

# HomePro Inspections, LLC

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## THIS CONTRACT LIMITS OUR LIABILITY....PLEASE READ CAREFULLY

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I, \_\_\_\_\_ hereby request a limited inspection under the scope of the Nevada Administrated Codes (NAC) 645D 480 through (NAC) 645D 580 of the property specified on page 2. This inspection will be for my sole use and benefit, and I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract, and any question(s) that I have **after** reading the entire inspection report can be discussed directly with the Inspector who performed the inspection or to the management of HomePro Inspections, LLC.

The inspection report is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law. Your inspector is a home inspection generalist and is not acting as a structural engineer, or tradesman of any construction profession. It is *prohibited* by Nevada state law that your inspector performs any repair, activation of systems, or refer client to any tradesman for any discrepancy observed under this agreement. Please see section **Scope of Inspection** for further explanations.

**Confidential Report:** The inspection report to be prepared for (Client) is solely and exclusively for the Client's own information and may not be relied upon by any other person. The client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person(s) for the sale or distribution of the inspection report. The client(s) may distribute copies of the inspection report to the seller, the seller's agent, the client's agent, or any other person(s) involved with the property transaction. However, the said person(s) are not specifically intended beneficiaries of this agreement or the inspection report. Client(s) and inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this agreement or the inspection report. Client *agrees to indemnify, defend, and hold inspector harmless* from any third party claims arising out of client's unauthorized distribution of the inspection report.

**Arbitration:** Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment shall be resolved informally between the parties by arbitration conducted in accordance with the rules of a recognized arbitration association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

**Disputes:** Client understands and agrees that any claim for failure to accurately report the visually discernible 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 exception of emergency conditions, client(s) or client(s) agents, employees or independent contractors, will make no alterations, modifications, or repairs to the claimed discrepancy prior to a re-inspection 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.

**Severability:** Client(s) 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.

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

## SCOPE OF INSPECTION

The scope of the inspection and report is a limited 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 the generally accepted standards of practice of the American Society of Home Inspectors, which a copy can be requested at the time of inspection or with final report.

## OUTSIDE THE SCOPE OF THE INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing, or any other thing is not included in this inspection. The inspection does not include any destructive testing of dismantling. Client agrees to assume all risk for all conditions which are concealed from the inspector's observation at the time of the inspection. Whether or not they are concealed, the following has been deemed OUTSIDE THE SCOPE OF THIS INSPECTION by the standards of the American Society of Home Inspectors and the State of Nevada, real estate division: *Building code or zoning ordinance violations, geological stability or soil condition, structural stability or engineering analysis, termite, pests or other wood destroying organisms, asbestos, radon, formaldehyde, lead, water, air quality, electromagnetic radiation or any other environmental hazards, value appraisals or cost estimates of the property, estimate to energy efficiency of any appliances, condition of any out buildings, private water or sewer systems, saunas, steam baths, or fixtures and equipment, radio controlled devices, automatic gates, elevators, lifts, dumb waiter, thermostatic devices or timed controlled devices, water softener/purified systems, solar water/electrical systems, low voltage electrical lighting/sound systems, all parts of an installed security systems, components inside heating/air conditioner units, provide any opinion as to the adequacy or efficiency of any system or component, nor provide a prediction of the life expectancy of any system or component within this inspection. The inspector is strictly prohibited from performing any inspection of any area that may cause **damage to the property or endanger the safety** of the inspector or client. Any tools or equipment used during the inspection is prohibited from use by any other person but the inspector, and unauthorized use will be at user's risk.*

**The scope of the inspection should be covered with the inspector at the time of the inspection for any of these stipulations.**

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## LIMITATION ON LIABILITY

INSPECTOR'S LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION 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 THE CLIENT AND THE CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS, AN 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 WHICH MAY EVER ARISE FROM THIS INSPECTION.

CLIENT NAME (PRINTED) \_\_\_\_\_

CLIENT ADDRESS \_\_\_\_\_

Number Street Name City State Zip Code

CLIENT PHONE \_\_\_\_\_ CLIENT E-MAIL \_\_\_\_\_

## INSPECTION FEES

INSPECTION FEE \$ \_\_\_\_\_ POOL & SPA FEE \$ \_\_\_\_\_

TOTAL INSPECTION FEES \$ \_\_\_\_\_

All payments are due at the time of the inspection. Payments can be by personal check (if within Nevada), cashier check (outside Nevada), credit card (Visa/MasterCard), or cash. HomePro Inspections,LLC can not schedule any services without payment, or prior arrangements made with HomePro Management.

By signing below you acknowledge that you have read, understand and agree to the scope of the inspection and agree to all of the terms and conditions of this contract. You also agree to pay the fees listed above as specified prior to or at the time of the inspection.

### Signatures

CLIENT: \_\_\_\_\_ DATED: \_\_\_\_\_

CLIENT: \_\_\_\_\_ DATED: \_\_\_\_\_

AUTHORIZED AGENT OF HOMEPRO INSPECTIONS, LLC

SIGNED \_\_\_\_\_ DATED: \_\_\_\_\_

INSPECTION DATE \_\_\_\_\_ REPORT NUMBER \_\_\_\_\_

When completed, please fax back to **(702) 270-8445** or  
E-mail-**HomePro.Inspector@yahoo.com**