

A.C.T. Contracting Inc.

6470 151st Street N
Hugo MN 55038

Inspection Order

REPORT NUMBER:

CLIENT INFORMATION

Name(s):
Company:
Address:
City / State / Zip: ,
Phone Number: Fax Number:
Work Number: Cellular Number:

INSPECTION INFORMATION

INSPECTION DATE: **INSPECTION TIME:**
INSPECTION ADDRESS:
INSPECTION CITY:

Directions:
Square Footage: Approximate Age: Purchase Price:
Structure Style: Structure Type:

Referred By:

Inspection Fee: \$0.00
Seller's Name: Seller's Phone Number:

Inspection Notes:

REALTOR / REFERRAL INFORMATION

Buyer's Realtor

Name:
Company:
Address:
City / State / Zip: ,
Phone Number: Fax Number:
Work Number: Cellular Number:

Seller's Realtor

Name:
Company:
Address:
City / State / Zip: ,
Phone Number: Fax Number:
Work Number: Cellular Number:

Other Referral Source

Name:
Company:
Address:
City / State / Zip: ,
Phone Number: Fax Number:
Work Number: Cellular Number:

Inspection Agreement

(Please read carefully)

THIS AGREEMENT is made and entered into by and between A.C.T. Contracting, referred to as "Inspector", and , referred to as "Client".

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of \$350.00 for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at , , .
2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.
3. The parties agree that the "Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. A copy of the Standards is included with this report. If the state where the inspection is performed imposes more stringent standards or administrative rule, then those state standards shall define the standard of duty and the conditions, limitations and exclusions of the inspection.
4. The parties understand and agree that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement is done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The client further agrees that the Inspector is liable only up to the cost of the inspection. Not valid in State of Minnesota.
5. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
7. This Agreement, including the terms and conditions on the reverse side, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota, and if that state's laws or regulations are more stringent than the forms of the agreement, the state law or rule shall govern.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. Client acknowledges receipt of the standards of practice which applies.

Signature: _____ Date: _____ Day: _____

Signature: _____ Date: _____ Time: _____

Street Address: _____ Buyer Present: Yes No

City/State/Zip: _____

Agent present: Yes No Agent's Name: _____

Inspector's Signature _____ Date: _____ Inspection #: _____

Inspectors Address: 6470 151St Street **Hugo, MN** 55038 License #: AHIT Master Course

Client agrees to release reports to seller/buyer/Realtor[®]: Yes No

SEE NEXT PAGE FOR ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS

Inspection Agreement

(Continued from previous page)

ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS

8. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; heating systems accessories; solar heating systems; sprinkling systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae, lightning arrestors, trees or plants; governing codes, ordinances, statutes and covenants and manufacturer specifications. Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.

9. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.

10. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

11. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State law. Furthermore, any legal action must be brought within two (2) years from the date of the inspection or will be deemed waived and forever barred.

12. This inspection does not determine whether the property is insurable.

13. Exclusions of systems normally inspected _____.

DEFINITIONS

1. Apparent Condition: Systems and components are rated as follows:

SATISFACTORY - Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.

MARGINAL - Indicates the component will probably require repair or replacement anytime within five years.

POOR - Indicates the component will need repair or replacement now or in the very near future.

MAJOR CONCERNS - A system or component that is considered significantly deficient or is unsafe.

SAFETY HAZARD - Denotes a condition that is unsafe and in need of prompt attention.

2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.

3. Readily accessible systems and components: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.

Inspection Agreement (ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS)

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ADDENDUM TO INSPECTION AGREEMENT

Any dispute, controversy, interpretations 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 or inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be the final and binding judgment on the Award may be entered in any Court of competent jurisdiction.

Signature: _____ Witness: _____

Revised 3/1/03

Invoice

REPORT NO.:
INSPECTIONDATE:

SOLD TO:

,

PROPERTY INSPECTED:

,

Description	Amount
Standard Home Inspection	Error! AutoText entry not defined.

TOTAL

Thank you for your business

Payment of this invoice is due upon receipt. The late payment charge rate of interest is 1.5% monthly (18.0% per annum), after 30 days

Inspection Address: , ,
Report Number:

Dear :

At your request, an inspection of the above property was performed on . A.C.T. Contracting Inc. is pleased to submit the enclosed report. This report is a professional opinion based on a visual inspection of the accessible components of the home. This report is not an exhaustive technical evaluation. An evaluation of this nature would cost many times more.

Please understand that there are limitations to this inspection. Many components of the home are not visible during the inspection and very little historical information is provided in advance of the inspection. While we can reduce your risk of purchasing a home, we cannot eliminate it, nor can we assume it. Even the most comprehensive inspection cannot be expected to reveal every condition you may consider significant to ownership. In addition to those improvements recommended in our report, we recommend that you budget for unexpected repairs. On average, we have found that setting aside roughly one percent of the value of the home on an annual basis is sufficient to cover unexpected repairs.

Your attention is directed to your copy of the Inspection Agreement. It more specifically explains the scope of the inspection and the limit of our liability in performing this inspection. The Standards of Practice prohibits us from making any repairs or referring any contractors. We are not associated with any other party to the transaction of this property, except as may be disclosed to you.

The information provided in this report is solely for your use. A.C.T. Contracting Inc. will not release a copy of this report without your written consent.

Thank you for selecting our company. We appreciate the opportunity to be of service. Should you have any questions about the general condition of the house in the future, we would be happy to answer these. There is no fee for this telephone consulting. Our fees are based on a single visit to the property. If additional visits are required for any reason, additional fees may be assessed.

Sincerely,

, Inspector

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Dear :

Thank you for the opportunity to serve your customer, , for the inspection of the property at , , . I trust that both you and your customer were happy with our service. If you have any comments or suggestions for future inspections, we would welcome your feedback. We are always looking for ways to improve our service and the delivery of our findings on site.

Again, thank you for your business. We look forward to working with you in the future.

Sincerely,

, Inspector

Dear :

As you are aware, our company recently had the opportunity to inspect the home at , , . During our inspection, we made every effort to respect the seller's privacy and to ensure that their belongings were not damaged. Please pass along our thanks to your customer, for the opportunity to inspect their home.

We would also like to express our thanks to you for your cooperation during the inspection process. We appreciate that this component of a real estate transaction can be a little nerve racking. Your assistance in setting up the appointment is also greatly appreciated.

During our inspection, we put a great deal of emphasis on identifying the positive attributes of the home. When defects are uncovered, we strive to keep things in perspective for our clients. We know how easy it can be to unnecessarily alarm a buyer, particularly when they may be experiencing "buyer's remorse" at the time of the inspection.

We hope that everything went smoothly for you. If you have any comments or suggestions for future inspections, we would welcome your feedback. We are always looking for ways to improve our service and the delivery of our findings on site.

We are hopeful that we will have the opportunity to work with you again.

Sincerely,

, Inspector

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