

# Jagger Enterprises, Inc. dba Buckeye Home Inspections Pre-Inspection Agreement

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ by and between Jagger Enterprises, Inc. and Client.

Client agrees to employ Jagger Enterprises, Inc. and Jagger Enterprises, Inc. agrees to conduct a pre-purchase general inspection of:

**Subject Property** \_\_\_\_\_  
address, city, state, zip

**Client Name** \_\_\_\_\_  
please print

## Scope of the Inspection

Buckeye Home Inspections agrees to conduct an inspection for the purpose of informing you (the Client) of observable **Material Defects** in the present condition of the property. The inspection and reports are performed and prepared for the sole, exclusive and confidential use and possession of the Client. The inspection and report will conform to the current American Society of Home Inspectors® (ASHI®) Standards of Practice, a copy of which is available upon request.

## Outside the Scope of the Inspection

Any area or component which is not exposed to view, is concealed or is inaccessible because of soil, snow + ice, organic matter, walls, floors, carpets, ceilings, furnishings or other items or those which require dismantling or destructive testing is outside the scope of the inspection.

No assessment and representation is made with regard to compliance with building codes and regulations.

Whether or not they are concealed, the following items are also outside the scope of this inspection:

- Air conditioning and heat pump equipment testing when temperatures or conditions are not conducive for safe, effective operation. No assessment or representation is made with regard to heating and cooling equipment size (btu capacity) to the load requirement of the building nor the efficiency of such equipment.
- Asbestos, radon, formaldehyde, lead, mold/mildew or air quality.
- Building value appraisal or cost estimates.
- Condition of detached buildings.
- Electromagnetic radiation or any environmental hazards.
- Engineering analysis.
- Free standing appliances, security alarms or personal property.
- Furnace heat exchangers.
- Geological stability, erosion or soils conditions.
- Pools or spas bodies and underground piping.
- Prediction of life expectancy of any item.
- Private water or private sewerage systems.
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters, thermostatic or timer controls.
- Saunas, steam baths or fixtures and equipment.
- Sprinklers and irrigation systems.
- Termites, pests, wood destroying organisms or infestation.
- Water softener/purifier systems or solar heating systems.

Your inspector is a home inspection generalist and is not acting as an engineer, craftsman or tradesman. If your inspector recommends consulting others with specialized skills it is your responsibility to do so.

**This inspection is not technically exhaustive.** The inspection does not cover latent or concealed defects. This inspection also does not cover defects not reasonably observable at time of inspection including, but not limited to recent repairs, paint or covering that may conceal current or prior defects, whether deliberately concealed or otherwise. The inspector will not conduct destructive, invasive or disruptive testing. The inspector will not enter unsafe or inaccessible areas to perform the inspection.

Client understands and agrees that any claim for failing to inform the Client of observable **Material Defects** in the present condition of the property or any other claim arising out of the inspection shall be made in writing and reported within ten (10) business days of discovery of alleged failure. Client further agrees that with the exception of emergency conditions, Client, Client's agents, employees or independent contractors will make no alterations, modifications, or repairs to the claimed discrepancy prior to 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 inform the Client of observable **Material Defects** in the present condition of the property or any other claim arising out of the inspection. No claims will be allowed after one year of the original home inspection.

**The limit of liability under this Agreement shall not exceed the lesser of the actual cash value of the non-disclosed material defect, or the cost to repair less depreciation.**

The inspection report is valid only for the day and time of the inspection; building systems can develop problems at the most unexpected times even on the day of the inspection. Client recognizes that there is no representation or guarantee of expected or remaining future life for items inspected.

The inspection and report are for the sole and exclusive use of the Client. No other persons or entity shall rely upon or utilize the inspection or report. This Agreement is not assignable and no third party shall have any valid claim hereunder in any manner whatsoever. **This inspection report does not relieve any person or entity from any duty to disclose conditions that the inspection did not observe or report. This inspection report does not relieve the client of the duty to make diligent inquiry of any person or entity who may have actual knowledge of the present condition of the property.**

**Arbitration:** Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be determined by arbitration administered by the **American Arbitration Association** in accordance with its Commercial Arbitration Rules. Arbitration shall be mandatory, and the award determined by the arbitrator(s) shall be final, conclusive and binding on all parties. The judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**Entire Agreement:** This agreement contains the entire understanding between inspector and the Client. There are no other representations, warranties, or commitments expressed or implied except as are specifically set forth herein. this agreement supersedes any and all representation or discussion, whether oral or written, if any, among the parties relating to the subject matter of this agreement. This agreement may be modified, altered or amended only by a writing signed by Inspector and Client.

I request that inspection be conducted under terms and condition defined in this contract. (If this is a joint purchase, the signature of Client represents actual authority to sign for all purchasing parties.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent for Jagger Enterprise, Inc.



