

WESSLING HOME INSPECTION SERVICES, LLC

5725 Holly Hills St. Louis, MO 63109 (314) 520-1103

Authorization & Contract for Inspection Services

CLIENTS: _____

PROPERTY LOCATION: _____

INSPECTION DATE AND TIME: _____

Wessling Home Inspection Services LLC (hereinafter "Inspector") agrees to conduct an inspection of the above listed property (hereinafter "Property") and prepare an inspection report informing the Client of any major deficiencies in the condition of the Property. The inspection report is for the sole and exclusive use of the Client.

1. The purpose of the inspection is to determine functionality, safety hazards, and major defects and concerns with the Property and its systems, including grading, drainage, structural, exterior, roofing, visible framing, attic, plumbing, electrical, heating, ventilation, and air conditioning. Inspector agrees to perform a visual inspection of the readily accessible areas of the major systems of the primary building(s), garage and certain built-in equipment. Inspector will provide Client with a written report containing his professional opinion on the condition of the Property and its systems. The report will state whether those items inspected were performing their intended function at the time of the inspection or are in need of immediate repair. Certain items which appear in multiple, such as windows, doors, anchor bolts, cabinetry, electrical outlets and switches may be spot-checked rather than individually examined; the report will summarize the findings from a random sampling of the aforementioned items. As this is a general building inspection and not a technically exhaustive inspection, no guarantee is made that every conceivable deficiency or issue will be addressed. Minor deficiencies and maintenance items are reported as a courtesy only. The American Society of Home Inspectors (ASHI) Standards of Practice shall define the standard of duty and the conditions, limitations, and exclusions of the Inspection. Copies of the Standards are available on request and may be obtained at www.ashi.org/documents/pdf/standards.pdf.
2. Client will inform Inspector prior to inspection of any areas or conditions of particular concern about the property of which the Client is aware. It is recommended that Client attend the inspection in order to learn about the property and ask questions of the Inspector.
3. This report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.
4. Client acknowledges that visual inspections are based on readily accessible and visible symptoms and clues, and as such Inspector cannot completely assess risk, detect all flaws, or make assurances. Inspector shall not be required to move furniture, appliances, and stored items, operate shutoff valves, and lift carpeting, remove panels, or dismantle any items to perform inspection. Latent and concealed defects and deficiencies are excluded from the inspection. Roofs requiring a ladder taller than sixteen feet, crawl and attic spaces under three feet in height, and areas presenting a dangerous or adverse condition may not be inspected. Inspector will not walk on steep or damp roofs if it is unsafe to do so. Client understands that the purpose of this inspection is to reduce risk in purchasing the inspected property, and not to eliminate risk or transfer it to the Inspector.
5. The following are outside the scope of this inspection:
 - a. Conditions related to occupancy, boundaries, zoning, rights of way, easements, or previous use;
 - b. Determination of adequacy or efficiency of any component or system;
 - c. Prediction of remaining life for any component or cost estimates for corrective work;
 - d. Conditions that are located in concealed or inaccessible portions of the premises, including concealed portions of footings and foundations, fireplace flues and liners, and items that are underground or contained within fixtures, walls, or within other closed portions of the building or concealed by furnishings, flooring, drop ceiling panels, personal property, or vegetation;
 - e. Geological and soils stability conditions & hydrological analysis;
 - f. Technically complex systems or devices such as heat exchangers, air quality control systems, radio or computer-controlled devices, self-cleaning ovens, solar systems, automatic timer controls, & satellite dishes;
 - g. Determination of items recalled by or with warnings by the manufacturer or Consumer Product Safety Commission;
 - h. Water softeners, swimming pools, hot tubs, spas, saunas, waterfalls, ponds, fountains, or similar fixtures & related equipment;
 - i. Lighting gas pilots, gas shut-off valves, gas leaks, and gas appliances such as barbecues, lights, fire pits, and heaters;
 - j. Humidifiers, electronic air cleaners, central vacuum systems, remote control devices, portable equipment, & electric load calculations;
 - k. Window or wall-mounted air conditioning units;
 - l. Low voltage electrical systems, including landscape lighting, television antenna and cable systems, telephone and intercom systems, security and alarm systems, computer wiring, & speaker systems;
 - m. Tool sheds, tennis or basketball courts, playground and patio equipment, patio covers, landscaping and foliage;
 - n. Determination of odors;

- o. Detection of rodents, termites or other insects;
 - p. Detection or identification of asbestos;
 - q. Detection of carbon monoxide or inspection of carbon monoxide detectors;
 - r. Detection of lead in paint, water, tile, varnish, soil or any other location or medium;
 - s. Detection of chemicals used in the production of methamphetamine;
 - t. Detection of mold;
 - u. Detection of Urea Formaldehyde Foam Insulation;
 - v. Detection of radon.
6. Client acknowledges and agrees that the liability of Inspector for claims for personal injuries or property damage arising out of or related to Inspector's negligence in performing the inspection or preparing the inspection report, Inspector's breach of any obligations under this Agreement or Inspector's negligent misrepresentation, shall be limited to the lesser of the Client's actual damages or the amount paid to Inspector for the inspection services and report. In the event Client brings a claim against Inspector that is unsuccessful, Client agrees to pay Inspector's actual attorney fees and costs associated with defending said claim.

_____ By initialing here, Client hereby acknowledges reading, understanding and agreeing to the foregoing limit of liability.

7. Upon the Client's request, Inspector may provide the following additional services:
- a. Inspection of and report on wells, septic systems, sprinkler systems, and fire and safety equipment.
 - b. Scheduling a third party termite inspection; sewer lateral inspection, or chimney inspection
 - c. Setting equipment that measures the quantity of airborne radon;
 - d. Collecting samples for analysis by accredited laboratories, concurrently with this inspection or another convenient time.

Client agrees to hold harmless the Inspector for acts, errors or omissions of any third party company so scheduled or involved in the laboratory analysis. Client agrees to hold harmless the Inspector for extended turnaround times beyond his control.

8. Client and Inspector hereby agree to submit any unresolved dispute, controversy, or claim which may arise out of the performance of this contract, except a claim for non-payment of fees, to binding arbitration under the construction industry rules and procedures of the American Arbitration Association, and that the parties shall select an arbitrator who is familiar with the real estate inspection profession. Arbitration shall occur in the City or County of St. Louis, Missouri. Judgment on any arbitrator's award may be entered in any court having jurisdiction. Client agrees to pay Examiner's actual attorney fees and costs associated with enforcing any arbitration award.
9. Inspector will provide a copy of his report to Client's real estate agent, unless Client requests otherwise in writing.
10. Client agrees to pay Net Balance Due indicated below at the time of the Inspection. Should Client fail to make the payment due, Client shall be responsible for all reasonable collection costs, including but not limited to court costs and attorney fees. Interest on unpaid balances shall date back to the date of Inspection at the rate of 1.5% per month. Balances paid on time are not charged interest.
11. The parties agree that the law of the State of Missouri govern this Agreement.
12. This document represents the entire Agreement between the parties. This Agreement shall be amended only by written agreement signed by both parties. If any court determines that any provision of this agreement is not enforceable, that provision will be stricken from the agreement and the remaining provisions will be enforced as written.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Client

This inspection performed by: **John T. Wessling**, ACI #249060

Property location and inspection date: _____, _____