

Home Inspection Agreement

THIS AGREEMENT made this ____ day or _____, 20 __, by and between All Buildings Inspection LLC (hereinafter "Inspector") and the undersigned (hereinafter "Client"), collectively referred to herein as "the parties."

The address of the property is: _____. The fee for the home inspection is \$ _____. Inspector acknowledges receiving a deposit of \$ _____ from Client. The parties understand and voluntarily agree as follows:

1. Inspector is currently registered as a home inspector with the State of Wisconsin Department of Regulation and Licensing. Inspector agrees to perform a visual inspection of the home/building and to provide Client with a written inspection report identifying the defects that Inspector both observed and deemed material. Inspector may offer comments as a courtesy, but these comments will not comprise the bargained-for report. This report is not a substitute for a Seller's Real Estate Condition Report on the home/building and a Seller's disclosures, and Inspector assumes no responsibility or liability for such condition report or disclosures.
2. Unless otherwise inconsistent with this Agreement or not possible, Inspector agrees to perform the inspection and provide a home inspection report in accordance with the requirements and standards of practice set forth in Chapter 440 of the Wisconsin Statutes and RL 134 of the Wisconsin Administrative Code. Client understands that these requirements and standards contain certain limitations, exceptions, and exclusions.
3. The inspection and report are performed and prepared solely and exclusively for Client's use. Client gives Inspector permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties; however, Inspector may not deliver a home inspection report to any person other than Client without Client's consent. Inspector accepts no responsibility for use or misinterpretation by third parties of Inspector's report or observation, nor may any third parties rely on Inspector's report and observations. Inspector's inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.
4. Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the Client has been advised of the possibility of such damages. Notwithstanding the foregoing, nothing in this Agreement shall be construed to disclaim liability for or to limit the amount of damages for liability of Inspector for his failure to comply with the standards of practice prescribed in Chapter 440 of the Wisconsin Statutes and RL 134 of the Wisconsin Administrative code.
5. Inspector does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place.
6. In the event a claim is made against Inspector regarding the Inspection or report, Client agrees to supply Inspector with access to the premises. An action to recover damages for any act or omission of Inspector relating to the inspection shall be commenced within two years from the date the inspection is completed or be barred.
7. The parties agree that any litigation arising out of this agreement shall be filed only in the Court having jurisdiction in the County in which the inspector has its principal place of business. In the event that Client fails to prove any adverse claims against Inspector in a court of law, Client agrees to pay all legal costs, expenses and fees of Inspector in defending said claims.
8. If any court declares any provision of the Agreement invalid or unenforceable, that provision is severable, and the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of Inspector or its agents shall be binding unless reduced to writing and signed by Inspector. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees.
9. Payment of the fee to Inspector (less any deposit noted above) is due upon completion of the on-site inspection. The Client agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If Client is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

All Buildings Inspection LLC, by Charles J Staab, Manager:

Client: