



**MOORE**  
HOME • INSPECTION • SERVICES



606 North & South Road, Ste. 208  
St. Louis, MO 63130  
(314) 727-6868 Phone  
(314) 727-4447 Fax  
www.moorehomeinspection.com

---

## **INSPECTION AGREEMENT**

### **THIS AGREEMENT LIMITS OUR LIABILITY - PLEASE READ**

You, the undersigned Client, herein referred to as “Client”/“You”/“Your”, have requested that We, the undersigned independently owned and operated Home Inspection Company, along with our employees and any persons conducting the general home inspection, herein referred to as “We”/“Our”/“Us”, conduct an inspection of the property listed on page 5 consistent with the terms and conditions outlined in this Agreement.

### **SCOPE OF THE INSPECTION**

The “General” home inspection is a non-invasive physical examination of the readily accessible built-in appliances, mechanical, electrical, and plumbing systems, and the essential internal and external structural components of the residential dwelling under the standards and scope for home inspections established by the American Society of Home Inspectors (a copy of which is available upon request). The inspector is not an expert in every craft or profession. Therefore, the “General” home inspection that we will conduct is not technically exhaustive. The fee charged for these services is substantially less than that of a technically exhaustive inspection. The inspection is designed only to identify material defects in those systems and components of the Property exposed to view and apparent as of the day of the inspection. See the “Specific Exclusions” sections for the services that are excluded from this general inspection.

A written inspection report (Report) will be prepared that describes and identifies the inspected systems, structures or components of the dwelling that were inspected, any material defects identified to be in need of immediate repair, and any recommendations regarding the conditions observed or recommendations for further evaluation by appropriate persons. Style, aesthetics, design flaws and hidden defects will not be considered in determining whether a system, structure, or component is defective. The Report reflects an observation of certain listed items of the Property as of the date and time of the inspection and is not a list of repairs to be made. The Report is not intended for use in renegotiating the sale of the Property. Your real estate agent can help you determine which items are eligible for negotiation under the terms of the sale contract. The seller may or may not be required to repair deficiencies reflected in this report. Items not listed in the inspection report were not inspected.

### **GENERAL EXCLUSIONS**

The inspector cannot examine what cannot be seen. We do not remove floor coverings or furniture, open walls or perform any type of destructive testing of systems or exposed surfaces, nor do we dismantle equipment. We do not inspect and/or test underground or concealed pipes or underground or concealed electrical lines or circuits. As this is a visual inspection of accessible areas, any area not readily visible or otherwise concealed or inaccessible because of, but not limited to: soil, vegetation,

walls, floors, carpets, ceilings, furnishings, household belongings, water, ice, snow, or any other conditions that would be a danger to the inspector is not included in this inspection. We do not inspect for termites, dry rot, fungus, or other wood destroying insects or organisms as that is a specifically licensed trade. Whether or not they are concealed or inaccessible, the following items and systems are outside the scope of this inspection: any soils or geotechnical testing; sewer lines and/or on site waste disposal systems; water softeners, intercom systems, security systems, telephone and cable TV cables, low voltage lighting systems, any timing systems, water purification systems, well systems (other than visible above ground equipment), solar systems, swimming pools (other than immediate safety concerns), spas (other than above ground equipment and visible plumbing system), back flushing of pool equipment, instant water heating devices, pressure tests on central air conditioning systems, furnace heat exchanger, radiant heating systems, free standing appliances, other personal property, and other items listed as Specific Exclusions in this Agreement. We do not address conditions related to animals, pets or rodents. Most cosmetic features are excluded, including without limitation, paint, wall coverings, carpeting, flooring, paneling, lawns and landscaping. We do not light pilots or activate any system that is shut down at the time of inspection.

### **Code compliance, manufacturer's specifications, valuations, and other regulations**

We will not investigate nor give any opinion concerning easements, conditions of title, zoning matters, or building or property measurements and value appraisals. There are thousands of building codes and manufacturing specifications. They change frequently and are frequently subject to individual interpretation. Our inspectors have a general knowledge about code requirements and can answer many code related questions, but they have no legal authority to mandate code compliance. You should contact the appropriate governmental agencies if you desire such information.

### **Product defects and environmental hazards**

Our inspection is neither a chemical analysis nor a search for defective products or environmental hazards. Materials regularly used in residential construction may contain potentially hazardous substances such as asbestos, lead and formaldehyde. Except as modified herein or by separate written agreement, our inspection excludes chemical analysis of defective products, and environmental hazards including, but not limited to: asbestos, lead, lead paint, radon, carbon monoxide and mold.

### **SPECIFIC EXCLUSIONS**

THIS INSPECTION REPORT DOES NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND; NOR DOES IT SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW. Therefore, you agree not to hold us responsible for any future failure or repair, or for the non-discovery of any patent or latent defects in material, workmanship, or other conditions of the property which may occur or become evident after the inspection date; nor for any alleged non-disclosure of conditions that are the express responsibility of the seller of the property.

This inspection is intended to add to your knowledge of the building and help you understand the risk of owning it. The inspection is not intended to and cannot eliminate all the risk of purchase. We help you assess the risk, we do not assume them for you. Warranty programs for appliance and mechanical failure and homeowner's insurance are the traditional avenues available to manage the risk of property ownership.

### **DISPUTE RESOLUTION AND REMEDY LIMITATION**

#### **Notice requirement**

If you have any complaint about our services or the Report, or if you believe we have done anything wrong, or made any mistake or omission in performing our services, you agree to promptly notify us, in writing, of your complaint. You will also notify us prior to altering or repairing any item that is the

subject of your complaint and you agree to give us reasonable opportunity to investigate your claim and to resolve the issue. If you alter or repair any item without giving us notice of your complaint and a reasonable opportunity to investigate your claim, then you waive any claim you may have against us that relates to that item. In addition, you agree that if you have any complaint that is not resolved by us and you wish to file an action against us, you must begin that action by filing a claim for arbitration with the American Arbitration Association (AAA), as set forth in the next section, within one year of the date of the Report. If you fail to file a claim with the AAA within one year of the date of the Report, you agree your failure to do so releases us from any further liability we have to you under this Agreement and as to the services provided.

### **Binding arbitration**

Each of us agree that any dispute between us, except those for non-payment of fees, that in any way, directly or indirectly, arises out of, or relates to this Agreement or to the interpretation of this Agreement, the scope of the services provided to you, the Report, or any other matter involving the services we perform, shall be submitted to binding arbitration under the construction industry rules of the American Arbitration Association, except for the procedure of selecting the arbitrator. The parties shall mutually appoint an arbitrator familiar with the home inspection industry. The arbitration decision shall be binding on all parties, and judgment upon the award of the arbitrator may be entered in any court having jurisdiction. If no arbitration proceeding is initiated by either of the parties of this Agreement within one year of the date of the Report, the failure to initiate the arbitration proceedings will be considered conclusive evidence that the parties are satisfied that each has properly and completely performed their obligation under the Agreement.

### **Limits of liability**

If we, or our employees, inspectors, or any other person you claim to be our agent, are careless or negligent in making the inspection and/or preparing the Report, our liability to you is limited to the fee paid for inspection services, and you release us from any additional liability. There will be no recovery for secondary or consequential damages by any person. By signing this Agreement, you agree to this limitation on our liability.

### **Third party liability**

The Report is being prepared for you for your own information and may not be used or relied upon by any other person unless that person is specifically named by us in this Agreement as a beneficiary of the Report, in which case the Report may be used by the additional beneficiary we have named. You agree to maintain the confidentiality of the Report and reasonably protect the Report from distribution to any other person. If you directly or indirectly cause the Report to be distributed to any other person, you agree to indemnify, defend, and hold us harmless if any third party brings claim against us relating to our inspection or the Report.

**By initialing here \_\_\_\_\_, you authorize us to distribute copies of the Report to other designated beneficiaries, as stated below.**

Your Real Estate Agent

Other Beneficiary \_\_\_\_\_

### **OTHER PROVISIONS**

#### **Prior to closing**

As not all conditions are apparent on the inspection date, it is recommended, and you agree to consult with the seller regarding any significant defects/malfunctions known to exist to the seller regarding the major structural components, operating systems, and mechanical components of the home prior to

closing the transaction. In addition, you are advised to operate and check all systems and equipment just before closing on the property as failures and defects sometimes occur in the time period between the inspection and the closing. You are further advised with regard to vacant houses, to have all systems operational for careful checking just prior to closing. Systems, particularly heating, plumbing and plumbing connected appliances have been known to fail in vacant houses.

**Severability of entire Agreement.**

The invalidity or unenforceability of any provision in this Agreement shall not affect or impair the validity or enforceability of any other provision. The remainder of the Agreement shall remain in full force and effect. This Agreement, and any attached, executed Addenda, contains the entire agreement between the parties, and there are no other representations, warranties or commitments, except as are specifically set forth in this document. This document supersedes any and all representations or discussions, whether oral or written, if any, among the parties relating to the subject matter of this Agreement. This Agreement may be modified, altered or amended only by doing so in writing and signed by all of the parties hereto.

**In the absence of Client to sign this Agreement prior to or at the time of the inspection, this contract shall be included and become part of the Report. Acceptance of the Report, and/or payment for the inspection is an acknowledgement, acceptance, and agreement by Client to the terms of this Agreement, and limitations listed in the Report, and an acknowledgement that the inspection includes only those items listed as inspected in the Report.**

---

***THIS AGREEMENT CONTAINS BINDING ARBITRATION AND SPECIFIC EXCLUSION PROVISIONS ENFORCEABLE BY ALL PARTIES - PLEASE READ THEM.***

---

By signing below, I confirm that I have read, understand, and agree to the above Inspection Agreement and that I agree to be bound by these terms and conditions.

By: \_\_\_\_\_  
Client Signature (You/Your)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Client Signature (You/Your)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Moore Home Inspection Services (We/Our/Us)

Date: \_\_\_\_\_

**SUMMARY OF SERVICES**

Client Name: _____	General Home Inspection: \$ _____	
	Wood Destroying Pests: \$ _____	
Client Name: _____	Radon Gas: \$ _____	
Property Address: _____	Re-Inspection: \$ _____	
_____	Pay-At-Closing: \$ _____	
	_____ \$ _____	
Inspection Number: _____		
Inspection Date: _____	TOTAL FEES: \$ _____	
Inspection Time: _____		

**ADDITIONAL SERVICES NOTIFICATION**

Some services, including, but not limited to, environmental testing and wood destroying pest inspections, may be performed by companies other than Moore Home Inspection Services and are arranged by Moore Home Inspection Services as a convenience for our clients. Moore Home Inspection Services is not responsible for the results of any tests or inspections from such companies and any concerns should be addressed to the company performing the specific service. These companies are not under the control of Moore Home Inspection Services. By signing below, you agree that you will not hold Moore Home Inspection Services responsible for any complaints, damage or injury resulting from the performance or non-performance of any other company involved with your inspection other than Moore Home Inspection Services.

Client Name: _____	Client Name: _____
Client Signature: _____	Client Signature: _____
Date: _____	Date: _____

**OPTIONAL SERVICES NOTIFICATION**

We can provide our clients with a free home alarm system inspection coupled with a free 90 day home warranty program. These services are provided through Broadview Security and require your consent to be contacted by Broadview regarding their services. By signing below, you agree to have Broadview Security contact you by phone to discuss their home security systems and possibly set up their free alarm inspection. By agreeing to such calls, you will be made eligible for the 90 day home warranty program which is provided by American Home Warranty Company. The home warranty program will not initiated without proper signatures below.

Client Name: _____	Client Name: _____
Client Signature: _____	Client Signature: _____
Date: _____	Date: _____

**HOW DID YOU HEAR ABOUT US?**

Web search \_\_\_\_\_ My Real Estate Agent \_\_\_\_\_ ASHI list \_\_\_\_\_ Investor Group \_\_\_\_\_  
Referred by \_\_\_\_\_ Loan Officer \_\_\_\_\_ Event/Presentation \_\_\_\_\_  
I'm a past client \_\_\_\_\_ Other \_\_\_\_\_