

**PITTSBURGH HOME INSPECTIONS, INC.
PRE INSPECTION AGREEMENT
PLEASE READ CAREFULLY**

Name of client(s): **John Doe**

Address of inspected house: **123 Main Street**

Date of inspection: **January , 2010**

Fee for inspection services: \$ (Due at completion of on-site inspection. Includes Home Inspection, Pest Inspection, and Radon Test)

THIS AGREEMENT made this **January , 2010** by and between: **John Doe**

hereinafter called the (“client”) and: **PITTSBURGH HOME INSPECTIONS INC.**

In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **PITTSBURGH HOME INSPECTIONS, INC.** agrees to conduct a visual inspection to screen for major deficiencies in the condition of the property and to provide the **CLIENT** with a written report identifying deficiencies **DETECTED AT THE TIME OF THE INSPECTION ONLY**. Structures detached from the house are not inspected unless otherwise expressly agreed.

The inspection is limited to be readily accessible areas of the major systems and components of the building. Systems to be inspected include: structure; exterior; interiors; roofing; plumbing; electrical; central heating; central air-conditioning (weather permitting); insulation and the ventilation.

This inspection will be of readily accessible areas of the house and is limited to visual observations of apparent conditions existing at the time of the inspection only. Furthermore, conditions which change after the time of the inspection are not included in the report. In addition, deficiencies and defects which are latent or concealed are excluded from the inspection. The inspection is not intended to be technically exhaustive. Equipment items and systems will not be dismantled. The inspection and report are **NOT** a conformity or compliance inspection for governmental codes or regulations of any kind. The inspector is not required to move personal property, debris, furniture, equipment, carpeting, or like materials which may in impede access or limit visibility. Recent and existing weather conditions may also limit or restrict the results of the inspection. **PITTSBURGH HOME INSPECTIONS, INC.** may indicate an item or systems life expectancy, but such estimates are general in nature, should not be relied upon and the actual life performance may vary widely. **PITTSBURGH HOME INSPECTIONS, INC.** urges the **CLIENT** to contact the owner of the inspected property to learn of the age of such items and any recent problems or known defects in the property.

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

Urea formaldehyde, asbestos, toxic or flammable materials, soil contamination, other environmental hazards, security systems, appliances, playground equipment, swimming pools, spas, energy efficiency measurements, recreational equipment, concealed or underground electric or plumbing systems that are

shut down or otherwise secured, water wells, private sewer systems, heating system accessories, solar heating systems, zoning or other ordinances, or building

codes conformity. The 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 the systems and conditions are provided as a courtesy only and do not represent or form a part of the inspection.

3. The inspector will not check in the area that poses a threat to safety.
4. The parties agree that PITTSBURGH HOME INSPECTIONS, INC., and its employees and agents, assume no liability or responsibility for the cost of repairing or replacing any unreported deficiencies or defects, either current or arising in the future, or for any property damage, consequential damage, or bodily injury of any nature.
5. Pittsburgh Home Inspections, Inc.'s liability for mistakes and omissions in this inspection and report is limited to a refund of the fee paid for this inspection.
6. The inspection and report are not to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance, or condition of any inspected structure, item or system.
7. Arbitration – ANY DISPUTE ARISING FROM THIS INSPECTION OR CONCERNING THE INTERPRETATION OF THE AGREEMENT, EXCEPT A DISPUTE FOR INSPECTION FEE PAYMENT, SHALL BE RESOLVED INFORMALLY BETWEEN THE PARTIES 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 ENFORCEABLE DISCOVERY RIGHTS AS A COURT WOULD, AS PROVIDED IN STATE CODE FOR CIVIL PROCEDURE.
8. PAYMENT IS DUE UPON COMPLETION OF THE ON-SITE INSPECTION. ALL LEGAL AND OTHER EXPENSES INCURRED IN COLLECTING DUE PAYMENTS, RETURNED CHECKS, OR UNACCEPTABLE CREDIT, WILL BE PAID BY THE CLIENT.
9. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. 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, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS.

I HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT.

CLIENT

DATE

CLIENT

DATE

LUDWIG KUBLI, PRESIDENT

DATE

PITTSBURGH HOME INSPECTIONS, INC.
1090 AERIE DRIVE
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(724) 864 - 6200

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SELLING AGENT YES NO