



GRADE-2-GABLE

HOME INSPECTIONS LLC

INSPECTION AGREEMENT

TERMS AND CONDITIONS
THIS AGREEMENT LIMITS LIABILITY

Client: _____

Inspection Address: _____

Fee for Services: \$ _____

Grade-2-Gable Home Inspections, LLC (“G2G”) and the undersigned client(s) agree that any and all inspections are to be performed in accordance with the following terms and conditions:

1. Unless instructed to limit the scope of its inspection by the Client, G2G will provide the Client a limited-time visual inspection in compliance with the New Hampshire Joint Board of Home Inspectors and the American Society of Home Inspectors (ASHI) Standards. G2G inspections shall include the following readily accessible and visible major elements existing in the structure on the date of inspection: central air conditioning, central heating, interior electric, interior plumbing, foundation, basement, roofing, siding, walls, floors, ceilings, and built-in kitchen appliances.
2. G2G inspections expressly exclude the following from inspection: code compliance, soil or groundwater contamination, geological conditions, design adequacy, low voltage wiring, mold, lead paint and/or hazardous materials.
3. The Client agrees that G2G shall bear no responsibility for the condition of the structure(s) inspected and has no obligation to repair, replace, abate or otherwise remedy defective or substandard conditions encountered during or after inspection. For all items marked in the condition “RR” (Repair/Replace), G2G recommends that the Client engage an appropriate licensed contractor. Although G2G may, in its sole discretion, recommend to the Client contractors or other entities to ameliorate substandard or defective conditions, the Client expressly releases G2G from any and all liability and/or damages that Client may suffer in connection with engaging any contractor or entity recommended by G2G to perform work on Client’s behalf.
4. The Client agrees that G2G shall not be responsible to inspect or to render opinions on conditions that may exist that are found in legal and/or public records that are not provided to G2G. Further, the Client expressly agrees that G2G shall have no obligation to research and/or consult legal or public records pertaining to the property to be inspected to consider or verify conditions that would not otherwise be visible or included in the ordinary scope of G2G’s inspection.
5. The Client understands and agrees that G2G shall not be responsible for any determination as to whether roofing is watertight and/or weather tight. Roofing inspections performed by G2G express an opinion only as to the condition of roofing materials inspected.
6. The Client understands and agrees that G2G shall bear no responsibility for latent or patent conditions discovered subsequent to a G2G inspection that exhibited no reasonable visible sign(s) of existence at the time of the inspection. G2G inspections are performed with consideration given to the age of the structure. Items marked “IN” (inspected), must in all cases be considered good for the age of the item, unless otherwise noted. Items determined to be in any condition less than suitable shall be noted as such, even though the condition may be normal for the age of item inspected.

7. The Client acknowledges and agrees that the opinions of particular inspectors vary and the report issued by G2G expresses only the opinion of the particular inspector issuing report. Accordingly, the Client should not rely upon or consider the opinions expressed by the particular inspector as definitive with respect to the condition of each item identified therein. G2G encourages the Client to seek alternate opinions on the condition of any item of concern to the Client.

8. The Client acknowledges, represents and agrees that the Client shall be responsible to secure all approvals necessary for entry onto the premises to be inspected by G2G. Client further agrees to defend, indemnify and hold harmless G2G from any demand or claim alleging a trespass upon the premises to be inspected by G2G. It is the sole responsibility of the Client or its Agent(s) to insure that all utilities are on and available to the inspector at the time of inspection. G2G recommends to the Client that the Client should check for any and all permits necessary for additional construction performed on the inspected property after original construction of the structure and/or property.

9. The Client acknowledges and agrees that the Client shall bear all costs, including but not limited to reasonable attorney's fees, interest and court costs, in the event that litigation is necessary to enforce the terms of this Inspection Agreement.

10. Payment of the inspection fee shall entitle the Client to a printed and a digital final copy, including photographs, delivered within 48 hours of the inspection. G2G shall accept payment by check, cash, or credit card. Payment is due upon completion of the home inspection.

11. Additional Services to be performed by G2G (initial all services that are requested):

___ Water Testing (\$___) ___ Radon Air Testing (\$___)

___ Wood Destroying Organism ("WDO") Report (\$ INCL.)

The Client authorizes G2G to perform the above-marked services at the time of inspection, and agrees to incur the additional cost for the services indicated above. G2G will provide sampling services in accordance with laboratory instructions. WDO inspections will be reported through the NPMA-33 form promulgated by the National Pest Management Association. The Client agrees to the scope and limitations set in form NPMA-33.

12. THE CLIENT ACCEPTS AND AGREES THAT G2G MAKES NO EXPRESS OR IMPLIED WARRANTIES. G2G HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE. UNDER NO CIRCUMSTANCES AND IN NO EVENT WILL G2G BE LIABLE FOR PEROSNAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OR PUNITIVE, SPECIAL, CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED ON THIS INSPECTION AGREEMENT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH G2G'S WORK. G2G'S LIABILITY FOR ANY CAUSE OF ACTION, WITHOUT REGARD TO THE CLAIMS ALLEGED BY THE CLIENT, SHALL NOT EXCEED TWICE THE AMOUNT PAID BY THE CLIENT TO G2G FOR ITS WORK ON THIS INSPECTION AGREEMENT.

13. This Inspection Agreement, along with its terms, conditions and disclosures, constitutes the entire agreement between G2G and the Client. The parties agree that no representation, statement or agreement not set forth herein or incorporated by reference shall be relied upon by the parties. No waiver, alteration or modification of this Inspection Agreement shall be valid unless in writing and signed by an authorized representative of each party. This Agreement shall be by governed by and construed in accordance with the laws of the State of New Hampshire. The venue for all litigation matters in connection with this Inspection Agreement or with any G2G inspection shall be Merrimack County Superior Court in Concord, New Hampshire.

I have read and understand the Terms and Conditions of this Inspection Agreement and accept them. My signature below indicates that I am authorized to execute this contract on behalf of the Client. I acknowledge that the Client is the only party entitled to the information contained in the inspection report issued by G2G.

SEPTIC EVALUATION AGREEMENT

TERMS AND CONDITIONS THIS AGREEMENT LIMITS LIABILITY

_____ Septic Inspection (\$_____)

(Initial if Septic Inspection is requested and authorized)

Unless instructed to limit the scope of the requested septic inspection by the Client, G2G will provide the Client a limited-time inspection in compliance with the standards set by Granite State Designers and Installers' (GSDI) certified evaluator program. G2G septic inspections shall include: inspection of the interior elements draining to the system; the tank inlet, outlet, sludge sample; the effluent disposal area's distribution medium, backfill, and bed material. G2G will provide data gathered at the time of inspection along with a narrative that details findings and utilizes standardized language from GSDI to best describe the condition of the inspected system. The inspector offers his professional opinion based on findings from a limited inspection of a large sub-surface system.

The Client acknowledges and agrees G2G does not warranty septic evaluations based on a limited inspection. Limited septic evaluations may prove inconclusive and may require further investigation with heavy equipment subsequent to the initial limited septic evaluation.

The Client acknowledges and agrees that G2G shall bear no responsibility for the condition of inspected components or structure(s) inspected and has no obligation to repair, replace, abate or otherwise remedy defective or substandard conditions encountered during or after inspection. G2G shall not be responsible for any damage to subsurface sprinkler systems that may be installed in the area of the system to be inspected unless G2G has been notified, in writing and in advance, of the existence of such a system and the locations of the system have been clearly marked in place.

Grade-2-Gable, LLC,

The Client,

By: _____
Tom Snow, Member

By: _____, Duly Authorized _____
Date

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