

DISPUTE RESOLUTION - ARBITRATION CLAUSE: Furthermore, The CLIENT agrees that any dispute, controversy or claim for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising from this contract, the inspection and inspection report shall be submitted to final and binding arbitration under Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Disputes Resolution Services, Inc. (www.constructiondisputes-cdrs.com), or Resolute Systems, Inc. or a company arbitrating under the Rules and Procedures of The American Arbitration Association. Arbitration must be commenced within two years of the date of the inspection. **NOTICE: YOU AND WE WOULD HAVE THE RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION.**

SEVERABILITY: Client and inspector agree should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions remain in full force and effort.

Inclusions and Exclusions of this Home Inspection and Home Inspection Report

NON-EXHAUSTIVE LIMITATIONS: This standard home inspection looks for defects or irregularities which are “exposed to view” which require repairs in excess of \$500.00, are real and present danger to occupants, or which require further evaluation by a specialist. It is limited to the readily accessible and visible major systems, components and equipment of the primary home of the property. Certain items will be randomly sampled; however, hidden damages, conditions, public records, codes, structural stability, engineering tests and environmental checks are not included as part of the standard home inspection.

No area which poses a threat to the inspector’s safety will be inspected, including steep, slippery, or brittle roofs, attics with insulation that prevent safe footing and any electrical or mechanical equipment shutoff or disconnected or which appear potentially hazardous. Certain items are randomly sampled or checked, but not all such items will be individually inspected. These items include but are not limited to: Windows, doors, hardware and screens; electric outlets, switches, and lights; cabinet/ counter top mounts and functions; insulation type and depth; mortar, paint and caulking integrity; and roof covering materials.

The inspector will not perform destructive or disruptive testing or assessments; lift carpets, remove ceiling panels, insulation or vapor barriers; move appliances, clothing, furniture, and heavy, delicate or personal items; check mechanical equipment during inappropriate weather.

The ages of equipment are approximated based on visual appearance. Installations are not checked against manufacturers’ recommendations. Only those utilities actually listed on the inspection report are presumed to exist. The following items are not included in the home inspection: swimming pools and spas; water softening systems and their plumbing; smoke alarms without accessible test buttons; solar, security, intercoms, antennae and telephone systems and roofs not readily and safely accessible from a 13 foot ladder.

This home inspection will not reveal/report: Intermittent occurrences, the inner-workings of mechanical devices, the integrity of underground or hidden piping, the accuracy of timers or thermostats over a range, small cracks or breaks in chimney flue liners, leakage or seepage occurring intermittently or under unusual weather conditions, the integrity of wire connections in unexposed locations, the presence of pests or chemicals, adequate performance of mechanical systems.

This inspection concerns exclusively the on-site primary home. This inspection is not made with respect to public records, traffic density, noise, odors, building value appraisal, zoning ordinance conformance, or warranty or transfer disclosure. No check is made for building or housing code conformance. Additionally, no engineering, or architectural or other such licensed work will be performed, including geological or structural hazard sites or engineering analysis. Similarly, this inspection will not reveal problems with environmental hazards, water quality, air quality, or toxic or allergenic substances. Moreover this inspection will not reveal problems with pests and/or wood-destroying organisms.

There is no such thing as the “Perfect House” and there is no such thing as a “Perfect Home Inspection”. The inspection and report are not intended to compare any property to perfection. Although New Horizon Inspection Inc. Inspector’s are well trained and promise to inspect the property to the best of their ability, it is unreasonable to expect that all inspections are perfect.

CLIENT authorizes New Horizon Inspection Inc. Inspector(s) to provide a summary and/or report to the selling agent.