

# QUEST HOME INSPECTION PRE-INSPECTION CONTRACT

**This Contract limits the liability of Quest Home Inspection. Please read it carefully.**

This agreement is between the Client named on page 2 of this contract and Quest Home Inspection

I (Client) hereby request a **limited visual inspection** of the structure at the address named on page 2 of this contract, for my sole use and benefit. I warrant that I will read the following agreement carefully. I understand that I am bound by the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have.

**Please initial here** \_\_\_\_\_

## SCOPE OF THE INSPECTION

The Inspector agrees to perform a visual inspection of readily accessible areas of the identified property, and to identify in a written report any system or component which exhibits visually observable major deficiencies at time of inspection, or that may be in need of immediate repair. The inspection will be performed in compliance with generally accepted standards, and adhere to a professional code of ethics, copies of which are available upon request. **The scope of the inspection is limited to the items listed within the report pages INDICATED AS INCLUDED on the bottom of the Key page.**

## OUTSIDE THE SCOPE OF THE INSPECTION

Any area that which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, personal property, debris, obstructions, or any other thing is not included in this inspection. Inspector is not required to move any of these items which may impede visibility.

The inspection does not include destructive testing or dismantling. Client agrees to assume all risk for all conditions not visible, or concealed, at the time of the inspection.

Whether or not they are concealed, the following systems **ARE OUTSIDE THE SCOPE OF THIS INSPECTION:**

- Building code or zoning ordinance violations.
- Building value appraisal or cost estimates, or building permit research.
- Surveys or site assessments.
- Geological stability or soils condition.
- Structural stability or engineering analysis.
- Termites, ants, rodents, other pests or wood destroying organisms.
- Dry rot, mold, or mildew.
- Asbestos, radon, formaldehyde, lead, water or air quality.
- Odors or noise.
- Electromagnetic radiation or any environmental hazards.
- Condition of detached buildings.
- Docks, pools, spas, hot tubs and underground piping.
- Saunas, steam baths, or fixtures and equipment.
- Specific components noted as being excluded on the individual system inspector forms.
- Private water or private sewage systems.
- Radio controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls.
- Water softener/purifier systems or solar heating systems.
- Furnace heat exchangers, portable air conditioners, freestanding appliances, or sprinkler systems.
- Security or fire safely systems, and any wiring not part of the primary electrical distribution system.
- Personal property, floor or wall coverings, or cosmetic items.
- Adequacy or efficiency of system or component.
- Prediction of life expectancy of any item.

**DISCLAIMER OF WARRANTY:** The Client acknowledges that the 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 licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, Client must do so at Client's expense.

**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 or 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.

**Please initial here** \_\_\_\_\_

**CONFIDENTIAL REPORT:** The inspection report to be prepared for the client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client 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.

**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.

**SEVERABILITY:** Client 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.

**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 with ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repair to the claimed discrepancy prior to a reinspection by the inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver or any and all claims for said failure to accurately report the condition in question.

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## LIMITATION ON LIABILITY

**INSPECTOR'S LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION 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 CLIENT AND CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS AND 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.

Please initial here \_\_\_\_\_

**Client understands that if Client wants an inspection WITHOUT A LIMIT ON LIABILITY TO A REFUND OF THE FEE PAID for the inspection.** Client may pay an additional fee to receive a report without the limitation.

Address \_\_\_\_\_ Report # \_\_\_\_\_

Client \_\_\_\_\_

**Client, Please initial your choice below:**

\_\_\_\_\_ I do NOT agree to pay an additional fee to remove the limit of liability to a refund of the fee paid.

\_\_\_\_\_ I do AGREE to pay an additional fee of \$ \_\_\_\_\_ to remove the limit of liability to a refund of the fee paid.

LIMITED LIABILITY INSPECTION FEE \$ \_\_\_\_\_

ADDITIONAL FEE FOR REMOVAL OF LIMITATION \$ \_\_\_\_\_

TOTAL INSPECTION FEE \$ \_\_\_\_\_

**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.**

Client: \_\_\_\_\_ Dated: \_\_\_\_\_

Client: \_\_\_\_\_ Dated: \_\_\_\_\_

Inspector: \_\_\_\_\_ Dated: \_\_\_\_\_  
Quest Home Inspection

# QUEST HOME INSPECTION

1512 CUTLER DRIVE  
LAS VEGAS, NV 89117  
(702) 533-0527 PHONE  
(702) 240-8108 FAX

## Disclosure and Release Regarding Mold Addendum to Inspection Contract

Quest Home Inspection, its employees or agents, are not qualified to inspect property for mold or to make recommendations or determinations concerning possible health or safety issues. The purpose of this disclaimer is to put buyers on notice to conduct their own due diligence regarding this matter using appropriate, qualified experts.

The results of the inspection contained in this report are based upon observations of visible readily accessible area only; no dismantling or destructive testing was performed.

The client acknowledges that this Home Inspection is **NOT** an Environmental Survey and it not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include but are not limited to asbestos; radon; lead; urea formaldehyde; **MOLD**; mildew; fungus; odors; noise; toxic or flammable chemicals; water or air quality; PCB's or other toxins; electric-magnetic fields; underground storage tanks; proximity to toxic waste sites; carbon monoxide.

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Client

\_\_\_\_\_  
Client

Address: \_\_\_\_\_  
\_\_\_\_\_