

**Photo Inspection LLC**  
**23 Four Mile River Road, Old Lyme, CT 06371**  
**Phone: 860-434-7966**  
**CT License # HOI-84**

**HOME INSPECTION AGREEMENT**

Client name: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

Email: \_\_\_\_\_ Cellphone: \_\_\_\_\_

Address of home to be inspected ("Home"): \_\_\_\_\_

For the agreed upon fee, which reflects specific requested testing, Photo Inspection LLC (the "Company") and the Client agree to have the Company conduct a home inspection for the purpose of informing the Client of the Home's general condition. It is essential that the Client attend the visual inspection in order to understand our findings and to raise questions about the property during the inspection. **An online written inspection report will be provided to the Client by email and made available for one (1) year. The report can be saved as a pdf for future reference, and the client is encouraged to do so.** The Company reserves the right to withhold the written inspection report if the fee has not been paid.

This Agreement and the report outlining the Company's findings have been performed and prepared for the sole, confidential, and exclusive use of the Client. The written report includes comments based on observations of the following visible and accessible areas of the home:

**SCOPE OF INSPECTION:**

- A. General exterior of Home, including roofing, gutters, chimney, drainage, and grading;
- B. Visible structural components and basement;
- C. Electrical, plumbing, domestic water heating, central heating, and air conditioning;
- D. A description of any water treatment equipment;
- E. General interior of Home, including ceilings, walls, floors, windows, doors, and stairs; and
- F. Attic – ventilation and insulation.

**Furniture, appliances, and stored items will not be moved during the course of the inspection.** As a result, any deficiencies hidden behind the same will not be detected by the Company. The Company is not inspecting the Home for compliance with various governmental and non-governmental codes and regulations. Inspection is generally visual and is based upon the experience and opinion of the Company. Latent and concealed defects and deficiencies are excluded from the Parties' Agreement.

**EXCLUDED ITEMS:** This Agreement is not a compliance inspection or certification for past or present governmental codes, rules, or regulations of any kind. **The Company does not search and check municipal records.** The Company does not provide a warranty or a guaranty concerning the structure or its components. The inspection and report do not address and are not intended to address the presence or danger from any potentially harmful substances and environmental hazards including, but not limited to: radon gas, carbon monoxide, lead, lead paint, asbestos, buried fuel storage tanks, urea-formaldehyde, various molds and spores, water quality, toxic or flammable chemicals or gasses, and water and airborne hazards.

Conditions permitting, you should confirm that all systems, equipment, and appliances are operating immediately before the closing. You should also ask the Listing Agent, your Agent, and the Seller(s) if there are any additional facts concerning the environmental, site, and/or building conditions to be disclosed.

No inspection, testing, or other services that were not specifically contracted for, and for which a separate fee is paid, are included as part of our work, including, but not limited to: testing for radon, lead paint, asbestos, mold, indoor air quality, contaminated soil, state standards for drinking water, radon or lead in the drinking water, and volatile organic compounds (VOCs). Inspection of sewage disposal systems, underground fuel tanks, wells, sports items (such as swimming pools, tennis courts, etc.), site lighting, solar, geothermal, generators and related equipment, and low voltage systems (including, but not limited to: smart house, security, smoke, heat and carbon monoxide detection, telephone, computer, intercom, doorbell, and audio/visual e.g. video, sound, dish, antenna, cable, and speakers). No inspection or special systems e.g. central vacuum sauna water heater and equipment, lawn sprinkler, fire suppressing system, and related fire safety equipment is included. **THE COMPANY, AS A COURTESY, MAY IDENTIFY AREAS OF CONCERN BEYOND THAT REQUIRED BY THE CONNECTICUT STANDARDS OF PRACTICE. THIS INFORMATION SHALL NOT SUBJECT THE COMPANY TO ANY ADDITIONAL LIABILITY**

**CONFIDENTIALITY OF THE REPORT:** The inspection report is confidential and is for the exclusive, private use of the Client. It is not to be copied or disseminated to any other party without the expressed written consent of the Company. Use of all disclosures contained in the report is specifically restricted to the transaction from which the inspection was performed. Use of or reliance upon the report by other parties, or for other transactions is strictly prohibited. **It is assumed that the agent for the Client will receive a copy of the report from the Company, unless otherwise directed.**

**NOTICE:**

There have been a significant number of foundation failures, primarily in Hartford and Tolland Counties, caused by deteriorating concrete. Unfortunately, this defect can normally only be confirmed by engaging the services of a licensed structural engineer and, in many instances, the completion of a core bore sample from the foundation. The Company recommends that all potential purchasers in the State of Connecticut inquire into the Sellers as to their knowledge of this condition and consider further evaluation of the inspected home's foundation by a licensed structural engineer.

**LIMITATION OF DAMAGES:**

The purpose of this provision is to limit the amount of money damages that the Client can recover from the Company. The maximum amount of money that the Client may claim and recover is hereby limited to the greater of four (4) times the fee paid by the Client to the Company under this Agreement, or \$2,500.00, whichever is greater. This limitation applies to every type of claim or cause of action arising out of or in any way relating to this Agreement, the inspection or report, including, but not limited to, breach of contract, negligence, negligent misrepresentation, and any other legal theory. If the Client pays an additional \$1,500.00 to \$3,500.00 depending upon the size of the house to the Company so it can engage a licensed plumber, electrician, HVAC technician, and roofer, then the Limitation of Damages Provision shall be eliminated.

**NEGOTIATION:**

**Client understands and agrees that any claim for failure to report the major visible defects of the subject property, as limited herein above, shall be made in writing and reported to the Company within 15 business days of discovery. Client also agrees that no repairs of any alleged deficiencies will be made without first providing the Company with an opportunity to re-inspect the portion of the home that has an alleged issue.** If any dispute is not resolved as a result of a re-inspection, the Parties agree that they will attempt, in good faith, to resolve the dispute. If the Parties cannot resolve the same within fifteen (15) days of the re-inspection, then the Company and Client agree that the entire dispute (all claims) shall be submitted to binding arbitration solely by submitting the same to arbitration. The Parties further agree that a single arbitrator shall hear all claims against the Company of \$7,000.00 or less. A panel of three (3) arbitrators shall hear all claims against the Company over \$7,000.00. When a three (3) person panel is used, at least one (1) arbitrator shall be a Connecticut licensed home inspector and one (1) arbitrator shall be a licensed Connecticut attorney. The arbitrator or panel of arbitrators shall render their decision by determining if the Company adhered to the Connecticut Home Inspection Standards of Practice in effect at the time of the inspection. No other criteria shall be used to determine the outcome. If the Client commences an action in Court and the Company has to compel arbitration, then the Client shall pay the Company's attorneys' fees and costs incurred in order to compel arbitration. All costs of arbitration shall be split equally between the Company and Client.

This Agreement incorporates all prior written and/or oral agreements. The Client and the Company agree and represent that there have been no other oral or written promises, agreements, or representations made by one to the other, which have not been incorporated herein. If any portion of this Agreement is found to be unenforceable, said provision shall be stricken from the Agreement and all remaining terms and conditions shall remain in full force and effect.

**The above Agreement and Connecticut Home Inspection Standards of Practice (provided by email, or hard copy) have been explained by the Company to the Client and the same are satisfactory and hereby accepted.**

**FEES:**

	<u>N/A</u>	<u>Rejected</u>	<u>Accepted</u>	<u>Initial</u>	<u>Amount</u>
A. Home Inspection Fee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$_____
B. Wood Destroying Insect Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$_____
C. Radon Air Testing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$_____
D. Radon Water Testing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$_____
E. Water Quality Testing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$_____
F. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$_____
<b>TOTAL DUE UPON SIGNING OF AGREEMENT</b>					<b>\$_____</b>

Client

**Photo Inspection LLC**

\_\_\_\_\_

By \_\_\_\_\_  
Duly authorized representative