to identify areas, components or systems in which there are issues that you will want to have a qualified professional specializing in those systems to further evaluate the systems in order to make the necessary repairs, replacement or improvements. At times, I will recommend a qualified professional specialist to further evaluate one or more of the systems where issues were found. This does not mean that professional specialists should not be sought on any of the other issues or systems. In fact, it is recommended to have qualified professionals specializing in each of the systems or components of the home in which issues were found to further evaluate those systems and repair, replace or improve them. There can be hidden damage/defects that were not readily visible at the time of inspection and/or concealed defects/damage. There may be specific issues beyond those mentioned in the report because general inspections are to identify systems that need further evaluation by specialists who can further evaluate the systems in greater detail. While even some of the less important deficiencies may be addressed, an all-inclusive list of all flaws is not intended or provided. The report is not a listing of all repairs to be made. Therefore, further evaluations by licensed/qualified professionals/specialists working in the areas of concern should be done in a timely fashion to ensure the systems and components of the home are safe and working properly. If this home inspection is being done prior to you buying a home, the qualified professional specialists should evaluate the system(s) immediately and all repair/replacement/improvement work should be completed before closing! Qualified professional specialists should do all evaluations, repairs, replacements and improvements! In fact, it is good to have professionals do most of the maintenance on the home as well. Therefore, you will want to seek additional professional advice and services on the components and/or systems listed in the report in during your contract specified inspection period in order to evaluate, repair, replace or improve the systems or components in which issues were identified.

The inspection report does not constitute, express or imply a warranty, guarantee, or insurance policy of any kind. There are no warranties made against future roof leaks, wet basements, plumbing/gas leaks, mold (or other hazardous materials), mechanical breakdowns or any other items, issues or problems that might develop with the home. Due to the nature of mechanical systems, no truly accurate prediction of remaining life can be made, only a statement on its current condition and typical lifespan. If the inspector chooses to express an opinion beyond what the standards require it does not imply, bind or obligate the inspector in any way beyond those stated here because it is impossible to predict all future issues. The inspector is reporting the conditions of the home at the date and time of the inspection. Issues could arise after the inspection is done. The inspector is neither an insurer nor guarantor against defects in the home, buildings, attachments, appliances, systems, components and/or improvements. The inspector makes no warranty, express or implied, as to the fitness for use or condition of the systems or components inspected beyond what is specified in the report. Since it is a limited visual inspection, the inspector is neither responsible nor liable for the non-discovery of any concealed, patent or latent defects in

materials, workmanship or components; system/component recalls; or any other problems that may occur (or may become evident) after the inspection time and date. The inspector and/or company assumes no responsibility for the cost of repairing or replacing any defects or conditions, nor is the inspector responsible or liable for any future issues, failures or repairs.

The report is not an assessment nor is it an appraisal. The inspection is neither a building code compliance nor a design verification or structural/architectural inspection. It is for informational and educational purposes only on the apparent conditions of the home at the date and time of inspection! The inspector is simply an independent "set of eyes" looking at the property for you and reporting its conditions to you. The inspector is not associated with any seller, buyer, lawyer, or Realtor. The inspector has no financial interest in the property.

What is not required in a general inspection and some local/state/federal laws actually prohibit general inspectors from inspecting some of all of the following:

Building/electrical/plumbing/etc. codes, boundary lines or encroachments, structural integrity/design, wood destroying insects, radon gas, water quality/capacity, indoor air quality, basement water entry/seepage, presence or condition of waste disposal systems, weatherization (including potential freezing of pipes), non-visible pipes or components, leak/pressure testing of plumbing (especially gas lines), underground utilities, underground tanks, geological issues, soil quality/formations/settlement, retaining walls, solar systems, security/intercom/sound systems, swimming pools, sprinkler systems, detached buildings, window/wall A/C units, chimney liners, motorized/zone valves, humidifiers, dehumidifiers, HVAC system design/effectiveness, EIFS (stucco systems), UFFI (foam insulation), and ALL HAZMATs (including, but not limited to mold, lead paint, asbestos, chemicals and oil/gas). If the inspector chooses to make a comment on any of these issues it is just a general observation that would need further evaluation by a qualified/licensed professional. Specialized licensees, qualified professionals and/or local officials are required for these types of systems/issues and should be used to assess such issues that you may determine you are concerned about.

Agreement:

The buyer, or other person for whom the inspection was performed, agrees to accept these terms and conditions and to contact the inspector first to resolve any questions, concerns, problems or issues concerning the inspection itself, this report or any future issues that might arise that would concern the inspection. Problems, issues, concerns or complaints must be made to the inspector/company in writing within 2 years of the date of the contract or the buyer will hold the inspector completely harmless. If the buyer alters the condition of any item for which they feel there is an issue or problem concerning the home inspection before consulting the inspector and giving the inspector 72 hours to respond, all claims against the company and/or inspector will be waived. If any portion of this agreement shall be deemed invalid or unenforceable for any reason, the remaining provisions of the agreement shall continue to be valid and enforceable. If a court finds that any portion of the agreement is invalid or unenforceable, but that by limiting the provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. The buyer, or other person for whom the inspection was performed, understands and agrees to accept and to abide by all of these limitations, terms and conditions for themselves, for their family unit and any other party involved with this property. By signing below you also acknowledge the inspection report is for your personal use only and that no other party is entitled to or can use any of the information contained in or obtained through the home inspection.

Property Address

Inspection Date

Quoted Inspection Fee

Buyer/Client Name

Buyer/Client Signature

Date Signed

Travis D. Christman
Inspector's Name

Inspectors Signature

Date Signed