

A AND S PROPERTY INSPECTOR
STEVEN MONTESANO phone: 702-373-9519 FAX 870-1293

**THIS IS A LEGALLY BINDING
CONTRACT
PLEASE READ IT CAREFULLY**

**PLEASE SIGN AND RETURN TO
INSPECTOR**

STANDARD HOME INSPECTION AGREEMENT

1. **SCOPE OF INSPECTION:** My Visual Inspection Service is performed in accordance with the 'Standards of Practice' of the STATE OF NEVADA (N.A.C. 645d .450-.580), and according to these standards, is intended to provide an opinion, through visual observation, as to the apparent general condition of a building's accessible components or systems, describing the material observable deficiencies therewith, as they exist at the time of the inspection. The inspection process is limited to a visual survey of certain fixed components and systems of a property. Any area which is not exposed to view, is concealed or is inaccessible because of ceilings, roof tiles or shingles, walls or wall coverings, floors or floor coverings, insulation, furnishings, storage boxes, soils & landscape materials, locked doors, inaccessible crawl spaces, inaccessible attic spaces, or any other obstruction, is **NOT** included in this inspection. **Client agrees to assume all the risk for all conditions which are concealed from view or components or systems that were uninspectable at the time of the inspection.** A copy of the Nevada "Standards of Practice" is attached to the "Inspection Agreement" for your review and will be included with your printed inspection report.
2. The Client agrees that this document and any written proposal, is a part of the Inspection Report and acceptance of, or payment for, the Inspection by the Client will confirm this agreement, even if Client was not present at the inspection and/or has not signed this agreement.
3. The Client understands that the report and any information therein is intended for the sole use of the Client and shall not be used in lieu of any required Transfer Disclosure Statements and shall not be disclosed to any person or persons other than the principals associated with this single transaction without the express written consent of the Inspector.
4. Nothing in the report, and no verbal or printed opinion of the Inspector, should be construed as advice to purchase or not purchase the property.
5. **The following are NOT included in this inspection:**
 - Latent or concealed defects (ie: hidden water damage, water-heater dip-tube failures etc); any electrical and mechanical (MP&E) components or systems which have been improperly modified, altered or repaired; CPSC appliance recalls; any construction defect or class-action lawsuits;
 - Environmental hazards, materials, substances or conditions including, but not limited to; any type of Fungus and Mold; toxic, reactive, combustible, corrosive or otherwise dangerous contaminants; wildfire; odors; noise or noisy components; Flood-Plain rating; electromagnetic fields; underground storage tanks; asbestos, radon gas, lead paint, UREA formaldehyde, PCB's; water or air quality; the proximity to toxic waste sites; other environmental or health hazards
 - Structural, geological, soil or hydrological stability; survey's; engineering; analysis or testing of any kind; research or evaluation; property boundary lines and markers or monuments
 - Building Permit research or validation, code compliance analysis of the structure(s) and/or property or the installed components of each; zoning variations or violations; set-backs; property lines, ALTA surveys; FHA, HUD, ADA (ANSI A117.1) or OSHA requirements etc.
 - The examination of conditions related to animals, rodents, insects, wood destroying pests & organisms, fungus, bio-hazards or the damage or injury to persons and building components caused or allegedly caused thereby
 - Delivery to client of any photo's, audio videos, or data gathered or taken during the inspection which are or were not included in the inspection report
 - Security systems; fire & life-safety systems; fire-sprinklers, music & intercoms; remote-controlled devices; low-voltage systems of any kind
 - Elevators, lifts or dumbwaiters; built-in vacuum systems and any components installed or modified after original construction of the building
 - Thermostats, time clocks (includes irrigation controllers) or photoelectric controls or components
 - Water softeners, water filtration systems (spa, pool or culinary), water or air purification or treatment systems, humidifiers,
 - Furnace heat exchangers, solar heating systems for swimming pools or culinary water and any freestanding appliances
 - Window coverings of any kind including, but no limited to awnings, canopies, screens, window tints, blinds, curtains and shutters etc.
 - The examination, evaluation or operation of any private or on-site sewage disposal system or component including, but not limited to, septic tanks, cesspools, and/or any underground system or portion thereof, or ejector pumps for rain or waste
 - Landscape irrigation systems and their components including valves, distribution piping, anti-siphon devices, timers and control systems
 - The condition and/or irrigation of trees, shrubs or vegetation of any kind, except as stated in NAC 645d.580.2(c)
 - Any system or component which is not accessible for visual inspection, is hidden from view, impractical or dangerous to inspect including certain attics or crawl spaces per NAC 645d.470(5); Any item or component not safely reachable or inspectable with a 12' ladder, per NAC 645d.060.
 - Any system or component not specifically listed in the Nevada "Standards of Practice" (NAC **645d.480-.580**) as an inspection requirement.
 - Any system, component, fixture or condition noted in the inspection report as 'not inspected' or 'not inspectable', 'inaccessible', 'visual-access-restricted', 'not determined', 'not reported on' or similar language, such as light fixtures without light-bulbs etc...

6. The Client agrees to read the entire home inspection report or reports. The Client agrees to immediately contact the Inspector for copies of any pages found to be incorrect or incorrectly printed, unreadable or missing from any part of the report.

7. The report, including the use of signifying letter codes, is the professional opinion of the Inspector, based on the accessibility of the fixed components surveyed, on the date of the inspection only. Without dismantling parts of the building and/or its components, and without full use of all utilities, the Inspector may extrapolate conclusions which cannot be confirmed during the inspection and / or recommend further investigation and evaluation by qualified industry professionals. (NRS 645D.070 (2)) X_____ (initial here)

8. The Inspector does not offer any warranty, guarantee or insurance for the Client or any other person in connection with the Inspection Report. THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, OF THE INSPECTION SERVICE OR INSPECTION REPORT. I advise you to purchase a premium Building or Structure Warranty from a third-party provider prior to closing. Your agent can advise you.

9. The Client agrees to submit to the Inspector, in written form, any and all claims or complaints prior to taking any legal action or modifying, repairing or replacing the component(s) or systems in question. Any legal action or proceeding of any kind, whether sounding in tort or contract, against the Inspector / Inspection Company or its officers, agents, or employees, must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred. If repairs or replacements are made prior to notifying the inspector and allowing a reasonable opportunity for response, the Client waives all claims of any nature for recovery of expenses suffered or incurred.

10. Any dispute, controversy or claim including claims for, but not limited to, damage(s), 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 Disputes of Construction Arbitration Services, Inc. / State of Nevada. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment of the Award may be entered in any Court of competent jurisdiction.

11. To the extent allowed by law, 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 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 an alleged failure to perform such services; that the resulting loss that the Inspector/Inspection Company's and its officers,' agents,' or employees' liability hereunder shall be limited and fixed in an amount equal to one hundred twenty-five percent (125% for home inspections and 100% for Commercial Building Inspections) of the inspection fee, as liquidated damages, and not as penalty, and this liability shall be exclusive.

12. **DEFINITION:** For the purposes of this inspection, the term 'material observable deficiency or defect' is defined as: 'On the day of the inspection; an observable issue with a residential or commercial building or any component thereof, that would, in the inspectors opinion, have a significant adverse impact on its habitability or that involves an unreasonable risk to the buyer; cosmetics and normal wear & tear aside. The fact that a building component is near, at or beyond the end of its average or advertised 'useful life' is not by itself a material defect. For example, a 21-year-old roof with a 15-year warranty is not considered a "material defect" just because of its age. Certified Inspector Steven Montesano shall be the sole judge of which 'findings' qualify as 'material' or 'significant', for the purposes of this inspection and the written report. (NAC645d.470 (10))

13. Client agrees to have the inspection conducted according to, and thus limited by, the "Standards of Practice" in the Nevada Administrative Code, NAC 645d.450-580 for this inspection. Client understands that this 'visual' inspection is limited to the components and systems listed in these 'Standards' and that this is a "visual" inspection and is NOT a Building-Code 'compliance' inspection. Client admits that he / she has been provided with a copy of these Inspection Standards along with this Inspection Agreement and has read, agrees with and understands these Standards and their limitations. X_____ (Initial here)

the fee for the N.A.C 645d.450.580, NON-TECHNICAL visual inspection and report is

CLIENT: _____ (sign) _____ Date: _____

INSPECTION COMPANY: A and S property inspector

INSPECTOR: Steven Montesano _____ (sign) _____ Date: _____

PROPERTY ADDRESS: _____

REPORT NUMBER: _____