

1. THIS AGREEMENT made and entered into on this (DATE) \_\_\_\_\_, by (CLIENT) \_\_\_\_\_ and the undersigned, HomeRun Homes Inspection, LLC, here after referred to as "The Inspector". The Inspector will conduct a visual inspection of the Property only. **The inspection is performed in accordance with the Standards of Practice of The American Society of Home Inspectors (ASHI) and in accordance with the Standards of Practice issued by the State of Connecticut (Department of Consumer Protection). This is not a Building Code inspection, title examination, nor a Bylaw compliance inspection. The inspector does not offer an opinion as to the advisability or inadvisability of the purchase of the property, its value or its potential use.** The inspection fee is based on a single visit to the property; additional fees may be charged for any subsequent visits required by the Client. If the inspector is called upon to prepare for litigation or give testimony as a result of the inspection, additional fees shall be charged at the inspectors then current hourly rate for any time spent, including, but not limited to, research, consultation, additional inspection time, preparation of reports, travel, time waiting to testify, and court appearances.

2. **The Client will receive a written report of the inspector's observations of the accessible features of the property.** Subject to the terms and conditions stated herein, the inspection includes the visual examination of the home's exterior including roof and chimney, structure, electrical, heating and cooling systems, insulation, plumbing, and interior including floors, walls, ceiling and windows; with a reasonable effort to disclose the condition of the house based on a visual inspection. Additionally, the inspector will functionally operate all major built-in appliances that will remain in the home at the time of the sale. Services and any associated fees beyond the scope of the inspection must be agreed upon in writing between the Client and HomeRun Homes Inspection, LLC prior to commencement of the inspection. The inspector does not assume expert professional knowledge in structural engineering nor are these services provided within the basic home inspection.

3. This inspection report is solely based upon the condition of the Property existing and apparent at the time and date of the inspection. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility of areas of the Property, etc. A defect that was apparent on any date prior to the inspection date may not be apparent on the inspection date. Without dismantling the house or its systems, there are limitations to the inspection. Throughout any inspection, inferences are drawn which cannot be confirmed by direct observation. Clues and symptoms often do not reveal the extent or severity of problems. Therefore, the inspection and subsequent inspection report may help reduce the risk of purchasing the property; however, an inspection does not eliminate such risk nor does the inspector assume such risk. While some of the less important deficiencies are addressed, an all-inclusive list of minor building flaws is not provided. **The Inspector is neither responsible nor liable for the non-discovery of any patent or latent defects in materials, workmanship, or other conditions of the Property, or any other problems which may occur or may become evident after the inspection time and date. The Inspector is neither an insurer nor guarantor against existing defects in the building and improvements, systems or components inspected. The Inspector makes no warranty, express or implied, as to the fit for use or condition of the systems or components inspected. The Inspector assumes no responsibility for the cost of repairing or replacing any unreported defects or conditions, nor is the inspector responsible or liable for any future failures or repairs.**

4. **Unless prohibited by applicable law, the inspector is limited in liability to the fee paid for the inspection services and report in the event that Client or any third party claims that the inspector is in any way liable for negligently performing the inspection or in preparing the Inspection Report, for any breach or claim for breach of this Visual Inspection Agreement or for any other reason or claim.** The inspection report is provided solely for benefit of the Client and may not be relied upon by any other person. The inspector will not review any other inspection report prior to preparing the inspection report under this agreement unless a copy of the prior report is provided to the inspector prior to the beginning of the inspection. The Client shall not rely on any other inspection report prepared at any time by the inspector that is not prepared for or addressed to the Client.

5. **Inspections are done in accordance with ASHI Standards and in accordance with the Standards of Practice issued by the State of Connecticut (Department of Consumer Protection); are visual, and are not technically exhaustive.**

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**THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THIS INSPECTION UNLESS THE CLIENT REQUESTS SO IN WRITING. ANY and ALL CONSIDERATIONS MUST BE MADE SO IN WRITING AND AGREED UPON BY BOTH PARTIES PRIOR TO THE START OF THE INSPECTION. IN ANY CASE THE INSPECTOR RESERVES THE RIGHT TO CHARGE ADDITIONAL INSPECTION FEES.**

**STRUCTURAL COMPONENTS:**

- A. Provides engineering or architectural services or analysis.
- B. Offers an opinion about the adequacy of structural systems and components.
- C. Enter under-floor crawlspace areas that have less than 24 inches of vertical clearance between components and the ground or that have an access opening smaller than 16 inches by 24 inches.
- D. Traverse attic load-bearing components that are concealed by insulation or by other materials.



**EXTERIOR:**

- A. Screening, shutters, awnings, and similar seasonal accessories.
- B. Fences, boundary walls, and similar structures.
- C. Geological and soil conditions.
- D. Recreational facilities.
- E. Outbuildings other than garages and carports.
- F. Seawalls, break-walls, and docks.
- G. Erosion control and earth stabilization measures.

**ROOFING:**

- A. Antennae.
- B. Interiors of vent systems, flues, and chimneys that are not readily accessible.
- C. Other installed accessories.

**PLUMBING:**

- A. Inspects:
  - 1. Clothes washing machine connections.
  - 2. Interiors of vent systems, flues, and chimneys that are not readily accessible.
  - 3. Wells, well pumps, and water storage related equipment.
  - 4. Water conditioning systems.
  - 5. Solar, geothermal, and other renewable energy water heating systems.
  - 6. Manual and automatic fire extinguishing and sprinkler systems and landscape irrigation systems.
  - 7. Septic and other sewage disposal systems.
- B. Determines:
  - 1. Whether water supply and sewage disposal are public or private.
  - 2. Water quality.
  - 3. The adequacy of combustion air components.
- C. Measure water supply flow and pressure, and well water quantity.
- D. Fills shower pans and fixtures to test for leaks.

**ELECTRICAL:**

- A. Inspect:
  - 1. Remote control devices unless the device is the only control device.
  - 2. Or test smoke and carbon monoxide alarms, security systems, and other signaling and warning devices.
  - 3. Low voltage wiring systems and components.
  - 4. Ancillary wiring systems and components not a part of the primary electrical power distribution system.
  - 5. Solar, geothermal, wind, and other renewable energy systems.
- B. Measure amperage, voltage, and impedance.
- C. Determine the age and type of smoke alarms and carbon monoxide alarms.

**HEATING:**

- A. Inspect:
  - 1. Interiors of vent systems, flues, and chimneys that are not readily accessible.
  - 2. Heat exchangers.
  - 3. Humidifiers and dehumidifiers.
  - 4. Electric air cleaning and sanitizing devices.
  - 5. Solar, geothermal, and other renewable energy heating systems.
  - 6. Heat-recovery and similar whole-house mechanical ventilation systems.
- B. Determine:
  - 1. Heat supply adequacy and distribution balance.
  - 2. The adequacy of combustion air components.

**AIR CONDITIONING:**

- A. Operate Central air conditioning when outside temperature is below 65 degrees F or 18 degrees C (for greater than 24 hours)
- B. Inspect electric air cleaning and sanitizing devices.
- C. Determine cooling supply adequacy and distribution balance.
- D. Inspect cooling units that are not permanently installed or that are installed in windows.

**INTERIORS:**

- A. Paint, wallpaper, and other finish treatments.
- B. Floor coverings.
- C. Window treatments.
- D. Coatings on and the hermetic seals between panes of window glass.
- E. Central vacuum systems.
- F. Recreational facilities.
- G. Installed and free-standing kitchen and laundry appliances not listed in Section 10.1.F.
- H. Appliance thermostats including their calibration, adequacy of heating elements, self-cleaning oven cycles, indicator lights, door seals, timers, clocks, timed features, and other specialized features of the appliance.
- I. Operate, or confirm the operation of every control and feature of an inspected appliance.



## **FIREPLACES AND FUEL-BURNING APPLIANCES:**

- A. Inspect:
1. Interiors of vent systems, flues, and chimneys that are not readily accessible.
  2. Fire screens and doors.
  3. Seals and gaskets.
  4. Automatic fuel feed devices.
  5. Mantles and fireplace surrounds.
  6. Combustion air components and to determine their adequacy.
  7. Heat distribution assists (gravity fed and fan assisted).
  8. Fuel-burning fireplaces and appliances located outside the inspected structures.
- B. Determine draft characteristics.
- C. Move fireplace inserts and stoves or firebox contents.

***Any other condition, item, system or component which by the nature of their location are concealed or otherwise difficult to inspect or which the inspector cannot visually examine will also be excluded. Excluded is the assurance of a dry basement or crawl space; also excluded is the assurance that double and triple pane glazing seals in windows are intact. The inspector will not dismantle any component or system; full evaluation of any component or system that requires dismantling is beyond the scope of this visual inspection. Recommendations may be given to the Client for inquiries of further invasive inspection by a professionally licensed specialist/tradesperson.***

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6. The Inspector will not inspect inaccessible or concealed areas of the property; will not enter or climb any dangerous areas of the property that could jeopardize the safety of the Inspector and/or the Client; will not inspect for the presence of environmental concerns such as hazardous substances or gases, including but not limited to, Radon gas\*, Asbestos\*, Lead Paint\*, Lead Solder\*, Formaldehyde; Or for pests such as Wood destroying organisms, Insects, Rodents; Fungus including but not limited to mold and mildew. Third Party providers may be contracted out and/or referred (at additional fees) to perform any and/or all the said environmental testing, solely at the expense of THE CLIENT.

\*ENVIRONMENTAL DISCLOSURE: The Connecticut DPH Environmental Practitioner Licensure Unit certifies licenses and regulates environmental health professionals in the Asbestos, Lead, Septic, and Sanitarian disciplines. These licensed professionals protect human health and the environment by operating within the constraints of the regulations and using "state-of-the-art" practices. The Unit's main charge is the management and enforcement of the assorted licensing regulations for environmental health practitioners and training providers. Lead inspections should be conducted by trained state or local code enforcement officials or by private sector certified lead inspectors or lead inspector/risk assessors employed by licensed lead consultant contractors. Additional information may be obtained from the Connecticut Department of Public Health. The Connecticut DPH does not license or register individuals who perform radon measurement in residential properties.

7. The Inspector examines a representative sample of components that are identical and numerous, such as electrical outlets, bricks, shingles, windows, etc., and does not examine every single one of these identical items, therefore, some detectable deficiencies may go unreported.

8. The inspection excludes defects such as cracking, leaking, surface discolorations, or landslides resulting from hidden defects, including but not limited to, water leaks, land subsidence, or other geological problems. The inspection also excludes merely cosmetic features, including but not limited to, paint, wall coverings, carpeting, floorings, paneling, lawn, and shrubs. The inspector is not required to determine property boundary lines or encroachments.

9. Any and all disputes, demands, claims or controversies hereto arising out of or relating to this contract or the breach thereof, shall be resolved through binding arbitration administered by Resolute Systems, LLC pursuant to the Resolute Systems, LLC Home Inspection Arbitration Rules {(800)-776-6060 <http://www.ResoluteSystems.com> }. Within 60 days of any party to this contract demanding arbitration, the parties will attempt voluntary settlement through mediation administered by Resolute Systems, LLC, and during this 60-day window, the arbitration process shall be stayed with the exception of the responding party answering the arbitration notice and notifying Resolute Systems, LLC of a counter-claim. Absent a voluntary settlement through mediation, arbitration will commence in accordance with Resolute Systems, LLC's Home Inspection Arbitration Rules, and judgment upon any award rendered by the arbitrator may be entered into any court or administrative tribunal having jurisdiction thereof. By mutual agreement of the parties, the parties may bypass mediation and move directly to binding arbitration pursuant to the Resolute Systems, LLC's Home Inspection Arbitration Rules (<http://www.resolutesystems.com/ADR/HomeInspectionARBrules.pdf>).

10. The inspector shall have the right to examine the subject matter and area of any claim or potential claim against the inspector arising here from and the right to offer a resolution prior to Clients performance of any remedial measures (except in the event of an emergency, or to protect for personal safety, or to reduce or avoid damage to property) The right of examination herein is a conditional precedent to the commencement of any claim by the Client against the inspector for any reason including negligence or breach of any term hereof. The Client shall not file or commence any claim against the inspector in any jurisdiction until he has notified the Inspector of his complaint and made reasonable efforts to afford the Inspector an opportunity to complete such examination.

11. This Agreement and the documents referred to herein constitute the entire Agreement between the parties hereto, and supersede any and all prior representations, discussions, or agreements, whether written or oral. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by the parties hereto. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

**12. THE INSPECTION REPORT DOES NOT CONSTITUTE A WARRANTY, GUARANTEE OR INSURANCE POLICY OF ANY KIND.** THERE ARE NO WARRANTIES MADE AGAINST ROOF LEAKS, WET BASEMENTS, OR MECHANICAL BREAKDOWNS. THE REPORT IS A PROFESSIONAL OPINION BASED ON A VISUAL INSPECTION OF THE ACCESSIBLE AREAS AND FEATURES OF THE PROPERTY AS OF THE DATE AND TIME OF THE INSPECTION AND IS NOT A LISTING OF REPAIRS TO BE MADE. THE REPORT IS NOT AN ASSESSMENT NOR IS IT AN APPRAISAL. NEITHER THE INSPECTOR NOR HOMERUN HOMES INSPECTION, LLC IS ASSOCIATED WITH ANY SELLER, BUYER, CONTRACTOR, LAWYER OR REALTOR. THE INSPECTOR IS LIMITED IN LIABILITY TO THE FEE PAID FOR THE INSPECTION SERVICES AND REPORT.

13. THE INSPECTION PROCESS IS A TWO PART SYSTEM: THE VERBAL SURVEY AND THE REPORT. AS SUCH, THIS REPORT IS NOT TRANSFERABLE TO THIRD PARTIES AS IT WILL NOT CLEARLY CONVEY THE INFORMATION HEREIN. THIS REPORT IS PREPARED BY THE INSPECTOR AT YOUR REQUEST, ON YOUR BEHALF, AND FOR YOUR USE AND BENEFIT ONLY; THIS REPORT AND ANY MEMORANDA OR INFORMATION PROVIDED TO YOU PURSUANT TO THIS INSPECTION AGREEMENT ARE NOT TO BE USED, IN WHOLE OR IN PART, OR RELEASED TO ANY OTHER PERSON WITHOUT INSPECTORS PRIOR WRITTEN PERMISSION. CLIENT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS INSPECTOR AND HOMERUN HOMES INSPECTION, LLC IF, THROUGH THE UNAUTHORIZED DISTRIBUTION OF THIS REPORT, ANY THIRD PARTY BRINGS A CLAIM AGAINST INSPECTOR OR HOMERUN HOMES INSPECTION, LLC RELATING TO THE INSPECTION OR INSPECTION REPORT.

14. RELATIONSHIPS/THIRD PARTY PROVIDERS: HOMERUN HOMES INSPECTION, LLC MAY HAVE AN AFFILIATION WITH THIRD—PARTY SERVICE PROVIDERS IN ORDER TO OFFER VALUE-ADDED SERVICES TO CLIENTS. HOMERUN HOMES INSPECTION, LLC AND THE INSPECTOR MAY RECEIVE COMPENSATION FOR SUCH SERVICES. HOMERUN HOMES INSPECTION, LLC MAY ALSO ARRANGE FOR THESE THIRD—PARTY SERVICE PROVIDERS TO SEND LITERATURE OR MAKE POST-INSPECTION CONTACT WITH THE CLIENT. BY EXECUTING THIS AGREEMENT, THE CLIENT EXPRESSLY CONSENTS TO THE DISCLOSURE OF CLIENTS PERSONAL INFORMATION TO HOMERUN HOMES INSPECTION, LLC AND THIRD—PARTY SERVICE PROVIDERS. IF THE CLIENT DOES NOT WISH TO RECEIVE LITERATURE FROM OR BE CONTACTED BY THIRD—PARTY SERVICE PROVIDERS, THE CLIENT SHALL SIMPLY NOTIFY THE INSPECTOR.

15. Schedules indicated below and attached form part of this agreement. In the event of any conflict between a schedule and the provisions of this agreement, the provisions of the schedule will apply to the extent of the conflict.

Attached Schedules: N/A