



Home Quest
Home Inspection

Home Quest Home Inspection
8 Huntington Street, Suite 140, Shelton, CT 06484
Phone 203-929-9900 • HomeQuestInspection.com

HOME INSPECTION AGREEMENT

Client Name: _____ Address _____

Date: _____ Address of home to be inspected: _____

For a fee of \$ _____, Home Quest, LLC d/b/a Home Quest Home Inspection and the Client agree to have the Company conduct a home inspection for the purpose of informing the Client of the homes general condition. It is recommended that the Client attend the visual inspection in order to understand our findings and to raise questions about the home during the inspection. A written inspection report will be provided to the Client by e-mail. The Company reserves the right to withhold the written inspection report if the fee has not been paid. The Client authorizes the Company to disclose the home inspection report to their realtor.

This Agreement and the report outlining the Company's findings have been performed and prepared for the sole, confidential and exclusive use of the Client. The written report includes comments based on observations of the following visible and accessible areas of the home: A. General exterior of Home including roof, gutters, chimney, drainage and grading; B. Structural components and basement; C. Electrical, plumbing, domestic water heating, central heating and air conditioning; D. General interior of home including ceilings, walls, floors, windows, doors and stairs; and E. Attic - ventilation and insulation.

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. Inspection is generally visual and 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. 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 not limited to, radon gas, carbon monoxide, lead, lead paint, asbestos, buried fuel storage tanks, urea-formaldehyde, arsenic, uranium, various molds and spores, water quality, toxic or flammable chemicals or gasses and water and airborne hazards.

Conditions permitting, you should confirm that all systems, equipment and appliances are operating immediately before the closing. You should also ask the listing Agent, your Agent and the Sellers if there are any additional facts concerning environmental, site and/or building conditions to be disclosed.

No inspections, testing or other services that were not specifically contracted for, and for which a separate fee is paid, are included as part of our work including but not limited to: Testing for Radon, Lead paint, asbestos, mold, indoor air quality, contaminated soil, state standards for drinking water, Radon or Lead in the drinking water and Volatile Organic Compounds (VOCs) in drinking water EPA (Standard 524.2). Inspection of sewage disposal systems, underground fuel tanks, seals in insulated windows, rodents, wood destroying insects, central air conditioning when exterior temperatures are below 65 degrees F, wells, sports items (such as swimming pools, tennis courts, etc.), site lighting and low voltage systems (including but not limited to smart house, security, smoke, heat and carbon monoxide detection, telephone, computer, intercom, doorbell and audio/visual e.g. video, sound, dish, antenna, cable and speakers), special systems e.g. central vacuum, sauna water heater and equipment, lawn sprinkler, fire sprinkler and related fire safety equipment. Also excluded is the assurance of a dry basement or crawl space. The Client accepts that they shall not rely upon any comments provided by the Company as to items not required to report on pursuant to the Connecticut Standards of Practice. Said comments are made solely as a courtesy to the Client.

Limitation of Damages: The purpose of this provision is to limit the amount of money damages that the Client can recover from the Company and/or its representatives. The maximum amount of money that the Client may claim and recover is two times the amount paid for the home inspection, not to exceed \$2500. 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, CUTPA and any other legal theory. If the Client pays the Company an additional \$1,500 the limitation on liability shall be eliminated as the Company will then be able to hire additional professionals to complete a more detailed inspection.

Disputes: If the client has a dispute with the Company, the Company shall re-inspect the premises as needed. The parties (the Client, Company and its representatives) agree that they will attempt, in good faith, to resolve the dispute. If the parties cannot resolve the same within fifteen (15) days of the re-inspection, then the Company and Client agree that the entire dispute (all claims) **shall** be submitted to binding arbitration. The arbitration shall be held at a mutually agreed upon location in Hartford County. The Parties further agree that a panel of three arbitrators shall hear all claims. The panel shall be selected by the Parties and shall be comprised of a Connecticut licensed home inspector, a licensed Connecticut attorney and a qualified contractor/tradesperson in the area that comprises the majority of the claim (E.G licensed plumber or electrician). The arbitrators shall render their decision by determining if the Company was in general compliance with 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. All costs to arbitrate shall be paid equally between the Company and Client. If the Client commences an action in Court and the Company has to compel arbitration then the Client shall pay the Company's attorneys' fees of \$1,200.00 prior to commencing arbitration to compensate it for said unnecessary expense. The prevailing party in any arbitration proceeding shall be awarded attorneys fees and costs.

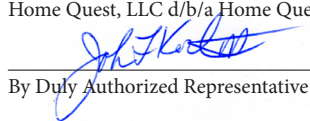
This Agreement incorporates all prior written and/or oral agreements, unless otherwise noted herein. The Client and the Company agree and represent that there have been no other oral or written promises, agreements or representations made by one to the other, which have not been incorporated herein. This Agreement supersedes 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. The Company has affiliations with third party service providers (Providers) in order to provide the client with additional value added services. These services can result in the Company receiving additional compensation. By executing this Agreement, the Client expressly authorizes the Company to disclose personal contact information concerning the client to Providers. If Client does not desire to be contacted, please tell the inspector.

The above Agreement and Connecticut Home Inspection Standards of Practice have been reviewed and explained by the Company to the Client and the same are satisfactory and hereby accepted. The Client hereby authorizes the Company to do the work as specified above with payment being made as outlined above and below.

FEES:
The Company offers additional services beyond that of home inspection. The following services are available for an additional fee and if selected shall become a part of this Agreement. If you would like the Company to perform said additional services, the Client shall initial next to each requested service.

		AMOUNT
A.	Home Inspection Fee	\$ _____
B.	Wood Destroy Insect Inspection	\$ _____
C.	Radon Air Testing	\$ _____
D.	Water quality testing (Basic)	\$ _____
E.	Radon in the water	\$ _____
F.	Lead in the water	\$ _____
G.	Arsenic in the water	\$ _____
H.	Uranium in the water	\$ _____
I.	Well system Inspection	\$ _____
J.	Septic system Inspection	\$ _____
K.	Remove Limit of Liability	\$ _____
L.	Other	\$ _____
TOTAL DUE UPON SIGNING OF AGREEMENT		\$ _____

The Company's work is regulated by the Department of Consumer Protection for the State of Connecticut.
CLIENT: _____ Home Quest, LLC d/b/a Home Quest


By Duly Authorized Representative

E-mail(s): _____

Cell # _____