



## STANDARD INSPECTION AGREEMENT

The Client Agree(s) to employ **Latosky Inspection & Environmental Services, LLC** (The Company) to provide real estate inspection services as set forth below.

Note: Structures detached from the house are not inspected, unless noted otherwise in the inspection report.

**Fees:** The Client agrees to pay The Company, at or before the time of the inspection, the total fees, as discussed when the inspection appointment was scheduled.

### **Inspection :**

The Company agrees to conduct an inspection for the purpose of informing the customer of **major deficiencies** in the condition of the property. The inspection and report are performed for the sole, confidential and exclusive use and possession of the Client. The written report will describe the condition of the following items, using a sampling method where applicable:

1. Structural System
2. Exterior
3. Roof System
4. Plumbing System
5. Electrical System
6. Heating System
7. Air Conditioning Systems
8. Interior
9. Insulation and Ventilation
10. Fireplaces and Solid Fuel Burning Appliances

It is understood and agreed that this inspection will be of readily accessible areas of the house or building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent, concealed, future and hidden defects and deficiencies are excluded from the inspection. Equipment and systems will not be dismantled.

Phone: 1-877-301-3552

Fax: 1-877-821-5463

[latoskyinspection@gmail.com](mailto:latoskyinspection@gmail.com)

[www.latoskyinspection.com](http://www.latoskyinspection.com)

PO Box 99654, Pittsburgh, PA 15233

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**Exclusions from the Inspection:**

The inspection and report do not address, and are not intended to address, the possible presence of or danger from any potentially harmful substances and environmental hazards including, but not limited to:

- Radon gas\*
- Air and Water Quality
- Pollutants
- Lead paint
- Asbestos
- Mold
- Urea formaldehyde
- Toxic or flammable chemicals
- Water and airborne hazards
- Soil contamination or geological stability

Also excluded are inspections of and reporting on:

- Detached buildings
- Elevators
- Swimming pools
- Spas, hot tubs or saunas
- Playground equipment or any recreational or fitness equipment or facilities
- Irrigation systems
- Underground tanks, wells and springs
- Septic systems
- Underground piping (sewer, water, drain, gas, etc.)
- Radio controlled devices
- Burglar, fire or other alarm or security systems
- Fire and safety equipment or fire suppression systems
- Sprinkler systems
- Solar heating systems
- Central vacuum systems
- Water softeners or water treatment systems
- Freestanding appliances, including refrigerators
- Pest infestation\*

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\*This Agreement pertains to the Home Inspection Only. These auxiliary services are provided separately from the Home Inspection.

Maintenance and other items or issues may be discussed during the inspection and in the written report, but they are not part of the inspection. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

### **Home Inspection Law**

The Home Inspection and this Agreement comply with and reflect the provisions of Act 114, Section 75, known as the Pennsylvania Home Inspection Law. The Client acknowledges and agrees that the purpose and scope of the Home Inspection of the Property by the Inspection Company is to discover readily visible, apparent or obvious Material Defects at the time of the inspection and assist the Client in evaluating the overall condition of the Property and provide an inspection report describing the Material Defects according to the Standards of Practice and Code of Ethics of a Pennsylvania State compliant National Home Inspection Association\*. A Material Defect is defined as follows: "A problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to the people on the property. The fact that a structural element, system or subsystem is near, at or beyond the end of its normal, useful life is not, by itself, a Material Defect."

\*Scott Latosky of Latosky Inspection & Environmental Services is a member of the American Society of Home Inspectors (ASHI). For more information about ASHI, or to view ASHI's Standards of Practice, please visit ASHI on the web at [www.ashi.org](http://www.ashi.org).

### **Not a Warranty**

The Home Inspection and/or the Inspection Report do not constitute and shall not be considered to be a warranty, either expressed or implied, concerning the present or future condition of the Property, the presence or absence of latent, future or hidden defects that are not reasonably ascertainable in a competently performed home inspection, or the remaining useful life of any system or component of the property.

The Home Inspection and/or the Inspection Report cannot and will not be used as a guarantee regarding the adequacy, performance or condition of any inspected structure, item or system. The Company is not an insurer of any inspected conditions.

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### **Not an Appraisal**

This Home Inspection is not to be construed as an appraisal and may not be used for any such purpose.

### **Independent Contractors:**

The Company may, as is deemed necessary in its sole discretion and as a convenience to the customer, contract the services of independent parties in order to conduct a radon gas test, a wood destroying insect inspection, a septic inspection, or any other service provided that such test and/or inspection was elected by The Client. It is understood that the relationship between The Company and any such third party is that of an independent contractor only. Said third party shall not be considered an agent or employee of The Company and the manner and means of performing the respective test and inspection are subject to the sole control of the contracted party.

### **Non-Transferability:**

The inspection and report are performed and prepared by The Company for the sole, confidential and exclusive use and possession of The Client only. Neither the report, the contents of the report, nor any representation made herein are assignable or transferable without the expressed written permission of The Company. The Client agrees to indemnify and hold harmless The Company for all costs, expenses and legal fees incurred and arising out of any legal proceedings brought by any third party who claims he/she relied on representations made in the inspection report and was damaged thereby.

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### **Problems:**

The parties agree that The Company's liability for any claim which may arise out of the performance of this Agreement shall be limited to the amount of the inspection fee only, which shall be The Client's sole and exclusive remedy against The Company or its agents and employees. Any claim arising from this Agreement or the inspection report issued by The Company shall be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (the "AAA").

In the event that a problem should arise in connection with the services rendered by The Company to The Client regarding the inspection and report, The Client agrees to notify The Company of the problem by telephone, within two (2) business days of discovering such problem, and to allow The Company five (5) business days to respond. The Client agrees not to disturb or repair or have repaired any items related to the complaint, except in the event of an emergency, or to protect for personal safety, or to reduce or avoid damage to property. This is a condition precedent to any claim The Client may have against The Company. Notwithstanding the above requirements, The Client must make a formal written demand, stating the nature of the dispute and the damages sought, with any office of the AAA within one (1) year after the date the report is delivered from The Company to The Client.

### **Permission to Release Report**

The Company will issue an inspection report to the Client only. This report becomes the confidential property of Latosky Inspection & Environmental Services, LLC and the Client and may not be relied upon by any other person through unauthorized distribution of the Inspection report. The Client may give the authority to Latosky Inspection & Environmental Services, LLC to release a copy of this report for his or her named representative's sole use in this specific real estate transaction.

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**Entire Agreement:**

This Agreement constitutes the entire Agreement between The Client and The Company.

The Client agrees that any representation, promise, condition, statement or warranty, expressed or implied, not included in writing in this Agreement shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing.

I agree to the terms of limitation of liability and the provisions of the Pennsylvania Home Inspection Law.

**I have Read, Understand and Agree To this Entire Six Page Standard Inspection Agreement.**

Latosky Inspection & Environmental Services, LLC.

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The Client (Please sign.)

Date

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The Client (Please print clearly.)

Date

*Please note that the Inspection Report will not be released unless the Client completes this Agreement in its entirety.*