



XV

INSPECTION AGREEMENT

THIS IS A LIMITED INSPECTION PLEASE READ CAREFULLY

With payment of the Inspection Fee(s) as consideration, the Client and RONS HOME INSPECTIONS LLC (RHI LLC), agree to the full and complete acceptance of the following Inspection Agreement and Contract Provisions. Client agrees to employ RHI LLC and Inspector agrees to conduct a Real Estate Inspection and make a written report concerning the building and premises at:

Property Address

City/State/Zip

Client Information:

Name

Phone

Name

Phone

Client Address

City/State/Zip

Client Email

Parties who may receive report:

Name

Email

Name

Email

Inspection Fee: \$_____ (Add 3% if paying by credit card)

(Payment is required at time of service. Please make check payable to RONS HOME INSPECTIONS LLC)

I understand this inspection is being conducted solely for my purposes and use and is not transferable. I agree to the Inspection Agreement and Contract Conditions and Provisions, as described on the following pages. I acknowledge my responsibility to thoroughly read and carefully interpret the inspection report and its accompanying materials. Additionally, I authorize, upon request, disbursement of the inspection report and any accompanying materials or documents to those parties designated as my agent and/or representative pertaining to the transaction associated with this address:

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RONS HOME INSPECTIONS LLC

INIT.

N10198 Hay Lake Rd-Springbrook, WI 54875; 9300 Rohr Lane-Crandon, WI 54520

Email: rjzieth@gmail.com PH: 262 960 0662



Client Acceptance:

By: _____
Signature Date

By: _____
Signature Date

By: _____
Print Signature Date

By: _____
Print Signature Date

By: RONS HOME INSPECTIONS LLC:

Ronald J Zieth President Date



INSPECTION CONTRACT CONDITIONS AND PROVISIONS

1. **Purpose and Scope:** The object of this inspection is to provide a professional, good faith opinion of the apparent condition of structures and systems of the residential real estate described above, on the date and the time of observation. The inspection and report will conform to the current Standards of Practice set forth in Wisconsin state statute 440.975 and SPS 131 Subchapter IV of the Wisconsin Administrative Code. Home inspection is an activity that is regulated in Wisconsin, and so this contract will refer to sections of Wisconsin law that affect this contract. The inspection is designed and intended to detect observable conditions of an improvement to residential real property, subject to certain limitations. The inspection will cover all areas as required under Wisconsin State Statute 440.975 and SPS 131 Subchapter IV of the Wisconsin Administrative Code.

The inspection is not technically exhaustive. This inspection does not cover any latent defects or defects not reasonably observable during the inspection, including but not limited to, recent repairs, paint or covering that may conceal current or prior defects, whether deliberately concealed or otherwise. The inspection will not and cannot alert Inspector or the Client to conditions of the structure that are concealed, not readily accessible, or would require cleaning, alteration, excavation, or destructive testing. The Client understands that the Inspector will not dig, probe, dismantle equipment, or remove permanent materials or items that would be damaged by such, nor will Inspector enter unsafe or inaccessible areas to perform the inspection. Other limitations encountered during the inspections may be noted in the report itself.

2. **Exclusions and Limitations:** The following areas are excluded from the inspection under this contract:
- Calculating the strength, adequacy or efficiency of an improvement to residential real property or a component of an improvement to residential real property.
 - Entering any area or performing any procedure that may damage an improvement to residential real property or a component of an improvement to real property, or entering any area or performing any procedure that may be dangerous to the home inspector or other persons.
 - Operating any component of an improvement to residential real property that is inoperable.
 - Operating any component of an improvement to residential real property that does not respond to normal operating controls.
 - Disturb insulation or moving personal items, furniture, equipment, vegetation, soil, snow, ice, or debris that obstructs access to or visibility of an improvement to residential real property.
 - Determining the effectiveness of a component of an improvement to residential real property that was installed to control or remove suspected hazardous substances.
 - Predicting future conditions, including the failure of a component of an improvement to residential real property.
 - Project or estimate the operating costs of a component of an improvement to residential real property.
 - Evaluate acoustic characteristics of a component of an improvement to residential real property.
 - Inspect cosmetic items, underground items, or items not permanently installed.
 - Disassemble any component of an improvement to residential real property, except for removing access panel that is normally removed by an occupant of real property.
 - Inspect for the presence of hazardous substances.

The inspection also excludes opinions on:

- The life expectancy of an improvement.
- Causes for needing major repairs.
- The methods, materials, or cost of making repairs or corrections.
- The suitability of improvements or components of improvements for a specialized use.



The Client acknowledges what is being contracted for is a building inspection and not an environmental evaluation and the inspection is not intended to detect, identify, alert or disclose any health or environmental concerns regarding the building(s) and/or adjacent property, including, but not limited to, the presence of asbestos, radon, lead, urea formaldehyde, fungi, mold, conditions related to mold, bio-organic growth, conditions related to animals, rodents, insects, wood destroying insects or organisms, pathogenic organisms, PCB's or any other toxic materials or substances contained in the water, air, soils or building materials or products. All of the foregoing items are outside the scope of the services provided under this contract, unless otherwise agree to in writing and signed by both parties.

The Client agrees that the purpose of this home inspection is an attempt to prevent Client from incurring unnecessary or unexpected costs to repair the building. The purpose of the home inspection is not to reduce the risk or likelihood of personal or bodily injury. Client therefore agrees not to sue inspector for bodily or personal injury.

3. **Warranty:** No warranties or guarantees are expressed or implied as a result of this inspection. **The inspection report is valid only for the day and time of the inspection; building systems can develop problems at the most unexpected times or even on the day of the inspection. Ron's home inspections LLC, its employees, inspectors or agents are not providing any guarantee or warranty. The Client recognizes that there is NO REPRESENTATION OF WARRANTY OR GUARANTEE OF EXPECTED OR REMAINING FUTURE LIFE FOR ITEMS INSPECTED. The inspection and report is not an insurance policy.** Client agrees to arrange for the purchase of such insurance policy from others if Client so desires.
4. **Confidential Agreement:** This inspection and inspection report are for the exclusive use of the client only. No other person or entity may rely upon or utilize the report of the Inspector. Client agrees not to provide inspection report to any third party without the permission of the Inspector. In the event that Client provides home inspection report to a third party without the permission of the Inspector and the third party relies on the inspection report, Client agrees to indemnify and hold harmless Ron's Home Inspections LLC, its employees, inspectors or agents from any claims made by the third party. Client agrees to indemnify and hold harmless Inspector from any claims made by the third party against the inspector and for all reasonable attorney's fees incurred in defending said claim.
5. **Dispute resolution Forum:** Inspector and Client (and any other person claiming to have relied upon the inspection report) specifically agree that any controversy or claim arising out of or relating to the inspection or other services provided under this agreement, or breach thereof, including any negligence, tort or other claims, against the person who performed the inspection, shall be resolved exclusively by binding arbitration administered by Construction Dispute Resolution Services, LLC in accordance with its rules in effect on the date such controversy or claim arises, subject to the applicable Wisconsin Statutes and the Administrative Code. Client agrees to pay the reasonable attorney fees and costs incurred by Inspector (or the person performing the inspection on behalf of the Inspector) to enforce this arbitration provision. Information about the Construction Dispute Resolution Services, LLC, including costs, fees, rules and procedures are available by contacting:

Construction Dispute Resolution Services, LLC (CDRS)

PO Box 8029, Santa Fe, NM 87504

Phone: (505) 473-7733 Toll-free: (888) 930-0011 Fax: (505) 474-9061

Petergmerrill@cdrsllc.com www.constructiondisputes-cdrs.com

The fee to initiate arbitration with CDRS shall be borne solely by the party initiating the arbitration, notwithstanding anything in the CDRS rules. Client and Inspector hereby authorize CDRS to provide a copy of all written arbitration awards to the Wisconsin Association of Home Inspectors, Inc. No dispute among the parties to this agreement shall be consolidated with any other dispute involving any other party or parties without the written consent of the Inspector. If Client feels that there was some deficiency or flaw in the inspection, Client shall immediately contact the Inspector to schedule a meeting at the property before performing any repairs.. The purpose of this meeting is to discuss the problem and to allow the Inspector a chance to observe the problem firsthand, as it was discovered, without alteration or



repair. If you have a problem with the inspection, call the Inspector right away. If no arbitration proceeding is initiated by either party within one year of the date of the inspection report, the failure to initiate the mediation/arbitration process will be considered conclusive evidence that the parties are satisfied that each has properly performed their obligations under this agreement and any further action is deemed waived and forever barred.

6. **Governing Law and Severability of Provisions:** Wisconsin law shall govern this agreement. If any term or condition of this agreement is held to be invalid or unenforceable, the remainder of the terms and conditions herein shall not be affected thereby and shall remain valid and enforceable. Titles to paragraphs are for reference only.
7. **Entire Agreement:** The 6 pages of this Agreement contains the entire understanding between Ron's Home Inspections LLC and the Client. There are no other representations, warranties, or commitments, expressed or implied, except as are specifically set forth herein. This Agreement supersedes any and all representation or discussion, 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 a writing signed by the Inspector and the Client.
8. **Homebuyer/Homeowner Concerns:** Buying/owning a home has many aspects and concerns beyond the standard home inspection. Some involving the building and property, may require the services of specialists who utilize highly specialized equipment. Other aspects may require the services of an engineer, attorney, researcher or diagnostician. No list will ever be complete, but these are some of the items beyond the standard home/building.

These items are not included in this inspection:

Property:	Mechanical;	Other;
Code or zoning violations	Adequacy or efficiency of heating and cooling	Free standing appliances
Permit research	Water softeners, purifiers, or instant heating devices	Personal property
Property measurement and surveys	Solar heating systems	Conditions pertaining to animals, pests, or rodents
Boundaries, easements or right of way	Radiant heating systems	Wood destroying insects
Conditions of title	Thermostatic or time clock controls	Assessment of environmental hazards or and type
Value appraisals	Steam baths, saunas and spas	Odors and noises
Proximity to environmental hazards of any and all kinds	Gas and water shut-off valves, including exterior hose spigots	Child and/or comprehensive safety assessment
Proximity to obnoxious interference such as: airplane routes or railroads	Buried piping	Fire protection
Neighborhood or territorial flood conditions	Load of electric circuit wiring	Style, aesthetics or design flaws
Soil and geological conditions of any kind	Radio controlled devices	Life expectancy of systems or components
Well water systems including quality and quantity	Elevators, lifts and dumb waiters	Repair cost estimates
Underground storage tanks	Unique/technically complex systems	Cosmetic features-paint, wallpaper, wall coverings, floor coverings, floor paneling
Underground sewer lines and/or waste disposal systems	Swimming pools	Play yard equipment
Buried piping or electric wiring	Exercise Equipment	other items not listed on the inspection report
Cisterns	Structural;	
Fountains, fire pits, barbeques	Structural load bearing capacity	
Lawn and landscaping	Analysis or cause of structural defects	
Unattached buildings except primary garage	Probability of continue structural Stability	
	Latent or concealed defects	

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