

Property inspection agreement

Independent Property Inspectors – IPI Central West

THIS INSPECTION AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT BETWEEN THE CLIENT AND THE INSPECTOR. PLEASE READ IT CAREFULLY.

1. Client requests a limited visual inspection of the property the address by the Company/Inspector, herein after collectively referred as the “Inspector” and Client hereby represents and warrants that all approvals necessary have been secured for the Inspector’s entrance on to the property.

2. Client warrants: (a) they have read the following Agreement carefully, (b) they understand they are bound by all the terms of this contract, and (c) they will read the entire inspection report when received and promptly call the Inspector with any questions they may have.

3. Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. Client agrees that they will not transfer or disclose any part of the inspection report to any other person with these exceptions ONLY. (a) one copy may be provided to the current seller(s) of the property but only upon the express condition that the seller(s) covenant to use the inspection report only in connection with Client’s transaction, and agree not to transfer or disclose the report to any persons other than their real estate agent, and (b) one copy may be provided to the real estate agent representing Client and/or a bank or other lender for use in Client’s transaction only. Client agrees to indemnify, defend and hold harmless the Inspector from any third party claims relating to this inspection or inspection report.

4. The Inspector agrees to perform a limited visual inspection of the residential structure at the address and to provide the Client with a written opinion as to the apparent general condition of the structure’s components, including identification of significant observable deficiencies as they exist at the time of inspection. The inspection will be performed in a manner consistent with the Australian Standards AS 4349.1 – 2007.

5. The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any areas which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or any other thing, or those areas/items which have been excluded by the Australian Standard AS 4349.1-2007 and/or by agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exists in any area excluded from inspection by the terms of this agreement. Maintenance and other items may be discussed but will NOT form a part of the inspection report. The following areas/items, systems and components are among those NOT included in the inspection:

- Code or zoning violations
- System or component installation
- Permit research

- Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing
- Termites or other wood destroying insects, rodents or other pests, dry-rot or fungus
- Latent or concealed defects. The detection or identification of illegal building, electrical or plumbing work.
- Asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, mould, water or air quality, PCB's or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites or other environmental or health hazards
- Private water or sewage systems
- Pools, spas, hot tubs, saunas, steam baths, fountains or other types of or related systems and components
- Repair cost estimates, Building value appraisal
- Radio controlled devices, Automatic gates
- Elevators, lifts, dumbwaiters
- Thermostatic or time clock controls
- Water softeners or purifiers, Radiant heat systems
- Furnace heat exchanger, Solar heating systems
- Gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks
- Odors or noise, Seismic safety, Freestanding appliances
- Security or fire safety systems, Personal property
- Any adverse condition that may affect the desirability of the property
- Proximity to railroad tracks or airplane routes
- Boundaries, easements or rights of way
- Unique/technically complex systems or components
- System or component life expectancy
- Adequacy or efficiency of any system or component
- Items specifically noted as excluded in the inspection report

If inspection is desired of any of the areas/items, systems or components listed above, then this may be covered under the terms of a Special Purpose Report and Client shall contract the appropriate professionals if the Inspector is not appropriately qualified to carry out that inspection and deliver a separate report

6. Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law.

6a. Report Ownership: The inspector named on the report will remain the owner of the report at all times. The fee paid by Client is for the physical inspection only and the inspector named on the report remains all rights and copyrights of the written report of which the inspector has granted the Client only, named on the report a copy for his or her information only. All rights reserved. No part of the report may be reproduced in any manner or passed on to any third party without the express written consent of the inspector named on the report.

7. The written report to be prepared by the Inspector shall be considered the final exclusive findings of the Inspector of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the issuance of the written report. Client further understands and agrees the Inspector reserves the right to modify the inspection report for a period of time that shall not exceed five business days after the inspection report has first been delivered to Client.

8. Client understands and agrees that any claim arising out of or related to any act or omission of the Inspector in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to the Inspector within ten (10) business days of discovery. Client further agrees to allow the Inspector to reinspect the claimed discrepancy, with exception of emergency conditions, before Client or Client's agent's employees or independent contractor's repairs, replaces, alters or modifies the claimed discrepancy. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims Client may have against the Inspector

9. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the Rules and procedures of the Arbitration Australia. The decision of the Arbitrator appointed there under shall be final and binding and judgement on the Award may be entered in any court of competent jurisdiction.

10. It is understood and agreed by and between the parties hereto that the Inspector is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by the Inspector in the performance of a limited visual inspection of the general condition of the structure's systems and components as described in Paragraph 4 and production of a written inspection report, that because of the limited nature of this inspection the inspection cannot be expected to uncover all defects or deficiencies within the structure and that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services. Thus, Client and Inspector agree that in the event that the Inspector breaches its obligation or duty to perform such service and Client is thereby damaged, then the liability of the Inspector (including its officers, agents and employees) shall be limited to a sum equal to the amount of the fee paid by the customer for inspection and report and this liability shall be exclusive.

11. Client understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by Client shall and payment therefore will constitute acceptance of the terms and conditions of this Agreement.

12. The Use of Photo's: The report may include photographs. Some pictures are intended as a courtesy and are added for information. Some are to help clarify where the inspector has been, what was looked at and the condition of the component at the time of the inspection. Some pictures may be of deficiencies or problem areas, these are to help you better understand what is documented in

the report and may allow you to see areas or items you normally would not see. Not all problem areas, defects or conditions will be supported with photos.

13. We Do Not check or test the operation or condition of appliances and fixtures including stoves, ovens, dishwashers, heaters, air conditioners, hot water systems, solar systems, fire places, chimneys or any other electrical, mechanical or plumbing appliances or fixtures that may be present. We recommend you arrange for the owners or the selling agent to demonstrate these to you during your inspections.

14. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

15. This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever. I have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed above.

Dated _____

Signature of Client _____