



Inspection Agreement

Please Read Carefully

This agreement is made and entered into and between Jim Belanger of Wisconsin Home Inspection Associates, LLC, referred to as "Inspector", and _____, "Client" for an inspection or additional services to be performed at the premises located at:

_____.

In consideration of the promise and terms of this agreement, the parties agree as follows:

- 1) The client will pay the sum of \$ _____ for the inspection of the property, and \$ _____ for additional services described as: _____. Any discounts that apply: \$ _____ Total to be collected today \$ _____. Discounts are not valid if payment is not made at the inspection, or if payment does not clear the bank.
- 2) The inspector will perform a visual inspection of and prepare a written report of the apparent condition of the **Readily accessible** installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. This inspection is NOT technically exhaustive.
- 3) The parties agree and understand that the **Standards of Practice** as determined by the State of Wisconsin shall define the standard of duty and the conditions, limitations and exclusions of the inspection and are incorporated by reference herein. A copy of the current Standards of Practice can be found on the Wisconsin Association of Home Inspectors website **WAHIGROUP.COM** or the **JIMONHOMES.COM** website.
- 4) The parties agree and understand that the Inspector assumes **NO** liability or responsibility for the costs of repairing or replacing any unreported defects or deficiency either current or arising in the future or any property damage, consequential damage, or bodily injury of any nature.
- 5) The parties agree and understand the inspector is NOT an insurer, or guarantor against defects in the structure, items, components, or systems inspected. *The inspector makes NO warranty, expressed, or implied as to the fitness for use, condition, performance or adequacy of the inspected structure, item, component, or system.*
- 6) The State of Wisconsin has given Home Inspectors the definition of a "Defect". "Defect" means a condition of any component of an improvement that a home inspector determines, **on the basis of the home inspector's judgment on the day of an inspection**, would **significantly** impair the health or safety of future occupants of a property or that, if not repaired, removed, or replaced, would significantly shorten or adversely affect the expected normal life of the component of the improvement. Please understand that opinions and judgement could vary significantly especially when based on the opinions or judgement of what is significant. When reviewing this report, it will ultimately be YOUR opinion if a defect is significant in your transaction.
- 7) This agreement including the terms and conditions on the reverse side and or other pages attached represents the entire agreement between the parties. There are no other agreements either written or oral between them. signed by both parties. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- 8) Client has read this entire agreement and accepts the terms and conditions as hereby acknowledged.

Signature: _____ Print: _____ Date: _____

Signature: _____ Print: _____ Date: _____

Email Address' to send Report: _____

Inspector: _____ Date: _____ James L. Belanger Jr.- License 2200-106

Referred by: _____

- 9) The inspection and report are performed and prepared for the sole and exclusive use and possession of the client. No other person or entity may rely on the report issued pursuant to this agreement. In the event that any other person not a party to this agreement makes any claim against the inspector, or company arising out of the services performed under this agreement, the client agrees to indemnify, defend and hold harmless the inspector from any and all damages, expenses, costs and attorney fees arising from such claim.
- 10) The following areas are excluded from the inspection under this contract: "Property" means the premises including the visual improvements and components: Calculating the strength, adequacy, or efficiency of a property. Entering any area or performing any procedure that may damage the property or entering any area or performing any procedure that may be dangerous to the home inspector or other persons. Operating any component that is inoperable. Operating any component that does not respond to normal operating controls. Disturbing insulation or moving personal items, furniture, equipment, vegetation, soil, snow, ice, or debris that obstructs access to or visibility of the property. Determining the effectiveness of a component. Predicting future conditions, including the failure of a component of an improvement to the property. Projecting or estimating the operating costs of a component in the property. Evaluating acoustic characteristics of a component in the property. Inspecting for the presence or absence of pests, including rodents, insects and wood damaging organisms. Inspecting cosmetic items, underground items, or items not permanently installed. Inspecting for the presence of any hazardous substances. Disassembling any component in the property, except for removing access panel that is normally removed by an occupant of real property. The inspection also excludes opinions on: The life expectancy of an improvement; Causes for needing major repairs; The methods, materials, or cost of making repairs or corrections; The suitability of improvements or components of improvements for a specialized use; The presence of mold, the type of mold, potential locations of mold or effects of mold.
- 11) The inspection will not include an appraisal of value, or survey. This written report is not a compliance inspection or certification for past or present governmental codes or regulations; not does this inspection determine whether the property is insurable.
- 12) All Parties fully understand the object of this inspection is to provide a professional, good faith opinion of the apparent condition of structures and systems of the residential real estate described above, on the date and the time of observation. The inspection and report will conform to current Standards of Practice set forth in Wisconsin State Statute 440.975 and SPS 131 Subchapter IV of the Wisconsin Administrative Code. Home inspection is an activity that is regulated in Wisconsin. The inspection is designed and intended to detect observable conditions of an improvement to residential real property, subject to certain limitations. The inspection will cover all areas as required under Wisconsin State Statute 440.975 and SPS 131 Subchapter IV of the Wisconsin Administrative Code.
- 13) Inspector and Client (and any other person claiming to have relied upon the inspection report) specifically agree that any controversy or claim arising out of or relating to the inspection or other services provided under this agreement, or breach thereof, including any negligence, tort or other claims, against the person who performed the inspection, shall be resolved exclusively by binding arbitration administered by Construction Dispute Resolution Services, LLC in accordance with its rules in effect on the date such controversy or claim arises, subject to the applicable Wisconsin Statutes and the Administrative Code. Client agrees to pay the reasonable attorney fees and costs incurred by Inspector (or the person performing the inspection on behalf of the Inspector) to enforce this arbitration provision. Information about the Construction Dispute Resolution Services, LLC, including costs, fees, rules, and procedures are available by contacting:

Construction Dispute Resolution Services, LLC (CDRS)

PO Box 8029, Santa Fe, NM 87504

Phone: (505) 473-7733 Toll-free: (888) 930-0011 Fax: (505) 474-9061

petergmerrill@cdrsllc.com www.constructiondisputes-cdrs.com

The fee to initiate arbitration with CDRS shall be borne solely by the party initiating the arbitration, notwithstanding anything in the CDRS rules. Client and Inspector hereby authorize CDRS to provide a copy of all written arbitration awards to the Wisconsin Association of Home Inspectors, Inc. No dispute among of all written arbitration awards to the Wisconsin Association of Home Inspectors, Inc. No dispute among the parties to this agreement shall be consolidated with any other dispute involving any other party or parties without written consent of the Inspector. If the Client feels that there was some deficiency or flaw in the inspection, Client shall immediately contact the inspector to schedule a meeting at the Property before performing any repairs. The purpose of this meeting is to discuss the problem and to allow the Inspector a chance to observe the Problem firsthand, as it was discovered, without alteration or repair. Performing before the Inspector has an opportunity to review the problem could affect your legal rights.

- 14) All parties fully understand that Inspector, Jim Belanger is additionally licensed in the State of Wisconsin as a Real Estate Salesperson. Further, he holds credentials (Similar to State Licensing) as both Dwelling Contractor Qualifier Certification and Dwelling Contractor Certification (Home Builder). By State of Wisconsin law, Jim cannot inspect any home in which he is a party to the transaction. Nor is he allowed to work on any home inspected for a period of 2 years. Client agrees to hold companies and entities in which Jim Belanger has affiliated business arrangements with, except for Wisconsin Home Inspection Associates, LLC harmless from any claims or damage arising from this inspection.

Jim on Homes family of businesses:

Exceptional Homes by Tuscany, LLC * Wisconsin Home Inspection Associates, LLC

Phone: (608) 575-6680 * Email: Getjimnow@Gmail.com * Web: Jimonhomes.com * YouTube: Jim On Homes Channel

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