



6651 Cabin Creek Drive, Colorado Springs, Colorado 80923

www.spotlightinspections.com

Phone 719-510-2546

Fax 719-598-1682

Home Inspection Agreement

The Inspection

The Client has requested a **limited visual inspection** of the residential structure at 123 Any Street in Colorado Springs, CO by of Spotlight Inspections, LLC (Spotlight) to identify the condition of the general systems and components of the home that are listed in the report. The evaluation will be based on limited observations made at the time of inspection only, that are primarily visual and non-invasive. The inspection and report will conform to the **Standards of Practice of the American Society of Home Inspectors (ASHI)®**. The Client may review or obtain a copy of the ASHI Standards from Spotlight on request at any time including before signing the Inspection Agreement - the Standards are also available online at www.ashi.org. The inspection and the report are **not intended to be technically exhaustive**, but a summary of observations and unbiased opinions based on the experience of the inspector. The inspection is only to identify the condition of the property and **does not provide methods to repair or cost estimates**. The 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. Spotlight is also not required or expected to scrape paint or other wall coverings.

Your Participation

The Client is **urged to attend the inspection**, and by failing to do so the client loses the opportunity to learn important information about the condition of the property. A written report cannot fully describe every detail of any building and will not substitute for the Client's presence during the inspection. **THE CLIENT UNDERSTANDS THAT THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT WHICH LIMITS OUR LIABILITY AND WARRANTS: (a) THEY HAVE READ THIS AGREEMENT CAREFULLY, (b) THEY UNDERSTAND THEY ARE BOUND BY ALL THE TERMS OF THIS AGREEMENT, AND (c) THEY WILL READ THE ENTIRE INSPECTION REPORT WHEN RECEIVED AND PROMPTLY CALL SPOTLIGHT WITH ANY QUESTIONS THEY MAY HAVE.**

What We Don't Inspect

Many items are not included in the inspection, and the Client assumes all responsibility and risk for those items. Any comments (either oral or in writing) provided as courtesies by the inspector relating to items not included in the inspection, are to be considered partial and incomplete and are not part of the inspection or report. The Client agrees to consult with independent experts for more detailed information where needed. In addition to items that may be specifically noted in the report, the following items are not included in the inspection:

- Components or defects **obstructed from view, not readily accessible or not normally visible** at the time of the inspection. Systems and components will not be disassembled and will only be operated with normal user controls.
- Systems that are **shut off, shut down, deactivated or de-energized**.
- The **adequacy, efficiency, recall or life expectancy** of any system or component. We inspect for functional operation only.
- **Environmental/health hazards or toxins** such as, but not limited to, electromagnetic fields, underground storage tanks, radon gas, urea, formaldehyde, asbestos, lead based paint, or contaminants in the structure, soil, water or air.
- **Biological hazards**: Such as pests, wood destroying organisms, molds or the damage caused by them.
- **Compliance or non-compliance** with any governing codes, laws or restrictive covenants past or present. No permit research.
- **Cosmetic items** such as finish treatments, floor coverings, minor cracks, or window treatments.
- **The inspection does not cover**: sprinkler systems; humidifiers; electronic air filters; detached buildings (other than garages); recreational equipment or facilities (including barbecues, spas, pools, fountains or play equipment); private water supply or treatment systems; private sewage systems; fences; central vacuum systems; trees or landscaping; low voltage and communication systems; security and fire protection systems; solar heating systems; timers and controls;



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automatic gates; personal property; elevators, lifts or dumbwaiters; odors or noise issues; underground piping and freestanding appliances. No report will be made on HOA maintained systems such as grounds, landscaping, driveway, parking areas, sidewalks, roof, grading, fences, exterior walls, or the building foundation.

- Although a reasonable effort will be made to examine the inside of the furnace, most of the heat exchanger is not accessible without disassembly. This is not a complete evaluation of the heat exchanger.
• No report is made on property value; insurability; survey (boundaries, easements or rights of way); geological or structural engineering analysis; suitability for any use, or the advisability or inadvisability of purchase of the property.
• Moisture staining and structural cracks or other indications of prior conditions. We will report these when observed, but cannot always determine whether the conditions causing them have been corrected or are still present.
• Neither the inspection nor the report are substitutes for any real estate transfer disclosures by the seller that may be required by law.

All homes in the Pikes Peak Region should be tested for Radon per EPA guidelines for at risk areas.

(initials) YES, I want a Radon test

(initials) NO, I do not want a radon test

The Fee

A fee of \$ includes the report. Extended inspection time caused by delays beyond Spotlight's control will be billed at \$80 per hour. The inspection fee is due at the time of the inspection. A \$30 fee will be charged for returned checks. Payments not made within 30 days of completion of the report are subject to a late charge of \$50 and a monthly interest rate of 1.5% simple interest on the unpaid balance along with all reasonable collection costs, including attorney's fees.

No Warranty & Limitation of Liability

The inspection is intended to reduce risk, but cannot eliminate risk. The Client acknowledges that Spotlight cannot observe every square inch of the structure, that Spotlight could fail to see or note a defect, and that defects may exist that cannot be detected by visual inspection alone. The Client agrees that the inspection and report in no way lessen the risk or likelihood of repairs or replacements being needed at any time in the future, including the day after the inspection.

The inspection and report DO NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED. Spotlight and its employees or agents shall not be held liable for the cost of repairing any defects or deficiencies, whether present at the time of the inspection or arising in the future, or for any consequential property damage or bodily injury of any nature.

The Client agrees that the liability of Spotlight and of its inspectors, employees or agents for claims or damages arising out of errors or omissions in the inspection or report SHALL BE LIMITED TO THE AMOUNT OF THE FEE FOR THE INSPECTION - \$ / (client's initials). This amount shall be deemed liquidated damages, and the Client agrees to immediately accept a refund of the Fee as a full settlement of any and all claims that may ever arise from the inspection. This liability limitation is binding on the Client and anyone else who may otherwise claim through the Client.

The Client understands that if they want an inspection with the limit of liability removed, the Client may enter into a separate agreement providing a more exhaustive inspection by a team of experts contracted by Spotlight. The date and cost for said inspection shall be determined by Spotlight in the separate agreement, based on factors such as the age and size of the home, and the risks and costs associated with such inspection.



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Third Parties

The inspection and report are confidential and are made for the sole use and benefit of the Client. No other party including, but not limited to, any seller or real estate agent has the right to rely on the inspection or report for any reason. The Client will not disclose any part of the inspection or report to any other party including insurance company, home warranty company or title company. In the event the Client does distribute the report to third parties, the Client accepts full and complete responsibility for the consequences of this action. The Client agrees to indemnify, defend and hold harmless Spotlight and its inspectors, employees and agents for all costs, expenses and legal fees incurred from any claims by other parties in connection with this inspection.

By initialing here _____ I give my permission for this inspection report to be given to my realtor / agent. _

Arbitration

Except for the matter of the payment of the inspection fee to Spotlight as provided for herein, any matter concerning the interpretation of this agreement, the inspection or written report will be resolved informally between the parties by binding arbitration under the Construction Industry Arbitration Rules Of The American Arbitration Association. The arbitrator will be a member in good standing of the American Society of Home Inspectors. The decision of the Arbitrator will be final and judgment on the Award may be entered in any Court of competent jurisdiction. The prevailing party will be awarded all costs of defense, including arbitrator and attorney fees.

In any event any discrepancy, dispute or claim arising from the performance of an inspection by Spotlight Inspections, L.L.C. 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.

This agreement represents the entire understanding between the parties and no prior or subsequent agreements, oral or otherwise, shall be of any force and effect. Headings and bold-faced text are intended only for convenience and are not to be considered in construing this agreement. Colorado law will govern this agreement. If any portion of this agreement is found to be void or unenforceable by any court or arbitrator, the remaining terms will remain in full force and effect.

By signing below you acknowledge that you have read, understand and agree to the scope of the inspection and agree to all of the terms and conditions of this contract. You also agree to pay the fee listed.

Client: _____ Date: _____
Satisfied Customer

Spotlight Inspections, LLC: _____ Date: _____