

# ULTRA HOME INSPECTIONS LLC

KEVIN P. CROWE CPI  
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## PRE-INSPECTION AGREEMENT

This legal agreement is entered into by and between Kevin P. Crowe, herein referred to as INSPECTOR, and \_\_\_\_\_, herein referred to as CLIENT, to inspect the property located at \_\_\_\_\_.

The Real Estate Inspection, agreed to by use of this document, is a **"limited visual examination of the condition and operation of the readily accessible structural and mechanical components of the structure on the day of the inspection without regard to life expectancy"**.

The purpose of the inspection is to identify systems and components of the property that, in the professional opinion of the inspector, adversely affect the function, and/or integrity of the items, systems or components. The inspection and report will be limited to **visible, safely and readily accessible areas and components of the property**. The inspection is not considered to be **"technically exhaustive."**

**The inspection will be performed using the American Society of Home Inspectors [ASHI] Standards of Practice.** A copy of the standards of practice is available upon request or may be viewed on the internet at <https://www.homeinspector.org/Resources/Standard-of-Practice>. It is agreed that the **"standards of Practice"** shall define the standard of duty and the conditions, limitations and exclusions as well as those listed herein.

Systems, items, structures, and conditions which are not within the scope of the inspection include but are not limited to, radon, formaldehyde, lead paint, asbestos, air quality, molds, fungi, any environmental hazards, EIFS [external insulating finishing systems], pest infestation, water wells, septic systems, hail damage, concealed or latent defects, security systems, smoke or any other type of detector/alarms, playground equipment, pools of any kind, and the quality or safety of foreign made materials, [e.g., Chinese made sheet rock] as well as those identified in the ASHI Standards of Practice".

A written report of the inspection will be prepared for the exclusive use of the client [purchasers] and does not represent a guarantee or warranty of any kind, either expressed or implied. The report represents the opinion of the inspector and is not to be considered an appraisal, compliance inspection, or substitute for a real estate transfer disclosure required by law or certification for past or present codes or regulations. The client understands that the Inspection is of a limited general nature conducted within a limited time and that while the Inspection may **reduce** the risk of the client of unknown needed repairs, it **cannot eliminate** the risk. The client agrees to carefully read the complete report prior to purchase. It is understood that the report is nontransferable to a third party.

The parties understand and agree that the inspector assumes no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies nor responsibility for consequential damage or bodily injury of any nature either current or arising in the future. Any claim of such will be limited to the amount of the inspection fee and made prior to making any repairs, replacements or modifications of any kind. Failure to provide adequate notice will constitute a waiver of any and all claims the client may have against the inspector.

It is understood that this agreement represents the entire agreement between the parties and that this agreement shall be binding upon and insure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

Any dispute, controversy, interpretation or claim including a claim for, but not limited to, breach of contract, any form of negligence, fraud, or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to a non-binding mediation conference and absent a voluntary settlement through non-binding mediation to be followed by final and binding arbitration, if necessary, as conducted by Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their rules and procedures. If you would like to utilize the mediation and arbitration services of another dispute resolution provider other than one of those listed please submit your recommendation to us for consideration. If the dispute is submitted to Binding Arbitration, the decision of the arbitrator appointed there under shall be final and binding. Enforcement of the Arbitration award may be entered in any court of competent jurisdiction.

**CLIENT HAS READ, UNDERSTANDS AND ACCEPTS THIS LEGAL DOCUMENT SIGNED PRIOR TO, AT THE TIME OF THE INSPECTION OR ANYTIME PRIOR TO ACCEPTANCE OF THE REPORT AND AGREES TO THE DISPUTE RESOLUTION LANGUAGE WRITTEN ABOVE AS WELL AS ALL OTHER TERMS OF THE AGREEMENT. Int. \_\_\_\_\_**

Client Signature: \_\_\_\_\_ Date \_\_\_\_\_ Agreed Fee \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date \_\_\_\_\_ Permission to provide agent a copy? Y/N \_\_\_\_\_

Inspector's Signature \_\_\_\_\_ Date \_\_\_\_\_

