

# Sundial Home Inspections, LLC

## Limited 4-point Insurance Inspection Agreement

Property Address \_\_\_\_\_

Clients Name: \_\_\_\_\_

Client is responsible for ensuring that all utilities are turned on (and any claims presented due to damage) and property access is available at the inspection. Inspector is not required to light pilot's or turn on any valves.

Inspector will perform inspection in accordance with the InterNACHI (International Association of Certified Home Inspectors) Standards of Practice for home inspections that are included in typical 4-point insurance items pertaining to the roof, HVAC, plumbing and electrical. Client agrees to a short 4-point inspection report only and not the report items typically included in regular home inspections and reports. Client understands that the inspection will be performed in accordance to the aforementioned Standards which contain certain limitations, exceptions and exclusions. This type of Inspection will reduce risks but will not always eliminate risk.

Inspector will perform a visual Inspection of the home and provide the Client with an inspection report identifying the defects that the Inspector both observed, deemed material and that are included in typical 4-point insurance inspections.

This Inspection is not a technically exhaustive procedure and is not a warranty or guarantee or any form of insurance. This Inspection is to show the property's apparent condition as observed visually as a point in time only. No warranty or guarantee is provided on any inspected or uninspected item, express or implied, regarding future use, operability, habitability, insurability or suitability of the home / building or its components. Any problems disclosed by the owner or previous owners, previous inspections or known problems not made available and known to Inspector prior to the Inspection process are not the responsibility of the Inspector. Client agrees, that some items, while being observed visually and displaying no signs of defect can and sometimes do have deficiencies. These types of concealed problems may become worse or only become visible as other contractors dismantle and troubleshoot the component or system or perform a more exhaustive test. Inspector is not responsible for other contractor's findings, opinions, additional repair or replacement recommendations.

**Limits of Liability:** The Inspector does not assume any of the risks associated with purchasing or owning property therefore the Inspectors liability for errors and omissions is limited to the amount paid by the Client for the Inspection less expenses or an amount agreed to in this Agreement prior to the Inspection. If legal action is brought against the Inspector by the Client and the Client does not prevail, the Client agrees to pay the Inspector compensation for all time spent preparing, communicating, traveling and attending all related events plus all actual legal expenses and costs. Client agrees that this payment is not amendable by any arbitration process. After a period of 90 days Client agrees not to attempt any action against the Inspector or his company for any item associated with the inspection, this Agreement or any other reason. If the Client has a concern or dispute concerning an inspected item, the Client agrees to notify the Inspector in writing and via telephone within ten days of knowledge of the problem and provide the Inspector an opportunity to inspect the item prior to allowing any work to be performed on the item unless an emergency situation exists. In the event Client does not provide the two notices required and provide the Inspector the time and access to inspect the item will prevent the Client

from bringing any claims or actions against the Inspector for the item in concern. Client agrees that a claim of negligence or the like must be supported by and with only the Standards of Practice(s) used and substantial proof must be made with no other interpretations allowed whatsoever or claims can be brought against Client. This Inspection is not technically exhaustive and not a guarantee that all existing defects possible in homes will be identified and reported. An infrared camera will be used in a limited manner at no additional charge.

Any Client dispute concerning this Agreement or the Inspection shall be resolved by binding, non-appealable arbitration conducted by an arbitrator who is experienced with the home inspection industry and will be selected by mutual agreement by both parties. This does not apply to a dispute concerning the payment of the fee. The guidelines agreed to be utilized for arbitration are the InterNACHI (International Association of Certified Home Inspectors) Standards of Practice in effect at the time of the Inspection. No claims can be brought against Inspector for any property not owned by Client. Inspector reserves the right to utilize the court system to counter any claims made by the Client that are not supported by this Agreement in its exact stated conditions. Inspector is not a home warranty company.

Severability and Entire Agreement: The Client agrees that should an arbitrator or court determine that any provision(s) in this Agreement is unenforceable, the remaining portions shall remain in full effect. No other verbal agreement or guarantees are made and this Agreement is the total Agreement.

Report Details: The Report will be emailed within approximately 24 hours of completion of the Inspection process. Ownership of the Report is retained by the Inspector and the Client may not sell the report. The report may be held if the correct fee is not paid.

**Agreement Miscellaneous Items :**

Client authorizes the report to be distributed, if needed, to the insurance company. Client agrees to give Inspector permission to discuss observations with repairpersons, and other interested parties. If Client does not want the report distributed, Client should cross out the above paragraph, initial and email inspector.

Fees and Payment: The fee is based on payment being made before or at the time of the Inspection. If the Client cannot attend the Inspection, the payment should be arranged for delivery during the Inspection or paid before the Inspection. The Report or inspection findings are not released until payment is received unless prior arrangements are made. Client agrees to pay a \$30 charge for any returned checks.

The report is only supplementary to the seller's disclosure, termite inspection and any problems known by others. Clients can attend the inspection but this presence will have to be considered at their own risk. This inspector does not guarantee Chinese Drywall is not within the dwelling. Without laboratory testing, the INSPECTOR is not qualified to detect the presence of Chinese Drywall. The issue of Chinese Drywall (and its potential problems) or other defective drywall compounds is beyond the scope of the inspection and report.

Client agrees by signing below that you have read, understand and/or agree to this entire Agreement.

Client Signature \_\_\_\_\_ Date: \_\_\_\_\_