



Visual Inspection Agreement

Customer:

Date:

Report Number:

Address: , ,

1) Inspection Fee \$ This inspection services agreement is entered into this between Pacific Crest Inspections, LLC located at 5116 Heather Dr, Anacortes, WA. ("PCI") and ("Customer"). Customer desires to have PCI conduct an inspection on the property located at , , , (subject property). In payment of the fees set forth in section 4A, PCI will conduct a one-time inspection and prepare and deliver a written inspection report to the customer.

2) Authorization; Presence of Customer; Binding Effect: Customer hereby authorizes and contracts for PCI to perform a property inspection in accordance with the terms and conditions of this agreement, and agrees to pay PCI the fee stated above at the time of inspection. Customer's signature below acknowledges he/she has read, understands and agrees to be bound by the terms and conditions below. Any acceptance or use of Inspection Report by Customer shall also constitute further acceptance of all terms and conditions below. The presence of the Customer has been requested and encouraged during the inspection. Customer's participation and presence during the Inspection will be at customer's sole risk related to any personal injury or loss or property damage. This Agreement is binding on Customer, Customer's spouse, heirs, successors in interest, guardians, successors and assigns.

3) Scope of the inspection: The Inspection will include only a visual observation of readily accessible areas or items as described by the Washington State Standards of Practice unless otherwise noted. A copy of the entire Washington State Standards of Practice is available at the Washington State Department of Licensing's website (www.dol.wa.gov/business/homeinspectors). A hard copy is available on request. The purpose of the inspection is to document the general, overall condition of the structure and to identify major defects present at the time of the inspection and that, in PCI's sole opinion, might affect the buyer's purchase decision or the use of the property for its intended purpose. A major defect is one that is capable of detection by reasonable visual examination only and that requires an immediate financial expenditure of more than \$1,000 to prevent significant deterioration of, or damage to, the property. This inspection is not technically exhaustive. No engineering tests or analysis will be made. No observation will be made to determine compliance with any government ordinance, regulation or code (notwithstanding any reference in the inspection report to any code provision). To the extent the Inspection Report documents a condition needing repair, replacement, maintenance, further inspection or evaluation ("Repairs") client acknowledges and agrees that Inspector has no obligation to perform Repairs and client will be solely responsible for performing Repairs.

3A) Inspections will include: The scope of this inspection is to examine visually readily-accessible components of the structure, roofing, plumbing, electrical, heating, central cooling, and permanently-attached kitchen appliance systems of the Subject Property specified in this agreement for conditions which adversely affect their normally intended function or operation. No other systems, items, components, or appliances are included in this inspection. The inspection performed by PCI is supplemental to any real estate transfers or Sellers Disclosure Statement, and the Inspection and Inspection Report will not be used as a substitute for such Disclosure Statement. The Customer has an affirmative obligation to provide the Disclosure Statement to PCI before the inspection.

3B) The inspection will not include: 1) areas not readily accessible; 2) areas requiring excavation or removal of surface covering such as flooring; 3) components or systems requiring disassembly; 4) areas that require the removal of obstructions, equipment, furniture or personal items; 5) areas with potentially hidden or obstructed defects, such as within walls, ceilings or fireplace flues; 6) restrictions within pipes; 7) areas involving any environmental or hazardous conditions, including radon unless specifically agreed to; geological soil or hydrological stability. The Inspector cannot light pilot lights, activate water mains, gas or electrical controls, energize electrical circuits which are off, operate any controls other than user controls, which are normally operated by the building occupants.. Except for the removal of electrical service panels (where possible without damage to property), furnace and water heater inspection panels, the inspector will not remove panels, disassemble any item for access to a component which is contained by fasteners that require tools for entry. Areas containing standing water or mud are considered inaccessible. Decisions relating to safety are at the inspector's discretion, but inspector will not consider climbing roofs during inclement weather, access of roofs that are slippery or high pitched, or entering areas in which potentially dangerous pets are contained as unsafe and inaccessible.

Also excluded, unless otherwise noted, is any inspection of any systems or items not included in the property inspection report including but not limited to the following: any information pertaining to manufacturers' recalls of any components or equipment, swimming pools, saunas, spas, whirlpools, and hot tub systems, electrostatic precipitators, or electronic air cleaners or filters, low voltage systems, septic systems, private water treatment systems, fuel tanks, wells, and well pumps, cisterns, ponds, fountains, water quality or volume, clothes washer/clothes dyers, central vacuum systems, fencing, landscaping, irrigation systems, active or passive solar systems, soils, security systems, fire protection systems, elevators, lifts, dumb waiters, A/V systems, testing for presence of toxic or dangerous substances including asbestos, lead, tainted building materials, formaldehyde, or mold. Detached garages, pool houses, swimming pools, saunas, spas, whirlpools, sprinklers and hot tub systems cottages, or other structures are not included in the Inspection unless specified above for an additional fee.

3C) Accessibility and Non-Inspection: In the event Inspector is unable to inspect (e.g., inaccessibility of normal to the inspection, inactive



utilities, or an inability to gain access to the premises) an additional fee plus applicable trip charges for any such follow-up or re-inspection will be charged at the rate of \$75.00 per hour associated re-inspection.

Customer's Initials for Paragraph 3: _____ For PCI _____

4) Property Inspection Report: PCI will prepare an Inspection Report as documentation of the inspector's observations. This report shall supersede any written or verbal conversations, comments and or reports that were provided prior to providing this written report. The Inspection Report and its contents are intended for the use of Customer and remain the property of PCI. Distribution of the Inspection Report to any other party outside the parties involved in this transaction is strictly prohibited unless the express written authority of PCI is obtained. PCI authorizes the release of the Inspection Report to :

- The Agent for the Buyers The Agent for the Sellers The Seller, or
- Other parties involved in this specific transaction. Specify: _____

4A) Inspection Fee.

Comprehensive Home Inspection \$395 _____
Structural Pest Inspection Included _____

The customer will pay the total fee of \$ at or before the time of the Inspection. If such payment is not received by the time of the Inspection, PCI will not proceed with the inspection and this Agreement will be terminated automatically.

5) Disclaimer of Warranties: Unless otherwise noted or for reasons beyond the control of the Inspector, Inspector is performing the Inspection in accordance with Washington State Standards of Practice and Inspector expressly disclaims any and all express or implied conditions, representations and warranties, including any implied warranty or conditions of merchantability, satisfaction, quality, fitness for particular purpose or free from defects. PCI, at its option, does provide a 90-day limited warranty per the attached.

6) Waiver and Limitation of Liability: PCI's, its agents', employees', successors in interest' and/or representatives', maximum liability for any claims, losses, liability,, costs (including attorneys fees and litigation costs) arising out of Inspector's established breach of Washington State Standards of Practice or gross negligence in performing the Inspection, or errors or omissions in the Inspection Report will be limited to \$1,000.00 except where prohibited by law. Except for Customer's obligation to indemnify Inspector, neither party will be liable to the other for any indirect, punitive, special, incidental, or consequential damages of any kind, including loss of business, revenue, profits, use of Subject Property, in connection with or arising out of this Agreement whether such damages are based in contract, tort or other applicable legal theory. In consideration for furnishing of the property inspection report, customer agrees to indemnify and hold harmless PCI, and its employees, agents, inspectors, directors, members, successors and assigns, for all costs, expenses, legal fees, awards, settlements, judgments, and any other payments of any kind whatsoever incurred and arising out of a lawsuit, cross-complaint, counter suit, arbitration, administrative proceeding, or any other legal proceeding brought by any third party who claims that he/she relied on representation made in such property inspection report and was damaged.

Customer waives any claims, except for Inspector's willful misconduct against Inspector for and releases Inspector from, any liability arising from the Inspection, or use of the Inspection Report. Customer will indemnify and hold Inspector harmless from any and all claims, causes of action, losses, liabilities and costs (including attorneys fees and litigation costs) arising from Inspectors performance of the Inspection under this agreement.

Customer's Initials for Paragraph 6: _____ For PCI _____

7) Pest Inspection: PCI and inspector endeavor to perform their services in a professional manner consistent with the care and skill ordinarily exercised by structural pest inspection professionals. PCI can only inspect readily accessible areas. Areas that have less than 18" clearance in or access holes less than 18" by 24" to crawl spaces and attics are not readily accessible. Areas that are block by heating ducts or plumbing and/ or covered by insulation are not readily accessible. If the owners make the areas accessible, PCI will re-inspect at our normal re-inspection fee rate. In any case, the inspecting firm's total liability is hereby limited to amounts paid to PCI for the inspections made of the inspected structure. PCI will not be liable for any special, incidental, punitive or consequential damages, whether foreseen or unforeseen, regardless whether liability is based on breach of contract, breach of express or implied warranty, negligence, strict liability, tort or otherwise.

Customer's Initials for Paragraph 7: _____ For PCI _____

8) Re-inspection Right: In the event that the Customer has established a claim of a breach of Inspector's obligation under this agreement, or for negligent inspection or misrepresentation of any component or items in The Inspection Report, Customer shall provide PCI with three (3) business days after Inspectors receipt of the notice to re-inspect the component or item unless there is an imminent safety danger,



Customer will permit such re-inspection prior to conducting any repairs of component or item. If Customer does not allow PCI to re-inspect, Customer waives any claim against PCI with respect to the component or item.

9) Time Limit for Action: No action, whether in contract or tort, may be brought against **PCI, its agents, employees, successors in interest and/or representatives** in arbitration or a court of law a) six months following the date of the Property Inspection Report or b)120 days after discovery by Customer of the condition which form the basis of the action, whichever occurs earlier.

10) Dispute Resolution: In the event any dispute arises regarding this Agreement and/or the Inspection Report, parties shall attempt, in good faith, to mediate such disputes by jointly appointing one mediator located in Skagit County, Washington. In the event of a refund to the Customer, such refund shall be full and final settlement for all present claims and causes of action, and/or disputes, known or unknown between the parties and Inspector. The decision of the mediator is non-binding and the aggrieved party may elect to proceed to binding arbitration if such election is made within 30 days of the mediator's decision. Any dispute, controversy, interpretation or claim arising out of this agreement including, but not limited to, claims for breach of contract, negligence, fraud or misrepresentation must be submitted for final and binding arbitration under the Construction Industry Rules of the AMERICAN ARBITRATION ASSOCIATION, except for the rules pertaining to the arbitrator selection. PCI will select one arbitrator who is qualified and is familiar with the professional building inspection profession and industry with at least 10 years' experience and who will follow substantive rules of law governing the State of Washington. The arbitration shall occur in Skagit County, Washington. Each party will pay 50% of the arbitration costs. Any award made by the arbitrator and in compliance with the arbitration agreement shall be binding on the parties and will be enforceable as a final judgment in any court of competent jurisdiction.

10A) Attorneys' Fees: Except as provided above for arbitration of disputes, if a claim is made against PCI for any alleged error, omission or other act arising out of the performance of the Inspection, and the Customer fails to prove such claim, Customer will pay all costs, attorneys' fees, arbitrator's fees and legal expenses incurred by PCI and its employees, agents, inspectors, directors, members, successors and assigns in the defense of the claim.

I acknowledge and agree that I have had the opportunity to consult with legal counsel regarding this Agreement and have read, understand, and accept all of the terms, conditions and limitations in this Agreement.

Customer _____ Date _____

For PCI _____ Date _____



American Home Warranty Company
90 DAY LIMITED HOME WARRANTY
FOR FULL HOUSE INSPECTIONS ONLY - Effective January 2007

This AHWC 90-Day Limited Home Warranty is for the person(s) purchasing the home that is the subject of the home inspection report by the AHWA Member Company. AHWA member is not an employee, agent, or representative of AHWC. This AHWC 90-Day Limited Home Warranty is effective from the date of the home's inspection for a period of 90 days. If closing should occur after the expiration of the 90-day period, the warranty will extend to 21 days following closing.

Benefits under this limited warranty cover failures of listed covered items only, after the full-house inspection, and are subject to all exclusions set forth below. Notice of claims must be received on or before expiration date or the limited warranty is no longer valid.

**WHAT MECHANICAL SYSTEMS IN MY HOME
ARE COVERED?**

Under **PLUMBING**: components covered - water lines, drain lines, faucets, water heaters. Under **GAS LINES**: components covered - gas lines within house. Under **ELECTRICAL**: components covered - main service panel, wiring; Under **BUILT IN APPLIANCES ONLY**: components covered - range, cook top & oven, dishwasher, microwave oven, trash compactor & water heater; Under **CLIMATE CONTROL**: components covered - all central heating and air conditioning systems. All coverages are subject to the exclusions set forth below.

**WHAT STRUCTURAL COMPONENTS IN MY
HOME ARE COVERED?**

Under **FOUNDATION**: components covered - poured concrete and block wall foundations only. Under **FRAMEWORK**: components covered - floor joists, structural framing; Under **ROOFING**: components covered - roof structure, roof covering (limited to repair of leaking area only); Under **WALLS**: components covered - exterior and/or load bearing walls, interior wall framing; Under **GARAGE DOORS**: components covered - attached garage doors only. All coverages are subject to the exclusions set forth below.

WHAT IS EXCLUDED UNDER THIS LIMITED MECHANICAL and STRUCTURAL WARRANTY?

Any item or component not specifically listed above as covered. All secondary or consequential damages. Items listed as defective, needing further professional evaluation, not verifiable, not inspected or not visible at the time of the inspection. Cosmetic repairs. Water damage in any form. Items beneath concrete. Damages caused by the lack of normal maintenance and care. Any climate control system, hot water heater or covered built-in appliances 11 years of age or older. Removal and repair or replacement of walls, floors, roof or concrete to repair components (pipes, wiring, gas lines, etc.). Automatic garage door openers. Blocked pipes. Sewage systems. Mold in any form. Improvements, modifications, upgrades and bringing up to code, rule or regulation. Service calls to perform routine maintenance and service. Fireplaces and chimney repairs. Concrete cracking or scaling. Roof repair is limited to repair of the immediate leakage area only and not to replacement of the entire roof. Repairs and/or replacement materials will be completed in substantially the same kind of material. Interior and exterior painting and all other maintenance items. Any damage caused by vermin (insects, termites, rodents, etc.). **All mechanical coverage is limited to within the home's foundation and to a maximum of \$500.00. All structural coverage, including foundation and roofing, is limited to within the home's foundation and to a maximum of \$2000.00. Indemnification from all loss is not implied by this limited warranty.**

Client Signature

Date:

Inspector Richard Bunzel #5422



REQUIRED CLAIMS PROCEDURES

The following items must be received by AHW in order for a claim to be processed:

(See mailing address, email address and fax number below.)

1. Written notification of claim must be received before the expiration of the limited warranty period: Send a brief summary of the problem and include your name, complete address, and the home inspector's name.
2. A copy of an itemized estimate or repair bill with breakdown of parts, labor and the specific cause for the failure from a licensed repair person. AHWC reserves the right to request up to two (2) additional estimates.
3. A copy of the page (s) from your home inspection report pertaining to your claim.
4. A copy of this side of the warranty form.

Claims will be fully processed only after all necessary information and documentation has been received from the claimant.

Date:

Inspector Richard Bunzel #5422

AMERICAN HOME WARRANTY COMPANY
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New Richmond, OH 45157
1- 800-404-5479
Fax: 513-553-2120
Email: custserv@ahomewarranty.com