



# Washington State/ASHIWW STANDARD HOME INSPECTION PREINSPECTION AGREEMENT<sup>®</sup>

FOR A STANDARD HOME INSPECTION OF A RESIDENCE WITH FOUR OR FEWER DWELLING UNITS



This Preinspection Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (the "Client") and ~~Á~~ \_\_\_\_\_ (the "Inspector") for a Standard Home Inspection of the residence located at \_\_\_\_\_ (the "Residence"). The Standard Home Inspection shall be performed on \_\_\_\_\_, 20\_\_. Client will be provided a written copy of the home inspection report by no later than \_\_\_\_\_, 20\_\_.

### GENERAL PURPOSE AND SCOPE OF INSPECTION

The purpose of a home inspection is to assess the condition of the Residence at the time of the inspection using visual observations, simple tools, and normal homeowner operational control, and to report deficiencies of specific systems and components. Unless specifically excluded below, a Washington State Licensed Home Inspector is responsible for performing a visual and noninvasive inspection of the readily accessible systems and components of a home as identified and described in Washington Administrative Code ("WAC") sections 308-408C-070 through -180 (**EXHIBIT A** to this Agreement), to the extent such systems and components exist at the Residence. Such components and systems include the roof, foundation, exterior, heating system, air-conditioning system, structure, plumbing and electrical systems, and other aspects of the home as may be identified in WAC 308-408C-070 through -180 (**EXHIBIT A** to this Agreement), to the extent such systems and components exist at the Residence.

The Inspector shall prepare a written report of the general condition of those systems and components as they appear at the time of the inspection. The inspection report is a written opinion of what was visible and evident at the time of the inspection. The report is not a listing of repairs to be made and is not intended for use as a guide in re-negotiating or making a determination about a real estate transaction. Items that are not listed in the inspection report were not inspected and are not included under the scope of the inspection service provided.

A home inspection is not technically exhaustive and does not identify concealed conditions or latent defects. The Inspector is acting as a licensed home inspector and is not acting as a licensed engineer or expert in any specific craft or trade. If the Inspector recommends consulting other specialized experts, Client should do so and such consultation will be at the Client's expense. Not all conditions are apparent at the time of inspection, and the written report is not a substitute for any seller disclosure statement as may be required by law.

Inclusion of additional items to be inspected or items to be deleted from the inspection may be negotiated and/or mutually agreed upon by the Client and the Inspection Firm as indicated in an addendum to this Agreement. An additional fee may be assessed.

### OUTSIDE THE SCOPE OF THE INSPECTION

The following are specifically NOT within the scope of this inspection, unless otherwise agreed to in an addendum to this Agreement:

- Investigation of mold, asbestos, lead paint, water, soil, air quality or other environmental issues.
- Inspection of any area which is not exposed to view, is concealed, or is inaccessible because of soils, walls, floors, carpets, ceilings, furnishings, or any other obstruction is not included in this inspection. CLIENT AGREES TO ASSUME ALL THE RISK FOR ALL CONDITIONS WHICH ARE CONCEALED FROM VIEW AT THE TIME OF THE INSPECTION.
- Destructive testing or dismantling beyond normal home owner access.
- All Exclusions and Limitation listed in WAC 308-408C-030(1) through (20) (**EXHIBIT A** to this Agreement).
- Determining compliance with installation guidelines, construction documents, manufacturer's specifications, building codes, local ordinances, zoning regulations, covenants, or other restrictions, including local interpretations thereof.
- Defining the manufacturer or issues directly or indirectly related to drywall from the Peoples Republic of China.
- \_\_\_\_\_
- \_\_\_\_\_

## AGREEMENT INCLUDES FRONT OF THIS PAGE

**WOOD DESTROYING ORGANISMS:** Pursuant to RCW 18.280.190, a licensed home inspector who is not also licensed as a pest inspector under chapter 15.58 RCW shall only refer in his or her report to rot or conducive conditions for wood destroying organisms and shall refer the identification of or damage by wood destroying insects to a structural pest inspector licensed under chapter 15.58 RCW.

**LIMITATION OF LIABILITY:** This Agreement, the inspection and the inspection report do NOT CONSTITUTE A GUARANTEE OR WARRANTY of any kind, nor do they substitute for any seller disclosure statement as may be required by law. The Inspector's liability for acts and omissions in the inspection or the inspection report shall be LIMITED TO THE AMOUNT OF THE FEE PAID BY THE CLIENT FOR THE INSPECTION.

CLIENT'S INITIALS: \_\_\_\_\_

**ONE-YEAR TIME LIMITATION ON CLAIMS:** NO LEGAL ACTION OR PROCEEDING OF ANY KIND, INCLUDING THOSE SOUNDING IN TORT OR CONTRACT, CAN BE COMMENCED AGAINST THE INSPECTOR OR ITS OFFICERS, AGENTS OR EMPLOYEES MORE THAN ONE (1) YEAR AFTER THE DATE OF THE SUBJECT INSPECTION. TIME IS EXPRESSLY OF THE ESSENCE HEREIN. THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.

CLIENT'S INITIALS: \_\_\_\_\_

**NOTICE AND WAIVER OF CLAIMS:** To the extent a claim or complaint is not otherwise barred by the one-year time limitation on claims (above), Client agrees and understands that ANY CLAIM(S) OR COMPLAINT(S) ARISING OUT OF OR RELATED TO ANY ALLEGED ACT OR OMISSION OF THE INSPECTOR SHALL BE REPORTED IN WRITING TO THE INSPECTOR WITHIN TEN (10) BUSINESS DAYS OF DISCOVERY. Unless there is an emergency condition the client agrees to ALLOW THE INSPECTOR A REASONABLE PERIOD OF TIME TO INVESTIGATE THE CLAIM(S) OR COMPLAINT(S) by, among other things, re-inspection before the client or anyone acting on the client's behalf repairs, replaces, alters, or modifies the system or component that is the subject matter of the claim or complaint. Client understands and agrees that ANY FAILURE TO TIMELY NOTIFY THE INSPECTOR AND ALLOW ADEQUATE TIME TO INVESTIGATE AS STATED ABOVE SHALL CONSTITUTE A COMPLETE BAR AND WAIVER OF ANY AND ALL CLAIMS THE CLIENT MAY HAVE AGAINST THE INSPECTOR RELATED TO THE ALLEGED ACT OR OMISSION IN THE INSPECTION OR INSPECTION REPORT, unless otherwise prohibited by law.

CLIENT'S INITIALS: \_\_\_\_\_

**MEDIATION AND BINDING ARBITRATION:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation arising out of, from or related to, this Agreement or arising out of, from or related to the inspection or inspection report shall be submitted first to a Non-Binding Mediation, and absent a voluntary settlement through Non-Binding Mediation, to be followed by final and Binding Arbitration as conducted by the Construction Dispute Resolution Services, LLC (under its "Home Inspection Arbitration Rules and Procedures," a copy of which is available at <http://www.constructiondisputes-cdrs.com>), or another Arbitration service if mutually agreed upon in writing by the parties. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof. NOTICE: CLIENT AND INSPECTOR WAIVE ANY RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES. CLIENT AND INSPECTOR HAVE INSTEAD AGREED TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION.

CLIENT'S INITIALS: \_\_\_\_\_

**SEVERABILITY:** Client and Inspector agree that should a Court or Arbitrator of Competent Jurisdiction determine and declare that any portion of this agreement is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

**LICENSED HOME INSPECTOR:** This inspection will be performed by a principal, manager, officer, associate, agent, or employee of the Inspector who is licensed as a home inspector by the State of Washington. Should the inspection be performed by a person who is not licensed as a home inspector by the State of Washington, all provisions in the above sections entitled "Limitation of Liability," "Notice and Waiver of Claims," "One-Year Time Limitation on Claims," and "Mediation and Binding Arbitration" are void.

**INSPECTION FEE:** Client agrees to pay the Inspector an inspection fee in the amount indicated below as consideration for the Standard Home Inspection contemplated by this Agreement. Unless otherwise agreed to by Client and Inspector, payment of the inspection fee is due on site prior to the commencement of the Inspection. Client's failure to pay the inspection fee when due is a material breach of this Agreement.

Inspection variance(s):		
Inspector's Signature:		Date:
Client's Signature:		Date:

Inspection Fee:	\$
Total Fees:	\$

By signing below Client acknowledges that he/she has read, understands and agrees to the scope of the inspection, has full capacity and legal authority to sign the Agreement, and agrees to all of the terms and conditions of this Agreement. Client also acknowledges that he/she was provided with a copy of this Agreement prior to the inspection unless prevented by circumstances from doing so.

**CLIENT:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENTS:** Exhibit A – WAC-408C, et seq.

Additional Home inspector laws and rules may be found at [www.dol.wa.gov/business/homeinspectors/hilawsrules.html](http://www.dol.wa.gov/business/homeinspectors/hilawsrules.html)