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## Residential Real Estate Inspection Agreement

*This Agreement Limits Our Liability. Please Read Carefully and Ask About Anything You Do Not Understand.*

**Cree Home Services** will conduct a visual, non-invasive, visible inspection of the subject property and prepare an Inspection Report of the apparent condition of the accessible installed systems and components existing at the time of the inspection. We agree that the current Standards of Practice as defined in Ohio Revised Code Section 4764.01(C) and rules adopted thereunder shall define the standard of care and conditions, limitations and exclusions of this inspection and are expressly incorporated herein by reference. This Home Inspection is subject to the following terms and conditions.

This inspection does not constitute a warranty, guarantee or insurance policy of any kind. Inspector makes no warranty, expressed or implied, as to the merchantability, fitness for use, condition, performance, life expectancy or adequacy of any of the inspected structure, systems, items or components.

Client Name: \_\_\_\_\_

Subject Property: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

The fee for our inspection is \_\_\_\_\_,  
 payable in full at the time of inspection.

**Limited Liability** – We agree that Cree Home Services, its employees, agents and subcontractors assume no liability for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or personal injury of any nature. The Client agrees that the sole remedies for any deficiency in the performance of Cree Home Services are, as appropriate, a re-inspection at no additional charge or a refund up to and not to exceed the inspection fee. In the event of a claim by the Client that an installed system, item or component of the Subject Property that was inspected was not in the condition reported by the inspector, or was improperly left unreported, the Client agrees to notify Cree Home Services, in writing, at least 5 business days prior to repairing or replacing such system, item or component. If repair or replacement is done without giving the Inspector the required notice and opportunity to re-inspect such system, item or component, Cree Home Services shall have no liability to the client.

**Cree Home Services** In the event the Client has any complaint about our services or the Inspection Report, or the Client feels that there is some error or omission in the performance of these services, the Client agrees to, within 5 days, notify Cree Home Services in writing of the complaint so as to provide Cree Home Services a reasonable opportunity to review the issue. Altering or repairing any system, item or component without giving Cree Home Services notice and a reasonable opportunity to investigate the Client's claim (except for a life or safety issue) will waive any claim the client may have against Cree Home Services.

**Dispute Resolution** – Both parties agree that every dispute between them, except for non-payment of fees, that in any way, directly or indirectly, arise out of or is related to this agreement or to the interpretation of this agreement, the scope of the services provided, the Inspection Report or any and all other matters involving the services performed, shall be submitted to binding arbitration under the construction rules of the American Arbitration Association except for the procedure of selecting the arbitrator. The parties mutually shall mutually appoint an arbitrator familiar with both the home inspection industry and the State of Ohio Home Inspector licensing provisions and the Standards of Practice for Home Inspections. If the parties cannot agree on an arbitrator, each party shall designate a representative who, together, shall appoint an arbitrator. The arbitration decision shall be binding on both parties and judgment upon the award may be entered in any court having jurisdiction.

**Severability** – The partial or complete invalidity of any provision of this Agreement shall not affect the validity or continuing force and effect of any other provisions and all such unaffected provisions shall remain in full force and effect.

**Amendments** – No amendments or alteration of this agreement shall be valid unless in writing and signed by both parties.

**Entire Agreement** – This agreement – **BOTH FRONT AND BACK** – contains the entire agreement between the parties hereto, and there are no other representations, warranties or commitments, except as are specifically set forth in this document. This document supersedes any and all representations or discussions, whether oral or written, if any, among the parties related to the subject matter of this Agreement. This agreement may be modified, altered or amended only in writing and when signed by both parties hereto.

**Confidentiality of the Report** – If this inspection is performed in connection with the construction, sale, purchase, exchange, transfer or builder's warranty of the subject real property, both parties agree:

- The ownership of the Inspection Report is retained by Cree Home Services and is exclusively licensed to the Client for their sole information and benefit and that no one else may rely on it.
- That both parties agree and do not intend for anyone but the Client to benefit, directly or indirectly, from this Agreement, the Inspection or the Inspection Report. **BOTH THE CLIENT AND CREE HOME SERVICES AGREE TO INDEMNIFY, DEFEND AND HOLD EACH OTHER HARMLESS FROM ANY CLAIMS CAUSED BY ANY UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT.**

**Systems Inspected and Excluded**– The following systems shall be inspected or observed: Interior, Exterior, Roof, Heating, Cooling, Electrical, Plumbing, Structure, Fireplace / Solid Fuel Appliance, Insulation and Ventilation. The inspection of a condominium or co-op associated property will exclude systems that are the responsibility of the HOA, including but not limited to, Exterior, Structure and Roof. Inspection of laundry appliances are done merely as a courtesy and only to determine if they operated at the time of the inspection. There is no representation of remaining service life for any inspected system.

## General Exclusions

**Visual Inspection Only – THE INSPECTOR CANNOT EXAMINE WHAT CANNOT BE SEEN.** Inspectors do not remove floor, wall or ceiling coverings, move furniture or debris, open walls or perform any type of destructive testing of systems or exposed surfaces nor do we dismantle equipment. We do not inspect, comment on and/or test underground or concealed pipes or underground or concealed electrical lines or circuits or underground storage tanks. Because this inspection is visible only and non-invasive, concealed items or components may remain undetected during the inspection. The client agrees to assume all risk for any system or component conditions that are concealed from view, inaccessible to the inspector at the time of the inspection, unsafe and/or substantially deficient at the time of the inspection.

**Because this is a visual, non-invasive and non-exhaustive inspection of accessible areas only, any area not readily accessible or visual because of, but not limited to, soil or vegetation, walls, floors, carpets, ceilings, furnishings, debris or personal belongings, water, ice, snow or any other conditions that would endanger the inspector or potentially cause damage to the subject property or any of its systems, items or components ARE SPECIFICALLY EXCLUDED IN THIS INSPECTION.**

**Note:** Cree Home Services will be happy to return and inspect any area made visible and accessible by the client or the property owner or changing weather conditions. This additional service may involve an additional fee.

**Limited Scope of Inspection –** The following are excluded from this inspection: Sewer lines and/or site waste disposal systems; water softeners; any and all low voltage or digital wiring systems and components; lightning arrestors; any timing systems; water purification systems; well systems (other than the above ground and accessible components); solar heating, cooling or electrical systems; swimming pools; spas; fencing; playground or sports equipment; underground sprinkler systems; back flushing equipment; instant water heating devices; pressure tests on air conditioning systems; furnace heat exchangers; water or electrical radiant heating systems; laundry appliances and any other personal property and other items listed as Specific Exclusions in the Agreement. We do not address conditions related to animals, pests, wood destroying organisms or rodents. Cosmetic features are excluded without limitation, paint, wall coverings, carpeting, flooring, paneling, lawn and landscaping. We are not allowed to light pilot lights, open gas or water valves or activate any major system that is shut down at the time of the inspection. The seller or his/her agent are responsible to ensure that all utilities are operational at the time of the inspection.

**Note:** Unless otherwise expressly contracted, in writing, the inspection of condominium units include the interior of the unit only, specifically excluding the structure, roof, exteriors and common element systems since these systems are usually the responsibility of the HOA. They will not be inspected or commented on. Central heating and cooling systems in large buildings will only be inspected with regards to the system components present within or easily accessible from the subject unit.

**This inspection does not constitute a warranty, an insurance policy or guarantee of any kind. The Inspection Report reflects visual, non-invasive and non-technically exhaustive observations of certain listed system and components of the subject property AS OF THE DATE, TIME AND CONDITIONS WHEN THE INSPECTION WAS PERFORMED and is not to be considered a listing of repairs to be made, nor a basis for renegotiation of the Contract of Sale for the subject property.**

I have read and understand the terms, scope general and specific exclusions listed in this document and agree with them.

Client: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Inspector: \_\_\_\_\_ OH Lic. #2021003744 Exp. 06/09/2024

I authorize the release of the Inspection Report to: \_\_\_\_\_

\_\_\_\_ **Mold Testing and/or Analysis** are specifically excluded from this agreement and report. Cree Home Services urges the client to get a separate mold inspection by a licensed and qualified industrial hygienist if there are any concerns about this matter.

**Building Code Compliance, Manufacturer's Specifications, Valuation, Regulations –** Cree Home Services will not investigate nor give any opinion concerning easements, conditions of title, zoning matters, municipal building codes or standards or property measurements and value appraisals. There are thousands of building codes (varying with each local authority having jurisdiction) and manufacturer's specifications and they change frequently and are subject to contradictions and individual interpretation. Because of this, Cree Home Services does not give any opinion concerning compliance of the subject property or any of its improvements with any governmental building code requirements. The Client should contact the appropriate governmental agencies should they wish such information.

**Product Defects and Environmental Hazards –** The inspection is neither a chemical analysis nor a search for defective products or environmental hazards. Materials regularly used in residential construction may contain potentially hazardous substances such as asbestos, lead or formaldehyde.

## Other Exclusions

**The following are specifically excluded from the "general inspection". If you wish these services, you must specifically request them and there will be an additional fee.**

- Radon Gas Testing
- Mold Inspection
- Mold Sampling
- Mold Testing
- Wood Destroying Organism Inspection
- Water Analysis
- Lead Based Paint Screening
- Water Intrusion Inspection