



Beacon Home Inspections
Serving The Twin Cities
7 County Metro Area
612-382-5381

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

Client:	Report #: X
Address:	<u>Subject Property</u>
City/State/Zip:	

I/We (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by Beacon Home Inspections, (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 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.

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
- 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

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.

Beacon Home Inspections

Contract continued

Client:

Report #: X

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CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD INSPECTOR HARMLESS FROM ANY THIRD PARTY CLAIMS ARISING OUT OF CLIENT'S UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT.

SEVERABILITY: Should any provision of this contract be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect, unimpaired by the courts' holding.

ARBITRATION: Any dispute, controversy, interpretation or claim for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to, this contract or arising out of, from, or related to the inspection or inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Dispute of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be final and binding judgement on the Award may be entered in any Court of competent jurisdiction.

Clients Signature _____ Inspectors Signature _____

GENERAL PROVISIONS: This inspection contract, the real estate inspection, and the inspection report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. The real estate inspection and inspection report are not a substitute disclosure for real estate transactions which may be required by law. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company, or its officers, agents or employees more than one year after the date of the subject inspection. Time is expressly of the essence herein. THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.

In the event Client discovers a material defect or other deficiency that was not identified and reported by Inspector, Client shall so notify Inspector in writing and allow Inspector and/or Inspector's designated representative to re-inspect and document the condition(s) of the material defect or deficiency prior to making any repair, alteration or replacement to said material defect or deficiency.

The written report to be prepared by 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 insure to the benefit of the parties hereto and their heirs, successors and assigns. 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.

Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this Agreement is executed on behalf of Client by any third party, the person executing this Agreement expressly represents to Inspector that he/she has the full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

Client acknowledges that they have read and understood all the terms, conditions and limitations of this contract and voluntarily agrees to be bound thereby and agrees to pay the fee listed.

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Inspector

ADDITIONAL SERVICES:

INSPECTION FEE:
TOTAL INSPECTION FEES:

PAYMENT:

DUE: