



Homewood Inspections, LLC

1182 HARTFORD TURNPIKE, NORTH HAVEN, CT 06473
203-640-7526 203-281-7573

HOME INSPECTION AGREEMENT

CUSTOMER:

Name: _____

Address: _____

Telephone - Work: _____ Home: _____ Fax: _____

E-mail(s): _____

Address of home to be inspected ("Home"): _____

For a fee of \$ _____, HOMEWOOD INPECTIONS, LLC (the Company) and the Customer agree to have the Company conduct a home inspection on or before _____ for the purpose of informing the Customer of the Home's condition. Said inspection will be performed by the Company in accordance with Connecticut Home Inspection Standards of Practice. Customer hereby acknowledges receiving a copy of said Connecticut Home Inspection Standards of Practice. We encourage the Customer to attend the visual inspection and to raise questions about the property during the inspection. A written inspection report will be provided to the customer by either first class mail or e-mail. 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 Customer. The written report includes comments based on observations of the following visible and accessible areas of the home:

- A. Structural Components and Basement
- B. Electrical, Plumbing, domestic water heating, central heating and air conditioning.
- C. General interior of Home including ceilings, walls, floors, windows, doors and stairs.
- D. Attic - ventilation and insulation (if readily accessible).
- E. General exterior of Home including roof, gutters, chimney, drainage and grading.

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 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. Excluded from the Company's inspection and report are swimming pools, wells, on site and off site sewage disposal systems, security systems, central vacuum systems, water conditioning equipment, lawn sprinkler systems, fire sprinkler systems, and related fire safety equipment. The Company does not provide an opinion concerning the quality of home components nor does it provide information concerning whether any item covered within the Home Inspection is subject to, or has been subject to, a recall.

Re-inspections are not included within this agreement. The same will be provided for an additional charge.

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 no 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.

This is not an inspection for the presence or absence of rodents, termites or other wood destroying insects or organisms, animal urine or feces. It is not an evaluation for past, present or future, business, commercial or industrial use.

DISPUTES:

No lawsuit or other claim of any kind arising out of or relating in any way to this Agreement and/or inspection report shall be made unless each of the following conditions is satisfied first, in order:

1. Claims: Customer agrees to read the Connecticut Home Inspection Standards of Practice including the general limitations and exclusions therein before bringing a claim against the Company. Written notice of a claim must be provided by the Customer to the Company in writing, by certified mail. The notice shall (a) describe the claim, including what the Customer believes the Company did or failed to do; (b) why the Customer believes the Company is responsible; (c) what the Customer believes the Company should do to remedy the same and d) provide the Company with an opportunity to inspect the subject area prior to any work being performed regarding the disputed area.
2. Right of Re-Inspection: If the Customer believes the Company has made an error, the Customer shall, before making any repairs or alterations relating to the problem area, provide the Company with an opportunity to inspect that portion of the property where the alleged problem is located. Re-inspection is not required if there is an emergency situation concerning health and/or safety.

Initials _____

3. Negotiation: If the dispute is not resolved as a result of the re-inspection, the parties agree that they will attempt, in good faith, to resolve the dispute. If the parties can not resolve the same within fifteen (15) days of the re-inspection, then the Company and Customer agree that the entire dispute (all claims) shall be submitted to binding arbitration solely by submitting the same to the American Arbitration Association. The Parties further agree that a single arbitrator shall hear all claims against the Company of \$7000 or less. A panel of three arbitrators shall hear all claims against the Company over \$7000. At least one arbitrator shall be a Connecticut licensed home Inspector and one arbitrator 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 Customer commences an action in Court and the Company has to compel arbitration then the Customer shall pay the Company's attorney's fees and costs incurred in order to compel arbitration.
4. Limitation of Damages: The purpose of this provision is to limit the amount of money damages that the Customer can recover from the Company. The maximum amount of money that the Customer may claim and recover is hereby limited to the greater of three times the fee paid by the Customer 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, violations of any Unfair Trade Practice Act, statute or regulation. The limitation of damage provision shall be removed if the Customer pays an additional fee of \$1,500.00.
5. This Agreement incorporates all prior written and/or oral agreements, unless otherwise noted herein. The Customer 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. This Agreement supercedes all prior written and/or oral estimates, quotes or proposals. 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.
6. The Customer shall be responsible for paying interest, compounded, at the rate of one (1%) percent per month on all sums due and owing the Company. In addition, if this matter is referred to an attorney for collection or the Customer compels arbitration against the Company and legal fees are incurred by the Company in defense thereof, and the Company prevails in said action, then the Customer shall reimburse the Company for any and all legal fees and costs incurred by the Company with respect to the same, including consequential damages.

FEES:

The Company offers additional services beyond that of home inspection. The following services are available for an additional fee. If you would like the Company to perform said additional services, the customer shall initial next to each requested service. The Customer acknowledges receiving a Rider setting forth the parties' agreement concerning said additional services, and the terms set forth therein are accepted and made a part of this Agreement.

	Accepted	Rejected	Initials	
A. Home Inspection	<input type="checkbox"/>	<input type="checkbox"/>		\$ _____
B. Wood destroying insect inspection	<input type="checkbox"/>	<input type="checkbox"/>		\$ _____
C. Radon Testing	<input type="checkbox"/>	<input type="checkbox"/>		\$ _____
D. Water quality testing. (Public Health Code requires testing within 6 months of closing.)	<input type="checkbox"/>	<input type="checkbox"/>		\$ _____
E. Onsite sewage disposal system inspection	<input type="checkbox"/>	<input type="checkbox"/>		\$ _____
F. Final Closing Inspection	<input type="checkbox"/>	<input type="checkbox"/>		\$ _____
G. Other _____	<input type="checkbox"/>	<input type="checkbox"/>		\$ _____
TOTAL DUE UPON SIGNING OF AGREEMENT				\$ _____

If any of the above additional services have been accepted by the Customer, an attached Rider outlining said services shall be executed by the Customer and the Company.

The Company's work is subject to regulation by the Department of Consumer Protection for the State of Connecticut. Inquiries and complaints concerning the Company's work may be directed to that Department.

The above Agreement and attached Standards of Practice have been explained by the Company to the Customer and the same are satisfactory and hereby accepted. The Customer authorizes the Company to do the work as specified above with payment being made as outlined above.

CUSTOMER:

HOMWOOD INSPECTIONS, LLC

By _____

Mark F. Giangarra, member duly authorized

Dated: _____

Dated: _____