

# The House Mouse

## Home Inspection Services

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

## CONTRACT AGREEMENT

At your request, The House Mouse Inspection Services LLC is completing a property inspection conducted in accordance with the standards of practice of the National Association of Certified Home Inspectors, which are available on request or can be viewed on the web at [www.nachi.org](http://www.nachi.org). The inspection has clearly defined limitations and is not a substitute for the Transfer Disclosure Statement, which the seller may be required to provide by civil code. The inspection is performed by a generalist in a matter of hours and does not include any warranties, as opposed to that by a specialist, which could take several days to complete and could include warranties. Therefore, please be aware of the following limitations of this service: It is not a code-compliance inspection and does not include any research, such as that necessary to establish boundaries, easements, and the issuance of permits, recalls or certificates of occupancy. It is not a specialized inspection, such as that conducted by geologists, engineers, environmental specialists, and termite inspectors, who evaluate soil conditions, determine differential settling or structural movement, test the quality of air and water, or detect the presence of pests or rodents, and harmful contaminants, such as radon, methane, asbestos, lead, formaldehyde, electro-magnetic radiation, molds and fungi, termites, and other wood-destroying organisms.

Similarly, in accordance with the National Association of Certified Home Inspectors standards, The House Mouse Inspection Services LLC does not evaluate or endorse any concealed areas or components, such as subterranean ducts, pipes, or conduits within walls, floors, or ceilings, obstructed switches and outlets, the slab beneath carpets, the interior of heat exchangers, air-conditioning coils and supply ducts, significant portions of chimney flues, and the waterproof membrane beneath roofs, balconies or shower pans. Also, we do not evaluate or endorse the following specific components: computerized systems, radio or remotely controlled components, central vacuum systems, alarm, telephone, cable, or intercom systems, private sewage systems, private water supply systems, water softeners, water circulating devices, water filtration or purification devices, automatic sprinklers, the hermetic seal of dual-glazed windows or skylights, solar systems, fire-sprinkler systems, shut-off valves, elevators, saunas, steam showers, humidifiers, electronic air cleaners, in-line duct motors or dampers, washers, dryers, and their valves or drain pipes, condensate pumps, thermostats, timers, clocks, rotisseries, refrigerators, portable or free-standing appliances, retaining walls, landscaping or landscape items, including decorative and low-voltage lighting, portable spas, fountains and ponds, barbecues, fire-pits, pool sweep assemblies, in-line chlorinators, or similar devices dispensing bromine or ozone, and the coatings on pools, spas, countertops, fixtures, appliances, decks and walkways.

In addition, The House Mouse Inspection Services LLC does not tacitly endorse or guarantee the integrity of any structure or component that was built or installed without permit, and which could include latent defects, or any item that may have been subject to a manufacturer's recall. What The House Mouse Inspection Services LLC provides is a conscientious but essentially visual inspection, recommendations for appropriate specialist service, and any consultation that may be necessary. In return, and in consideration of the fee, you are agreeing with your signature to abide by the terms and conditions of the contract and to the following specific stipulations as follows: You agree that any recommendations that The House Mouse Inspection Services LLC may make for service, a second opinion, or permit research involving any component or condition should be completed and documented before the close of escrow, or that The House Mouse Inspection Services LLC will be held harmless for any subsequently alleged deficiencies.

You agree that this inspection and the inspection report are performed and prepared for your sole and exclusive use and possession. No other person or entity may rely on the report pursuant to this agreement. In the event that any person, not a party to this agreement, make any claim against the House Mouse Inspection Services LLC, its employees or agents, arising out of the services performed by our company under this agreement, You agree to indemnify, defend and hold harmless The House Mouse Inspection Services LLC from any damages, expenses, costs and attorney fees arising from such claim.

You agree and understand the The House Mouse Inspection Services LLC is not an insurer or guarantor against defects in the structure, items, components or systems inspected. The House Mouse Inspection Services LLC MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.

You agree to hold The House Mouse Inspection Services LLC harmless for any defects that are alleged or which should have been discovered beyond a period of one (1) full year from the close of escrow. However, should a dispute arise during this period related to the inspection and report, or the interpretation thereof, that you will only undertake emergency measures and will not alter, repair, replace, correct, or modify any disputed component or condition without first giving the representatives of The House Mouse Inspection Services LLC the right to re-inspect. Furthermore, you agree that you will first attempt to resolve any dispute informally. Should such an attempt fail, you agree to submit the dispute to binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Incorporated, and that the decision of the appointed arbitrator shall be honored and binding on the parties and entered in any Court of competent jurisdiction.

You agree that should you initiate either arbitration or a court action without first attempting mediation that you shall not be entitled to recover attorney's fees and costs that might otherwise be awarded to you through arbitration or a court action.

You agree that if any portion of this contract is judged to be invalid or unenforceable by any court or arbitrator that the remaining terms and conditions shall remain in effect and binding between the parties.

#### AUTHORIZATION

I have read and understood this contract and agree to all of the terms and conditions therein, and in consideration of a fee of \$\_\_\_\_\_, I authorize The House Mouse Inspection Services LLC to complete an inspection of the property in accordance with the Standards of Practice of The National Association of Certified Home Inspectors.

CLIENT NAME \_\_\_\_\_

CURRENT ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ Zip \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ E-MAIL \_\_\_\_\_

CLIENT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

INSPECTOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_