

HIP Home Inspections, LLC
218-257-2991
Leanne.Schepper@hiphomeinspectors.com
PRE-INSPECTION AGREEMENT
(Please Read Carefully)

THIS AGREEMENT is made this -----2020, between (COMPANY) HIP Home Inspections, LLC located at 16117 440th AVE Frazee, MN 56544 and CLIENT NAME

1. Address of House to Be Inspected. The house to be inspected is located at (the “Premises”):

Address:

2. Services to be Performed. COMPANY agrees to perform the following services for CLIENT.

- a. Home Inspection. A limited visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the Premises (the house and one attached or detached garage) existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. Sheds, outbuildings, and **other accessory structures are excluded or for an additional cost.** Installed components included in the inspection are structural system/foundation, exterior, roof system, plumbing system, electrical system, heating system, (weather permitting), cooling system (weather permitting), interior, insulation and ventilation, fireplaces and solid fuel burning appliances (if present). **A 120-day limited home inspection warranty will be issued after completion and issued at the time the report is emailed. Details for the warranty can be found on OREP.org.**
- b. Other Inspection (listed here...if applicable).
- c. Radon Testing (separate contract required).

CLIENT acknowledges that his/her presence at the inspection has been requested. CLIENT acknowledges that he/she has been advised of the time and date of the inspection. Client is not required to attend.

3.Inspection Fee. CLIENT agrees to pay to COMPANY an inspection fee in the amount of:

Home Inspection:	\$	SQFT inspected:
Other Inspection:	\$ _____	
Total Fee:	\$	

The fee for the inspection is due upon completion of the physical inspection. A \$50.00 fee will be applied to all returned checks and to any invoice outstanding 15 days or more from the time of the inspection. Any follow-up visit to the inspected Premises shall be a minimum charge of \$100.00 due at the time of reinspection. Cashier check preferred and cash accepted. Company will provide a receipt with Company name. Credit cards will be charged an additional 3% processing fee.

SEE REVERSE SIDE FOR ADDITIONAL TERMS, CONDITIONS, LIMITATIONS
AND SIGNITURES

4. Scope of Inspection. The scope of the inspection is strictly limited as set forth in this Agreement. The parties understand and agree that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies, including but not limited to, basement flooding, basement seepage and roof leakage, are excluded from this inspection. The parties agree that the InterNACHI Home

Inspection Standards of Practice, and The International Code of Ethics for home Inspectors most current edition, shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. Copies of these standards are available upon request or visit <https://www.nachi.org/sop.htm>. Client understands that InterNACHI is not a party to this Agreement, has no control over COMPANY, and does not employ or supervise COMPANY.

5. Items Not Inspected. The inspection and report exclude and do not cover those items indicated as “untested” or “not inspected” or the possible presence of or danger from any potentially harmful substances and environmental hazards including, but not limited to, the following items: radon testing; mold; asbestos; lead paint; formaldehyde; toxic and flammable materials; soil contamination; water testing; termite and pest infestation; water softener and filter system; sprinkler systems; central vacuum systems; telephone systems; intercom systems; security systems; antennas; cable television; doorbells; appliances; playground equipment; swimming pools and pool equipment; spas; energy efficiency measurements; such as infrared inspections; recreational equipment; recreational facilities (boat docks and tennis courts); landscaping; underground storage tanks; underground drainage; irrigation; outdoor grills; low voltage exterior lighting; remote overhead door transmitters and receivers; concealed or underground electric and plumbing; systems which are shut down or otherwise secured; private sewer systems; water wells; chimney draft; heating system accessories; solar heating systems; other green energy systems; exterior insulation and finish systems; zoning or other ordinances; and building code conformity. All items indicated as being excluded in the InterNACHI Standards of Practice are also excluded herein. CLIENT understands that these systems and conditions and information about them are excluded from this Inspection and Report. Any general comments which may appear about these systems and conditions are provided as a courtesy only and DO NOT represent or form a part of the Inspection. If any structure CLIENT want COMPANY to inspect is a log structure or includes log construction, CLIENT understands that such structures have unique characteristics that may make it impossible for COMPANY to inspect and evaluate them. Therefore, the scope of the inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.
6. Third Party Liability. It is understood and agreed that the inspection and report are performed and prepared for the confidential and exclusive use and possession of CLIENT. No other person or entity may rely on the report issued pursuant to this agreement. COMPANY is not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release COMPANY (including employees and business entities) from any liability whatsoever. If CLIENT or any person acting on CLIENT’s behalf provide the report to a third party who then sues CLIENT and/or COMPANY, CLIENT hereby releases COMPANY from any liability and agree to pay COMPANY’s costs and legal fees in defending any action naming the COMPANY. The inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. COMPANY hereby disclaims all warranties, express or implied, to the fullest extent allowed by law.
7. Limitation of Liability. It is understood and agreed that in the event of any claim whatsoever against COMPANY, it’s employees, inspectors, or other agents, whether based on contract, negligence or other tort, statute, or otherwise, in any way directly or indirectly resulting from or relating to the inspection, the report or performance or nonperformance of services by COMPANY, that, any liability of COMPANY, it’s employees, inspectors or other agents shall be solely and exclusively limited to the amount of the inspection fee actually paid by CLIENT. COMPANY assumes no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, COMPANY’s liability is limited to liquidated damages in an amount not greater than 1.5 times the fee CLIENT paid to COMPANY. CLIENT hereby waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. CLIENT acknowledges that this liquidated damages is not a penalty, but that COMPANY intends it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between the parties; and (iii) enable COMPANY to perform the inspection for the agreed-upon fee.
8. COMPANY does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located.
9. Limitation of Actions. No action shall be maintained by CLIENT against COMPANY unless written notice, sent by certified mail return receipt requested, setting forth that an installed system or component of the Premises which was inspected by the Inspector was not in the condition reported by the Inspector, is delivered by CLIENT to COMPANY within ten (10) business days after the discovery of such defect becomes known to CLIENT. CLIENT 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. Failure to comply with these condition’s releases COMPANY from liability.
10. CLIENT agrees that the exclusive venue for any litigation arising out of this Agreement shall be in Becker County, Minnesota. If CLIENT fails to prove any claim against COMPANY, CLIENT agrees to pay all legal costs, expenses and attorney’s fees incurred

by COMPANY in defending that claim. CLIENT agrees that the exclusive venue for any legal action against InterNACHI itself, allegedly arising out of this Agreement or COMPANY's membership in InterNACHI, will be in Boulder County, Colorado. Before bringing any such action, CLIENT must provide InterNACHI with 30 days' written notice of the nature of the claim, in sufficient detail and with sufficient supporting documents that InterNACHI can evaluate it. In any action against COMPANY or InterNACHI, CLIENT hereby waives trial by jury.

- 11. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents the entire agreement of the parties; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by COMPANY shall be binding unless reduced to writing and signed by one of COMPANY's authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT will have no cause of action against COMPANY after one year from the date of the inspection.
- 12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior agreements between the parties. CLIENT agrees that any representation, promise, condition, or warranty, express or implied, not included in this Agreement shall not be binding on any party.
- 13. Interpretations. It is mutually understood and agreed that all provisions herein are severable and that, in the event that any of them shall be held to be invalid, any competent court may modify or reform any such provisions to make it enforceable and that the remaining provisions hereof shall nevertheless be valid and binding.
- 14. Assignment. The rights and obligations under this Agreement may not be assigned by any of the parties hereto without the prior written consent of the other party.
- 15. Attorney's Fees. The prevailing party in any dispute arising out of this Agreement, the Inspection, or Report(s) shall be awarded reasonable attorney's fees and other costs. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against COMPANY by reason of the rule that any ambiguity in a document is construed against the party drafting it. CLIENT has had the opportunity to consult qualified counsel before signing this Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKKNOWLEGDE RECEIVING A COPY OF IT.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first written above.

HIP Home Inspections, LLC

CLIENT (s)

By: _____

Leanne Schepper
Owner-Home Inspector
MN RADON License
REMA-00350

CLIENT's initials _____ indicate agreement to allow COMPANY to release a copy of the report to:
Real Estate Agent / Seller / Attorney /
Other _____