

Ronnie Fones Inspector

Ronnie Fones, License #3380 000257
20477 Kings Hwy. P. O. Box 746, Montross, VA
22520
(804)761-0255

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT... PLEASE READ CAREFULLY

Client: _____ **Report #:** _____
Address: _____ **Subject Property:** _____
City/State/Zip: _____

I/We (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by Ronnie Fones Inspector, (Inspector), for my/our sole use and benefit. I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are bound by all 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.

Initial Here _____

SCOPE OF INSPECTION

The scope of the inspection and report is a limited visual inspection of the major structural components, and operating systems 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 standards of practice set forth by the State of Virginia, a copy of which is available upon request. **Please read the entire report before deciding on what repairs (if any) you are going to ask the seller to make.**

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:

EXCLUSIONS:

- Private Water or Sewage Systems, (State requires seller to perform these tests).
- Saunas, Steam Baths, Pools, (Requires a manufacturer's rep.).
- Solar Heating Systems, (Requires a manufacturer's rep.).
- Termites, Pests, or Wood Destroying Organisms, (State requires seller to perform these inspections).
- Radon or Lead.
- Cosmetic Defects.
- Underground Oil Tanks.

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. I HAVE READ AND AGREE TO THE ABOVE SCOPE OF INSPECTION.

Initial Here _____

Ronnie Fones Inspector

Client:

Report #:

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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 the American 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 the Code of Civil Procedure.

ATTORNEY'S FEES: The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorney's fees, arbitrator fees and other related 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 within 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 repairs 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 of any and all claims for said failure to accurately report the condition in question.

LIQUIDATED DAMAGES

It is understood and agreed by and between the parties hereto that the INSPECTOR/INSPECTION COMPANY is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by the INSPECTOR/INSPECTION Company in the performance of the limited visual inspection and production of a written inspection report as described herein, that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services and in case of failure to perform such services, and a resulting loss the INSPECTOR/INSPECTION COMPANY'S liability hereunder shall be limited and fixed in an amount equal to the inspection, as liquidated damages, and not as a penalty, and this liability shall be exclusive.

No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against the Inspector/Inspection Company, or its officers, agents or employees more than thirty days after the date of the subject inspection. Time is expressly of the essence herein.

The written report prepared by the inspector, shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the Inspector prior to issuance of the written report.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, agents, and representatives of any kind whatsoever.

This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.

_____(Initial)_____

You will receive your complete Home Inspection Report within 24 hours of inspection.

I/We have read, understand and agree to all of the terms and conditions of this contract and agree to pay the fees listed below.

Signed: _____ Date: _____

SERVICES:

Signed: _____ Date: _____

TOTAL FEES:

Signed: _____ Date: _____

PAYMENT STATUS:

Inspector