



Elite Inspections LLC Agreement

Client (s) _____ E Mail _____

The address of the property is: _____
Phone _____

Inspection Date: _____ Fee for the home inspection is \$ _____

Additional Services → RADON : \$ _____ THERMAL IMAGING: \$ _____ TOTAL FEES: \$ _____

NOTE: Payment is due at time of inspection. Invoices over 30 days, are subject to a 10% late fee. Invoices over 60 days are subject to collections and additional collection fees.

Elite Inspections LLC (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

SCOPE OF INSPECTION

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with generally accepted standards of practice, a copy of which is available upon request.

OUTSIDE SCOPE OF INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

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

- Specific components noted as being excluded on the individual systems inspection forms
- Private water or private sewage systems
- Saunas, steam baths, or fixtures and equipment
- 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, freestanding appliances, security alarms or personal property
- Adequacy or efficiency of any system or component
- Prediction of life expectancy of any item
- Building code or zoning ordinance violations
- Geological stability or soils condition
- Structural stability or engineering analysis
- Termites, pests or other wood destroying organisms (dry rot)
- Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards
- Building value appraisal or cost estimates
- Condition of detached buildings
- Pool or spas bodies and underground piping

(Some of the above items may be included in this inspection for additional fees - check with your inspector)

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade.
Elite Inspections LLC Recommends those items of concern be addressed prior to the closing of escrow.
If your inspector recommends consulting other specialized experts, client must do so at client's expense.

I have read and understand the scope of the inspection Initial (s) _____

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.

3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing or noted here:

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

8. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. Payment of the fee to INSPECTOR is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

I HAVE READ AND AGREE TO THE ABOVE SCOPE OF INSPECTION..CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

ELITE INSPECTIONS LLC

CLIENT OR REPRESENTATIVE



Examples of infrared inspection applications

Detect Plumbing Issues

Blockages in pipes may be quickly located using infrared; enabling immediate response if required. The use of this non-destructive technology provides for proactive action to be taken, before the problem worsens.

Termite Nest Discovery

Infrared cameras in building inspections can even be used for rodent and pest discovery, as their lairs emit heat greater than the surrounding area. A great method to identify yet another hidden problem area when looking to purchase, lease or invest in a building.

Locate HVAC Problem Areas or Heat Loss

Loose, ill-fitting or disconnected heating, ventilation and cooling system fittings can lead to moisture issues and poor building airflow, as well as wasted energy and money. Early detection and correction of these issues using infrared technology should be priority.

Check energy efficiency

Locate and address heating and cooling losses in residential, commercial and industrial buildings with ease and pinpoint accuracy, enabling not only repairs and adjustments to be made, but accurately verified after the fact.

Quickly locate areas of cost savings

Many commercial and industrial organizations can easily locate and address ways to save money on energy cost through infrared analysis.

Verify proper systems operation

Infrared Inspection may be used to inspect and verify heating and cooling systems - for example to ensure the proper operation of radiant heating pipes located in the flooring to check for crimps in tubing and post-installation validation concerns.

Locate electrical problems

Issues with electrical connections, wiring or other system components are clearly highlighted as "hot spots" with infrared imagery - making them easy to locate and repair part of an ongoing restoration project or building addition.

Quickly diagnose building conditions

Buildings may be quickly and thoroughly scanned via infrared, identifying problem areas that can't be seen by the naked eye - ensuring the integrity of both structural and environmental systems for building inspection, repair verification and insurance purposes.

Easy noninvasive/non-destructive testing

Facilitate repairs quickly, easily and safely as infrared minimizes the need for building disassembly - for minimal repair time, labor costs and disturbance of habitants, as well as verification of a job well done.

NOTE: Although infrared thermal imaging is a far better diagnostic tool than the naked eye, it does not guarantee 100% accuracy, unless removal or destruction of components can be achieved to validate findings. When possible, other tools are used to verify thermal images, but even with these considerations we do not claim to have x-ray vision. Conditions may change and cause the apparent temperatures revealed on thermal images to be different at any given time.

I agree to infrared imaging inspection terms and price.

I choose NOT to perform an Infrared Inspection.

Signature: _____

Date: _____