



Property Inspections, LLC

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Client Report Password:  
\_\_\_\_\_

# INSPECTION AGREEMENT

(Please Read Entire Agreement Carefully)

Property Address \_\_\_\_\_

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

Client \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone Numbers: Work \_\_\_\_\_ Home \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Seller Contact \_\_\_\_\_

Realtor \_\_\_\_\_ Company \_\_\_\_\_

THIS AGREEMENT is made by and between: **Roust Property Inspections, LLC** (Hereinafter “**INSPECTOR**”) and the named above Client (hereinafter “**CLIENT**”) and is effective on the date of the last signature below and expires thirty days from the above Date of Inspection unless mutually extended in writing.

**The Parties Understand and Agree as follows:**

**PURPOSE:**

The purpose of the property inspection and report described in this agreement is to inform the CLIENT of the condition and those major deficiencies, visually observed by the INSPECTOR, in those components and systems of the property as identified in the Scope of Work.

**SCOPE OF WORK:**

The INSPECTOR agrees to conduct a visual inspection of the observable portions of the property and to provide the CLIENT with a written inspection report that describes the following components and systems of the property and that states the condition and major deficiencies that the INSPECTOR has both observed and deemed material. Conditions and deficiencies which are not readily observable by visual inspection of the surface covering of the structure are not covered in this inspection.

- Structural Condition - basement/foundation/crawl space, if any; attic, walls, floors, decay
- Roof – condition, penetrations, gutters, chimneys, drainage, skylights
- General Exterior – walkways, porches, decks, driveways, siding, drainage, grading, windows, doors
- Electrical System – main panel, wiring, grounding, GFCI protection; smoke and CO alarms
- Plumbing System - water heater; piping, cross-connections, fixtures
- Heating System – heat source, distribution, fuel tanks, safety
- Insulation and Ventilation – floor, attic, walls, kitchen, bathrooms, fungal growth
- Interior - ceilings; walls; floors; attic; stairs; rails, glass, cabinets, countertops
- Major Appliances (as-is at time of inspection)
- Fireplace or Wood stove – chimney, hearth, fire box, clearances
- Garage – fire separation, appliance protection, garage doors

The INSPECTOR may offer comments relating to maintenance and other items during or after the inspection as a courtesy. Unless these comments are included in the written report, they are not a part of the written inspection report required by this agreement.

It is understood and agreed that the inspection herein agreed to will be of readily accessible and visible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from the inspection; equipment, items and systems will not be dismantled; personal effects, furniture, cabinets, appliances, floor and wall coverings, snow, ice, debris and other items covering or concealing components and systems will not be moved by the INSPECTOR to gain visual access to any such hidden components and systems.

The inspection will not be a code compliance inspection or certification for past or present governmental zoning, building codes or regulations of any kind. It does not include appraisals, setbacks, surveys, encroachments, covenants or easements on the property. It does not include predictions as to the remaining life or serviceability of components or systems or estimates of the cost of repairs, replacements or operating expenses.

The inspection and report will not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to mold, radon gas, lead, asbestos, urea formaldehyde, toxic or flammable chemicals, electro-magnetic fields, noise, and water and airborne hazards. Also excluded are inspections of and reports on wells, septic systems, security systems, low-voltage electronics systems, intercom systems, telecommunications systems, data network systems, central vacuum systems, water softeners, sprinkler systems, fire and safety equipment, and the presence or absence of rodents, termites, and other insects.

#### **LEGAL MATTERS:**

This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against either party unless such change or modification is in writing and signed by both parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. The CLIENT shall have no cause of action against the INSPECTOR after ninety days from the date of the inspection.

The INSPECTOR agrees to deliver an online written report to the CLIENT within 72 hours of the inspection. Delivery shall mean posting to the INSPECTOR's website. CLIENT may also arrange hand delivery, if in Juneau, or posting via carrier if outside of Juneau.

The written inspection report is prepared for the sole and exclusive use and possession of the CLIENT; however, the CLIENT hereby gives the INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other parties as deemed appropriate by the INSPECTOR. The INSPECTOR will provide the password for the written inspection report to the CLIENT only or to others as authorized by the CLIENT. The INSPECTOR accepts no responsibility for third party use, misuse, and/or misinterpretation of their own observations of the inspection and/or of the written inspection report. The report is only supplementary to the seller's disclosure.

The CLIENT agrees to read the entire written inspection report within 5 working days of receipt and to notify the INSPECTOR by mail or email of concerns or suggested amendments within 10 working days of receipt. The INSPECTOR agrees to consider the CLIENT'S comments and respond within 10 working days of receipt of the email. The INSPECTOR may or may not choose to amend the written inspection report, at his professional discretion. If the INSPECTOR chooses to amend the report, he will deliver the amendment by mail or email within 15 working days of receipt of the CLIENT'S comments.

The parties agree that the INSPECTOR assumes no liability or responsibility for the cost of repairing or replacing any reported or unreported defects or deficiencies, either current or arising in the future, nor for any property damage, consequential damage, or bodily injury of any nature.

The inspection and report are not intended or to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance, or condition or any inspected or uninspected structure, items, components or systems. The INSPECTOR is not an insurer of any inspected or uninspected conditions.

It is understood and agreed that should the INSPECTOR be found liable for any loss or damages resulting from a failure to perform any obligations under this agreement, including but not limited to negligence, breach of contract, or otherwise, then the liability of the INSPECTOR shall be limited to a sum equal to the amount of the fees paid by the CLIENT for the inspection and report.

**FEES:**

Fees for this inspection, research and report preparation shall be based on the latest version of INSPECTOR's Fee Schedule available on his website. Base fees anticipated: \$ \_\_\_\_\_ plus sales tax, travel, if out of Juneau and other CLIENT authorized expenses.

Fees for travel out of Juneau road system shall be the actual costs of transportation, parking, lodging and meals without markup.

Meal costs for out of Juneau road system inspections shall be based on actual costs including tips not to exceed \$10.00 for breakfast, \$15.00 for lunch and \$25.00 for dinner.

CLIENT authorized expenses such as expedited delivery charges, lab fees, subcontracts or other costs not normally incurred by the INSPECTOR in performing inspections and preparing reports shall be reimbursed at cost by the CLIENT to the INSPECTOR.

City and Borough of Juneau sales tax is charged and collected for all of the INSPECTOR's professional services generated in Juneau. This includes the inspection, only if the inspection is in the City and Borough of Juneau and all research and report preparation hours for reports written at the INSPECTOR's office in Juneau. For inspections out of the Juneau road system, the local sales tax shall be charged for the services performed out of Juneau and the Juneau sales tax for research and report preparation in Juneau.

Reinspection to verify improvements, if requested, shall be charged separately based on the time spent, at the posted rate plus applicable sales tax for a minimum of 1 hour.

The CLIENT hereby agrees that fees are due upon report delivery and agrees to pay the INSPECTOR for all services rendered within 60 days after receipt of billing, regardless of the outcome of any real estate transaction and regardless of whether the property is bought or sold. If the fees are not paid within 60 days, the INSPECTOR may rebill the CLIENT for the services rendered plus interest at a rate of 1.5 percent monthly (18% APR), chargeable from the time the payment was initially due. The CLIENT agrees to pay time expenses incurred by the INSPECTOR at rate of \$90.00 per hour or the fees of the INSPECTOR'S collection agent(s) in collecting overdue payments. The CLIENT also agrees to pay any and all legal expenses incurred by the INSPECTOR or his agent(s) as a result of collections actions.

THE ABOVE AGREEMENT IS UNDERSTOOD, ACCEPTED AND AGREED TO BY THE UNDER-SIGNED PARTIES. THE INSPECTOR AGREES TO INCLUDE A FULLY SIGNED COPY OF THIS AGREEMENT WITH THE WRITTEN INSPECTION REPORT.

<b>CLIENT or CLIENT REPRESENTATIVE</b>	
Signature _____	Date _____
Printed Name _____	
Client authorizes Inspector to deliver Report to: <input type="checkbox"/> Buyer's Realtor <input type="checkbox"/> Seller's Realtor <input type="checkbox"/> Seller	

and

<b>INSPECTOR</b>	
Signature _____	Date _____
Printed Name <u>Chris Roust</u>	