

Date of Inspection: _____	House Faces: _____	Weather: _____
Time of Inspection: _____	Estimated Age: _____	Temperature: _____

MCKALE HOME INSPECTION INSPECTION AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, between McKale Home Inspection (“COMPANY”), located at 6182 Deer Run Road, Schoolcraft, Michigan 49087, and _____ (“CLIENT”).

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

Address: _____

City: _____ State: _____ Zip: _____

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

COMPANY WILL INSPECT THE FOLLOWING	
<p>Garage: Includes: carports, attached garage, detached garage.</p>	<p>Exterior: Includes: siding, flashing, trim, exterior doors, deck/stairs, balconies, stoops/porches, steps, eaves, soffits, fascia, vegetation, grading, drainage, retaining wall, walkways, patio, driveway, garage door, garage openers, garage door safety sensors.</p>
<p>Roof: Includes: roof type, roof material, installation of roof, chimney, flashing, mildew present (visual), missing/damaged shingles, gutters/downspouts, skylights.</p>	<p>Attic: Includes: roof sheathing, framework, ventilation, insulation, access, chimney area, signs of pest (visual).</p>
<p>All Bathrooms: Includes: sinks/counters, tubs/showers, toilets, floor, walls, ceiling, windows, outlets, vents/lighting.</p>	<p>All Bedrooms: Includes: Doors, flooring, walls, ceiling, windows, closets, outlets, lighting, fans.</p>
<p>Living Spaces/Interior Rooms: Includes: flooring, stairways, walls, ceiling, windows, lighting, ceiling fans, fireplace, outlets.</p>	<p>Kitchen/Appliances: Includes: Flooring, walls/ceiling, sink/disposal, counter tops, cabinets/pantry, dishwasher, stove/oven/ventilation, refrigerator, outlets, microwave.</p>

Foundation/Basement/Crawl Space: Includes: Foundation material, slab condition, wall condition, drainage, sump pit/pump, ventilation, framework, outlets.	Plumbing: Includes: Water supply pressure, supply piping size, main shut-off valves, pressure at faucets, drainage, sewer/septic, water heater condition, vent system, sump pump.
Electrical: Includes: Type of service, main disconnect location, service panel location, service line material, service voltage, service amperage, service panel ground, branch circuit wiring, over current protection, GGCI/AFCI breakers, smoke detectors.	Heating, Ventilation and Air Conditioning: Includes: Heating system, energy source, venting/chimney, heating system operation, ductwork/piping, cooling system, cooling system operation, thermostat, air filters, all smoke alarms, all carbon monoxide detectors.
ADDITIONAL ITEMS - NOT INCLUDED IN STANDARD INSPECTION AND REQUIRE AN ADDITIONAL FEE:	
Pools/Spa _____ Pool House _____ Pool Equipment _____	

COMMON ITEMS COMPANY DOES NOT INSPECT:

- Gates
- Fences
- Mold
- Radon
- Wood-Destroying Organisms
- Asbestos
- Lead Paint

A complete description is contained in Section 5 of this agreement below. Company recommends Client to contact a professional licensed in above areas if client has concern regarding the same. Company assumes no liability related to the presence or condition of any of the items not inspected.

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.

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

Home Inspection: \$ _____

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 30 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.

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 American Society of Home Inspectors® (ASHI®) Standards of Practice, 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.

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: asbestos; mold; 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; 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; zoning or other ordinances; and building code conformity. All items indicated as being excluded in the ASHI® 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.

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.

7. Limitation of Liability. It is understood and agreed that in the event of any claim whatsoever against COMPANY, its 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, its employees, inspectors or other agents shall be solely and exclusively limited to the amount of the inspection fee actually paid by CLIENT. This sum shall be treated as liquidated damages. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that this liquidated damage is not a penalty, but that we intend it to: (i) reflect the

fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between COMPANY and CLIENT; and (iii) enable COMPANY to perform the inspection for the agreed-upon fee. If you wish to eliminate this liquidated damage provision, we are willing to perform the inspection for an increased fee of \$_____, payable in advance.

8. Right to Examine. The COMPANY shall have the right to examine the subject matter and area of any claim or potential claim against COMPANY arising from this Agreement and the right to offer a resolution prior to CLIENT's performance of any remedial measures (except in the event of an emergency, or to protect for personal safety, or to reduce or avoid damage to property). The right of examination herein is a condition precedent to the commencement of any claim by CLIENT against COMPANY for any reason including negligence or breach of any term hereof. CLIENT agrees that CLIENT shall not file or commence any claim against the Inspector in any jurisdiction until he has notified COMPANY of the complaint and made reasonable efforts to afford the COMPANY an opportunity to complete the examination contained in this paragraph.

9. No Warranty. The inspection and report do not constitute a warranty, guarantee or insurance policy of any kind. There are no warranties made against roof leaks, wet basements, or mechanical breakdowns. The report is a professional opinion based on a visual inspection of the accessible areas and features of the property as of the date and time of the inspection and is not a listing of repairs to be made. The report is not an assessment nor is it an appraisal. COMPANY is not associated with any seller, buyer, contractor, lawyer, or realtor.

10. 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. Any additional future agreement or modification of this Agreement must be made in writing or CLIENT agrees that it shall be invalid.

11. 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.

12. Assignment. The rights and obligations under this Agreement may not be assigned by any of the parties hereto without the prior consent of the other party.

13. 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.

14. Governing Law. The Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

15. Venue and Jurisdiction. Venue and jurisdiction shall be in the Michigan state court of appropriate jurisdiction located in the same county as address of the house to be inspected as described in Paragraph 1 of this Agreement.

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

MCKALE HOME INSPECTION:

CLIENT:

By: _____
Ryan McKale
Home Inspector

CLIENT affirmatively indicates agreement to allow COMPANY to release a copy of the report to:

Real Estate Agent/Seller/Attorney/Other: _____

CLIENT:
