



HOME INSPECTION AGREEMENT

(Please read all pages of this Agreement carefully)

This Home Inspection Agreement is entered into between JDH Inspections LLC, a Wisconsin limited liability company, with its principal place of business located at 860 E. Madison Street, Durand, Wisconsin 54736 (“Inspector”) and Client identified below. (If more than one person signs this Agreement, they are together referred to as “Client.”) Client agrees to employ Inspector, and Inspector agrees to conduct a Real Estate Inspection (the “Inspection”) and provide a written report (the “Report”) regarding the buildings and premises noted below (the “Property”).

Client: _____

Date: _____ Time: _____

Address: _____

Property: _____

Phone (H) _____ (W) _____

CLIENT ACCEPTANCE:

INSPECTOR:

JDH INSPECTIONS LLC

By: _____

Date: _____

David Hartung-Weber, Member

Date: _____

Date: _____

1. **Fee.** The Client will pay the sum of _____ Dollars (\$_____) for the Inspection of the residence and garage or carport, if applicable, located at the Property. The fee shall be paid in full before commencement of the Inspection (unless otherwise agreed to in writing by the parties). If Client elects to have Inspector perform Thermal Imaging inspection services or Carbon Monoxide detection service, both of which are beyond the scope of the Inspection as generally described in paragraph 2 below, Client shall pay an additional fee for such services as set forth on the Addenda. If no Addenda are attached, Client has elected not to have any additional services performed and no additional fee shall be charged. If payment fails after Inspector has begun the Inspection, Inspector may immediately terminate the Inspection, may not prepare or issue the Report, and may seek reimbursement from Client for any part of the Fee earned by Inspector, as well as all court costs and actual attorney fees incurred by Inspector in collecting the sum owed to Inspector and all bank charges for checks returned for insufficient funds or otherwise dishonored.

2. **Purpose and Scope.** The object of this inspection is to provide the Report to the Client of the observable conditions of structures and systems of the Property on the date and the time of the Inspection based on a reasonably competent and diligent inspection of the Property. The Inspection and the Report will conform to the current standards of practice set forth in Chapter 440 of the Wisconsin Statutes and the Administrative Rules applying to that Chapter. If Client elects, Inspector will provide services in addition to those mandated under Chapter 440 of the Wisconsin Statutes and the Administrative Rules applying to that Chapter, in which case the particular additional services to be performed and the fee to be paid for those additional services is set forth on the Addenda attached to this Agreement. Home inspection is an activity that is regulated in Wisconsin, thus, this Agreement will refer to those sections of Wisconsin law that affect this Agreement. RL 134.03 of the Wisconsin Administrative Code sets forth the mechanical and structural components included in a home inspection, including those things an inspector must inspect and do and those items an inspector is not required to inspect or do.

The Inspection is not technically exhaustive. This Inspection does not cover any latent defects or defects not reasonably observable during the Inspection. Conditions which are not within the scope of the Inspection include, but are not limited to: recent repairs, paint or covering that may conceal current or prior defects, whether deliberately concealed or otherwise, radon, formaldehyde, lead paint, asbestos, mold or other fungi, toxic or flammable materials, and other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks; energy efficiency measurements; concealed or private secured systems; water wells and pressure systems; septic systems; municipal water and sewer services; heating systems accessories; solar heating systems; sprinkling systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae; lightning arrestors; trees or plants; governing codes, ordinances, statutes and covenants; lot line verification; surveying. These systems, items and conditions are excluded from the Inspection. Any general comments about these systems, items and conditions in the written Report are informational only and may not be relied upon by the Client.

The Inspection will not and cannot alert Inspector or the Client to conditions of the structure that are concealed, not readily accessible, or would require cleaning, alteration, excavation, or destructive testing. Inspector will not dig, probe, dismantle equipment, or remove permanent materials or items that would be damaged by such activity, nor will the Inspector enter unsafe or inaccessible areas to perform the Inspection. Other limitations encountered during the Inspections may be noted in the Report.

3. **Exclusions and Limitations.** The following areas are excluded from the Inspection under this Agreement:

- * Calculating the strength, adequacy or efficiency of an improvement to residential real property or a component of an improvement to the Property;
- * Entering any area or performing any procedure that may damage an improvement to the Property or a component of an improvement to the Property, or entering any area or performing any procedure that may be dangerous to Inspector or other persons;
- * Operating any component of an improvement to the Property that is inoperable;
- * Operating any component of an improvement to the Property that does not respond to normal operating controls;
- * Disturbing insulation or moving personal items, furniture, equipment, vegetation, soil, snow, ice, debris or other objects that obstruct access to or visibility of an improvement to the Property;
- * Determining the effectiveness of a component of an improvement to the Property;
- * Predicting future conditions, including failure of a component of an improvement, to the Property;
- * Projecting or estimating the operating costs of a component of an improvement to the Property;
- * Evaluating acoustic characteristics of a component of an improvement to the Property;
- * Inspecting for the presence or absence of pests, including rodents, insects and wood damaging organisms;
- * Inspecting cosmetic items, underground items, or items not permanently installed;
- * Inspecting for the presence of any hazardous substances;
- * Disassembling any component of an improvement to residential real property, except for removing access panel that is normally removed by an occupant of Property.

The Inspection also excludes opinions on:

- * The life expectancy of an improvement;
 - * The reason for the necessity of any major repairs;
 - * The methods, materials, or cost of making repairs or corrections;
 - * The suitability of any specialized use of an improvement to the Property;
 - * Whether any item Inspector is required to report on complies with applicable regulatory requirements;
- * The presence of mold, the type of mold, potential locations of mold or effects of mold.

The purpose of the Inspection is to provide information to Client that may prevent Client from incurring unnecessary or unexpected costs to repair the building. The purpose of the Inspection is not to reduce the risk or likelihood of personal or bodily injury.

4. **No Warranty or Guaranty.** Other than the obligation to perform the Inspection in accordance with Chapter 440 of the Wisconsin Statutes and the Administrative Rules applying to that Chapter, Inspector MAKES NO WARRANTY OR GUARANTY regarding the Inspection. The Report is valid only for the day and time of the Inspection; building systems can develop problems at unexpected times or including the day of or the day after the Inspection. Inspector shall render no opinion and provides no representation or warranty concerning the expected or remaining life of any item inspected. The Inspection and Report is not an insurance policy. Client must purchase such insurance policy from others if Client so desires.

Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. THE INSPECTOR MAKES NO WARRANTY OR REPRESENTATION REGARDING THE PROPERTY, THE REPORT OR THE INSPECTION PERFORMED HEREUNDER, EXPRESS OR IMPLIED, EXCEPT COMPLIANCE WITH CHAPTER 440 OF THE WISCONSIN STATUTES AND REGULATIONS PROMULGATED THEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE PROPERTY, THE REPORT AND THE INSPECTION, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES FOR FITNESS OR USE, CONDITION, PERFORMANCE OR ADEQUACY OF THE PROPERTY, ITS STRUCTURE, COMPONENTS OR SYSTEMS.

5. **No Third Party Reliance.** The Inspection and Report are performed and prepared for the exclusive use and possession of Client. No other person or entity may rely on the Report.

6. **Dispute Resolution Forum.** Any dispute with respect to this Agreement must be promptly to Inspector, and Inspector must be given a reasonable opportunity to address and controversy and/or cure any alleged deficiency arising out of the Inspection, the Report of this Agreement. If Client claims there was some problem with the Inspection, Client shall contact the Inspector and meet at the Property to discuss the problem and to allow the Inspector a chance to observe the problem firsthand, as it was discovered, without alteration or repair. Time is of the essence in reporting problems to Inspector and allowing Inspector an opportunity to observe conditions relating to the problem in an unaltered state.

If the Inspector is unable or unwilling to cure any alleged controversy, claim, or dispute that arises with respect to this Agreement, its making or validity, its interpretation, or its breach, the dispute shall be settled by arbitration in accordance with the Wisconsin Association of Home Inspectors arbitration program administered by Resolute, Inc. "Dispute Resolution Program", (hereinafter the "Program"), currently administered by Resolute Systems, Inc. subject to applicable Wisconsin Statutes and the Administrative Rules. Client retains the right to report home inspection problems to the Wisconsin Department of Regulation and Licensing. Information about the Program, including costs, fees, Rules and Procedures are available through:

Resolute Systems, Inc. 1550 N Prospect Ave, Milwaukee, WI 53202
Phone: (414) 276-4774 or Email: info@ResoluteSystems.com

Such arbitration shall be the exclusive remedy for such controversy, claim, or dispute except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction.

7. **Limit of Liability.** Inspector and its members, employees and agents assume no liability or responsibility for the costs of repairing or replacing any reported and/or unreported defects or deficiencies either current or arising in the future.
8. **Governing Law and Severability of Provisions.** Wisconsin law shall govern this Agreement. If any term or condition of this Agreement is held to be invalid or unenforceable, the remainder of the terms and conditions herein shall not be affected thereby and shall remain valid and enforceable. Paragraph titles are for reference only.
9. **Entire Agreement.** This Agreement contains the entire understanding between Inspector and Client. There are no other representations, warranties, or commitments, expressed or implied, except as are specifically set forth herein. This Agreement supersedes any and all representation or discussion, whether oral or written, if any, between the parties relating to the subject matter of this Agreement. This Agreement may be modified, altered or amended only by a writing signed by the Inspector and the Client.

CLIENT IS STRONGLY ADVISED TO ACCOMPANY INSPECTOR DURING THE INSPECTION