



# PWC Inspection Service

4403 5<sup>th</sup> St NW

Rochester, MN 55901

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On-line at: [www.pwcameron.com](http://www.pwcameron.com)



Client: \_\_\_\_\_ Property: \_\_\_\_\_  
 (Name) (Inspected Address)

\_\_\_\_\_ \_\_\_\_\_  
 (Current Address) (City/St./Zip)

\_\_\_\_\_ Inspected: \_\_\_\_\_  
 (City/St./Zip) (Insp. Date)

\_\_\_\_\_ Email: \_\_\_\_\_  
 (Phone) (Please print clearly)

Type of Structure: Single  Duplex  Condo  Townhouse  Other  \_\_\_\_\_

INSPECTOR THE FOLLOWING AGREEMENT IS UNDERSTOOD AND AGREED TO:

_____	_____	_____	_____
CLIENT	DATE	INSPECTOR	DATE

Authorization for release of report to clients' agent or others: Yes  No   
(Reports are only shared with your permission.)

REALTOR Name: \_\_\_\_\_ REALTOR Firm: \_\_\_\_\_  
Present at Inspection: Buyer(s) \_\_\_\_ Buyer's agent \_\_\_\_ Seller \_\_\_\_ Other \_\_\_\_\_

## INSPECTION AGREEMENT PLEASE READ THIS AGREEMENT CAREFULLY

**THIS AGREEMENT** made and entered into between Paul W. Cameron - PWC Inspection Service, referred to as "Company", and \_\_\_\_\_ referred to as "Client".

**In consideration of the promises and terms of this Agreement, the parties agree as follows:**

1. Company agrees to conduct a visual inspection of the readily accessible areas of the property referred to above and to provide a written Inspection Report CONCERNING THE CONDITIONS AT THE TIME OF THE INSPECTION ONLY. Detached structures are excluded unless otherwise agreed to in writing. This inspection will be performed on a day and time mutually selected by the parties.
2. FEE: The Client agrees to pay the Company, at or before the time of the inspection, a fee in the amount of \$\_\_\_\_\_. Additional services for additional fees include \_\_\_\_\_; in the amount of \$\_\_\_\_\_.

**(Continued on back of form or Page 2)**

3. Company will perform a visual inspection of the readily accessible areas of the major systems and components of the building. Systems to be inspected include: foundations and structures; exteriors; interiors; roofing; plumbing; electrical; central heating; central air-conditioning (weather permitting); insulation; and ventilation. Inspector will not be required to move furniture, appliances, floor covering, storage or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions or areas. Company is also not required or expected to scrape paint or other wall coverings.
4. The parties agree that the American Society of Home Inspectors, Inc. (ASHI) "Standards of Practice" shall define the standard of duty and the conditions, limitations, and exclusions, of the inspection. Client may review or obtain a copy of the ASHI Standards from the Company on request at any time including before the signing of the Inspection Agreement.
5. Systems and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, soil contamination, underground or above ground tanks, other environmental hazards; pest infestation; security systems; appliances; playground equipment; swimming pools; spas; fire and safety equipment; sprinkler system; energy efficiency measurements; recreational equipment; concealed or underground electric or plumbing; systems which are shut down or otherwise secured; private sewer systems; water wells; heating system accessories; solar heating systems; zoning or other ordinances; or building codes conformity. The Client understands that these systems, conditions, and information about them are excluded from this Inspection and Report. Any general comments, which may appear about these systems and conditions, are provided as a courtesy only and do not represent or form a part of the inspection.
6. The parties agree that the Company and the Inspector assume no liability or responsibilities for the costs of repairing or replacing any unreported defects or deficiencies, either current or arising in the future for any property damage, consequential damage or bodily injury of any nature. Because of the limited nature of the inspection relative to the value of the property, and because a technically exhaustive study (which would include architects, engineers, and/or contractors of all disciplines – i.e. structural, electrical, plumbers, HVAC, civil, etc.) would be significantly more expensive, the parties agree and acknowledge to allocate benefits and risks of limited inspection arising out of this agreement from any cause or causes, shall not exceed the total fee for this limited inspection. Such causes include but are not limited to the Company's and/or its agents and employee's negligence, errors, omissions, strict liability, negligent misrepresentation, negligent hiring or retention, breach of contract, or breach of warranty. **THE INSPECTION AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTY, WARRANTY, OR INSURANCE POLICY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITIONS OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT OR SYSTEM AND IT SHOULD NOT BE RELIED UPON AS SUCH.** The inspection and report is also not a certification nor implied warranty of habitability, merchantability of fitness for use of any kind.
7. Company will provide to the Client a written Report within a reasonable time following the completion of the inspection. The inspection results are not completed until the written report is prepared and delivered. The Report will not be delivered until this Agreement is executed by the Client and given to the Company.
8. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the undersigned client only. Neither the report, the contents of this report or any representation made herein are assignable or transferable without the express written permission of Paul W. Cameron Inspection Service. The client agrees to indemnify and hold harmless the Company and the Inspector for all costs, expenses and legal fees incurred and arising out of any legal proceedings brought by any third party who claims he/she or it relied on representations made in this inspection report and was damaged thereby.
9. The inspection and report is not intended to reflect the value of the premises, nor to make any representations as to the advisability or inadvisability of purchase.
10. Client acknowledges that although the subject house, components thereof and equipment therein may be functional and/or in working condition at the time of inspection, their condition may change thereafter. Therefore, the company and/or its inspectors do not under any circumstances, make any promises, representations, guarantees or warranties as to the actual, present reported or future condition of the subject house, components thereof and equipment therein.
11. In the event of a discrepancy, dispute or claim arising from the performance of an inspection by the company and/or its inspectors, the Client agrees to promptly notify the Company in writing by U.S. certified mail. Client guarantees the Company the right to examine the subject matter of any claim, prior to the Client's performance of any remedial action (unless of an emergency nature of/for the safety of persons or property). This condition precedent to Client's claim. If a lawsuit or legal action is filed by the Client against the company and/or its inspectors, the company and/or its inspectors successfully defends the claim of the Client the Client agrees to pay the Company and/or its inspectors reasonable attorney's fees and court costs and any other costs incurred in defending against such claim.
12. In any event any discrepancy, dispute or claim arising from the performance of an inspection by the company and/or its inspectors, must be made within one (1) year from the inspection date. All discrepancies, disputes or claims are waived unless a lawsuit has been instituted (i.e., summons and complaint served) within one (1) year from the inspection date.
13. If any paragraph, clause, sentence or other part of this Agreement is for any reason held to be invalid or unenforceable in any respect such a decision shall not affect the remaining portions of this Agreement which shall continue in full force and effect.
14. This Agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by all parties. This Agreement shall be binding upon and enforceable by the parties, and heirs, executors, administrators, successors and assigns.