

Wisdom Blake LLC

P.O. Box 81831 • Cleveland, OH 44181 • 440-777-5171

PRE-INSPECTION AGREEMENT

This Pre-Inspection Agreement, (the "Agreement") is made on this _____ day of _____, 20____, by and between Wisdom Blake LLC ("Inspector"), and _____ ("Client"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Inspector and Client agree as follows:

1. For the sum of \$ _____ (the "Fee") paid by Client to Inspector on or before the date of the inspection, Inspector will (a) perform a limited, non-invasive, visual inspection of the readily accessible installed systems and components of the primary building located at:

_____, (the "Property"), as such systems and components exist at the time of the inspection (the "Inspection") and (b) prepare a written report setting forth Inspector's professional opinion and findings (the "Report"). The Report is only supplementary to any required seller's disclosure.

2. Unless otherwise noted in this Agreement (or not possible), Inspector will perform the Inspection in accordance with the Wisdom Blake **Building Inspection Standards of Practice** ("SOP"), a copy of which is attached hereto and made a part hereof. Client is encouraged to review the SOP prior to executing this Agreement so that Client understands the scope of the Inspection to be performed. As set forth in the SOP, the Inspection is not technically exhaustive and will not identify concealed conditions or latent defects nor will the Inspection include detached buildings, barns, or storage sheds (other than the primary garage), unless such items are specifically included in this Agreement. After conducting the Inspection, Inspector will report on the readily accessible and installed systems and components which he has inspected, and which Inspector determines to be significantly deficient or near the end of their service life.

3. Neither the Inspection nor the Report are intended to provide any opinion as to the value of the Property, or to make any representation as to the advisability or inadvisability of Client's decision to purchase the Property.

4. Inspector makes **no warranties or guarantees**, express or implied, including any implied warranties of fitness or merchantability, as part of the Inspection or the Report including, without limitation, that all defects have been found, or that Inspector will pay for the repair of undisclosed defects; that any of the items inspected are designed or constructed in a good and workmanlike manner; or that any of the items will continue to perform in the future as they are performing at the time of the Inspection.

5. The Inspection and Report are for Client's use only. Client may not assign or otherwise transfer this Agreement. Client is the sole owner of the Report and all rights to the Report. Client gives Inspector permission to discuss Inspector's observations with real estate agents, owners, and repair persons. Inspector is not responsible for the use or misinterpretation of the Report by third parties, and third parties who rely on the Report in any way do so at their own risk and release Inspector, its employees, owners, and agents, from any liability whatsoever. If Client, or any person acting on Client's behalf, provides the Report to a third party who then sues Client and/or Inspector, Client agrees to release Inspector, its employees, owners, and agents from any liability and agrees to pay Inspector's costs, including legal fees, incurred in defending any such action.

6. The parties agree that any dispute must be brought within one (1) year of the date of this agreement, without regard to the date the issue giving rise to the dispute is discovered. Any dispute raised thereafter shall be time barred.

7. Client agrees that the total liability of Inspector, its employees, owners, and agents for any and all damages whatsoever, including, without limitation, special, incidental, or consequential damages, arising out of, or in any way related to this Agreement shall not exceed the fee paid to Inspector.

8. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior negotiations, agreements and understandings with respect thereto. Additionally, the written Report contains all of the information regarding deficiencies found in the systems and components inspected and recommendations with respect thereto. **No oral statements** or promises made by Inspector shall be binding unless reduced to writing and signed by all parties. This Agreement may only be amended by a written document duly executed by all parties and shall be construed and enforced in accordance with the laws of the State of Ohio.

9. **Notice and Waiver.** Any claim arising out of or related to any act or omission of Inspector in connection with the Inspection shall be made in writing and reported to Inspector within fourteen (14) days of discovery. Inspector shall have fourteen (14) days to re-inspect the issue giving rise to the claim. Inspector shall be allowed access to the Property to evaluate the issue before any corrective action is taken by Client. After notifying Inspector in writing within the time period set forth above, Client may also contact a qualified specialist to make further inspections or evaluations of the issue giving rise to the claim; provided, however, Client agrees that any repairs or corrective action taken without consultation with Inspector shall constitute a waiver of such claim and shall relieve Inspector of any and all liability.

10. **Attorneys' Fees.** In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

11. **Binding on Others.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective spouses, heirs and successors.

12. **No Rule of Construction.** The parties acknowledge that each of them has had ample opportunity for their own counsel to participate in negotiating and drafting this Agreement. Therefore, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.

13. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. **Non-Waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

15. **Choice of Venue.** Client agrees that the exclusive venue for any litigation arising out of this Agreement shall be in the county where Inspector has its principal place of business. In any action against Inspector, Client hereby waives trial by jury.

IN WITNESS WHEREOF: The undersigned parties have reviewed this Agreement, understand its contents, and agree to the terms and conditions contained herein. If there is more than one Client, the undersigned is signing on behalf of all of them, and the undersigned hereby represents that the undersigned is authorized to do so.

Inspector: _____
John Sender (Owner of Wisdom Blake LLC)

CLIENT: _____
Name:

Building Inspection Standards of Practice

1. INTRODUCTION

1.1 The Building Inspection **Standards of Practice** is a protocol for conducting visual evaluations of residential and light commercial property.

2. PURPOSE & SCOPE

2.1 The purpose of these **Standards of Practice** is to establish a minimum and uniform standard for building inspections. Inspections performed to these **Standards of Practice** are intended to provide the client with objective information regarding the physical condition of the systems and components of the building as inspected at the time of the inspection. The scope of these **Standards of Practice** are generally applicable for residential single family homes, multi-family dwellings of 3 or less units, and light commercial property.

2.2 Inspectors shall:

A. substantially adhere to these **Standards of Practice**.

B. inspect readily accessible, visually observable, installed systems and components listed in these **Standards of Practice**.

C. report:

- those systems and components inspected that, in the professional opinion of the inspector, are not functioning properly, significantly deficient, defective, unsafe, or near the end of their service lives.
- recommendations to correct, or monitor for future correction, the deficiencies reported in 2.2.C.1, or items needing further evaluation. (Per Exclusion 13.2.A.5 inspectors are NOT required to determine methods, materials, or costs of corrections.)
- reasoning or explanation as to the nature of the deficiencies reported in 2.2.C.1, that are not self-evident.
- systems and components designated for inspection in these **Standards of Practice** that were present at the time of the inspection but were not inspected and the reason(s) why they were not inspected.

2.3 These **Standards of Practice** are not intended to limit inspectors from:

- including other inspection services, or evaluating systems and components in addition to those required in Section 2.2.B.
- designing or specifying repairs, provided the inspector is qualified and willing to do so.
- excluding systems and components from the inspection if requested by the client.

3. STRUCTURAL SYSTEM

3.1 The inspector shall:

A. inspect and report on observed material defects:

- a representative number of accessible structural components including foundation and framing.
- by probing a representative sample of structural components where deterioration is suspected or where visible indications of possible deterioration exist. Probing is not required when probing would damage any finished surface or where no deterioration is visible or presumed to exist.

B. describe:

- the methods used to inspect crawl spaces & attics.
- the foundation.
- the floor structure.
- the wall structure.
- the ceiling structure.
- the roof structure and attic(s).

3.2 The inspector is NOT required to:

- provide any engineering or architectural service or analysis.
- offer an opinion as to the adequacy of any structural system or component.
- enter crawl spaces that have less than 24" inches of vertical clearance between the framing and the ground, or have a crawl space access with an opening smaller than 16" x 24".
- navigate load-bearing systems or beams in attics that are concealed by insulation or by other materials.

4. EXTERIOR

4.1 The inspector shall:

A. inspect and report on observed material defects of:

- exterior wall coverings (siding), flashing and trim.
- exterior doors.
- attached or adjacent decks, balconies, stoops, steps, porches, and their associated railings.
- eaves, soffits, and fascias where accessible from the ground.
- vegetation, grading and surface drainage near the building.
- retaining walls that are likely to adversely affect the building.
- adjacent or entryway walkways, patios, and driveways.

B. describe:

- exterior wall coverings (siding), flashing and trim.

4.2 The inspector is NOT required to inspect:

- screening, shutters, storm doors or windows, awnings, or other seasonal equipment.
- fences, boundary walls, or similar structures.
- geological, geotechnical and soil conditions on or under the property.
- recreational facilities, including but not limited to, spas, saunas, steam baths, hot tubs, fountains, swimming pools or exercise, entertainment, playground or other similar equipment.
- storage sheds or outbuildings other than the primary garage.
- seawalls, break-walls, retaining walls and docks.
- erosion control and earth stabilization measures.
- below ground systems or equipment of any kind.

5. ROOF SYSTEM

5.1 The inspector shall:

A. inspect and report on observed material defects of:

- roofing materials.
- roof drainage systems.
- flashing.
- skylights, chimneys, and roof penetrations.
- roof ventilation methods.

B. describe:

- roofing materials.
- methods used to inspect the roofing.

5.2 The inspector is NOT required to inspect:

- antennae.
- interiors of flues, vents or chimneys.
- any other roof mounted accessories.

6. PLUMBING SYSTEM

6.1 The inspector shall:

A. inspect and report on observed material defects of:

- interior water supply and distribution systems including fixtures and faucets.
- interior drain, waste and vent systems.
- water heating equipment and hot water supply system.
- vent systems, flues, and chimneys.
- fuel storage and fuel distribution systems.
- readily accessible sewage ejectors, sump pumps, and related piping.

B. describe:

- water supply, drain, waste, and vent piping materials.
- water heating equipment including energy source(s).
- location of the main water and main fuel shut-off valves.

6.2 The inspector is NOT required to:

A. inspect:

- clothes washing machine connections.
- interiors of flues, vents or chimneys.
- wells, well pumps, or other water storage related equipment.
- water conditioning systems or water filters.
- solar, geothermal or other renewable energy water heating systems.
- manual or automatic fire extinguishing & sprinkler systems.
- lawn sprinkler systems.
- concealed or inaccessible sewage ejectors, sump pumps, septic or other sewage disposal systems.
- thermostatic mixing valves.
- backflow prevention devices.

B. determine:

- whether water supply and waste disposal systems are public or private.
- water supply quantity or quality, including flow rate or pressure.
- adequacy of combustion air components or air admittance valves.

C. operate automatic safety control devices or manual valves.

D. fill shower pans or fixtures for the purpose of testing for water leaks, or test whirlpool tubs.

7. ELECTRICAL SYSTEM

7.1 The inspector shall:

A. inspect and report on observed material defects of:

- service drop.
- service entrance conductors, cables, and raceways.
- service equipment and main disconnects.
- service grounding.
- interior components of service panels and a representative sample of sub panels.
- conductors.
- over-current protection devices.
- a representative sample of installed lighting fixtures, switches and receptacles.
- ground fault & arc fault circuit interrupters.

B. describe:

- amperage and voltage rating of the service.
- location of main disconnect(s).
- the presence or absence of smoke or carbon monoxide detectors.
- wiring methods

7.2 The inspector is NOT required to:

A. inspect:

- remote control devices.
- low voltage wiring systems and components, including telephone systems.
- ancillary wiring systems and components not a part of the primary electrical power distribution system.
- solar, geothermal, wind or other renewable energy systems.
- emergency power backup systems or generators.
- ceiling paddle fans.
- interior of panels where proper clearance is not provided.
- security systems.

B. measure amperage, voltage, impedance, or any electromagnetic fields.

C. test ground fault or arc fault circuit interrupters.

D. test disconnects, fuses or breakers.

E. test smoke or carbon monoxide alarms, security systems or other signaling and warning devices.

F. determine age or type of smoke or carbon monoxide detectors.

8. HEATING SYSTEM

8.1 The inspector shall:

A. open readily openable access panels.

B. inspect and report on observed material defects of:

- primary installed central heating equipment.
- vent systems, flues, and chimneys.
- heating distribution systems.

C. describe:

- energy source(s) and heating systems.

8.2 The inspector is NOT required to:

A. inspect:

- interiors of flues, vents or chimneys that are not readily accessible.
- heat exchangers.
- humidifiers, dehumidifiers or condensate pumps.
- electronic air filters or sanitizing devices.
- heating systems using ground-source, water-source, solar or renewable energy technologies.
- heat-recovery or similar whole-house mechanical ventilation systems, or other energy saving devices.
- zoning control devices.

B. determine the adequacy of the heating supply, materials used, or heating distribution balance, or the adequacy of combustion air components.

C. operate automatic safety control devices.

9. AIR CONDITIONING SYSTEMS

9.1 The inspector shall:

A. open readily openable access panels.

B. inspect and report on observed material defects of:

- central and permanently installed cooling equipment.
- cooling distribution systems.

C. describe:

- energy source(s) and cooling systems.

9.2 The inspector is NOT required to:

A. inspect electronic air filters, or sanitizing devices.

B. inspect cooling systems using ground-source, water-source, solar or renewable energy technologies.

C. determine cooling supply adequacy, materials used, or cooling distribution balance.

D. inspect window air conditioning units or cooling units not permanently installed.

10. INTERIOR

10.1 The inspector shall inspect and report on observed material defects a representative sample of:

- walls, windows, doors, ceilings, and floors.
- steps, stairways, and railings.
- countertops and kitchen cabinets.
- garage doors and garage door operators.

10.2 The inspector is NOT required to inspect:

- paint, wallpaper, and other finish treatments.
- carpeting or other floor coverings.
- window treatments.
- coatings on and hermetic seals between panes of window glass.
- central vacuum systems.
- household appliances.
- recreational facilities.

11. INSULATION & VENTILATION

11.1 The inspector shall:

A. inspect and report on observed material defects of:

- insulation and vapor retarders in unfinished spaces at conditioned surfaces.
- ventilation of attics and foundation areas.
- mechanical ventilation systems such as kitchen or bath fans.
- dryer vent.

B. describe:

- insulation and vapor retarders in unfinished spaces.
- absence of insulation in unfinished spaces at conditioned surfaces.

11.2 The inspector is NOT required to:

- disturb or move the insulation, or inspect the inside of vents.
- determine the amount of air leakage of the building envelope.
- determine if hazardous insulation materials are present.

12. FIREPLACES & SOLID FUEL BURNING APPLIANCES

12.1 The inspector shall:

A. inspect and report on observed material defects of:

- fuel-burning fireplaces, stoves, and fireplace inserts, and any fuel-burning accessories installed in the fireplaces.
- chimneys and vents.

B. describe:

- fireplaces and solid fuel burning appliances.
- chimneys.

12.2 The inspector is NOT required to:

A. inspect:

- interiors of flues or chimneys.
- fire-screens and doors.
- seals and gaskets.
- automatic fuel feed devices.
- mantles and fireplace surrounds.
- combustion make-up air devices.
- heat distribution assist devices (gravity fed or fan assisted).
- fuel-burning fireplaces or similar appliances located outside the inspected structures.

B. ignite or extinguish fires.

C. determine draft characteristics.

D. move fireplace inserts or firebox contents.

13. GENERAL LIMITATIONS & EXCLUSIONS

13.1 General limitations:

A. The inspector is NOT required to perform any action or make any determination not specifically stated in these **Standards of Practice**.

B. Inspections performed in accordance with these **Standards of Practice**:

- are not technically exhaustive.
- are not required to identify concealed conditions, latent defects, or consequential damage(s).

13.2 General exclusions:

A. Inspectors are NOT required to determine:

- condition of systems or components that are not readily accessible.
- remaining life expectancy of any system or component.
- strength, adequacy, effectiveness, or efficiency of any system or component.
- causes of any condition or deficiency.
- methods, materials, or estimated costs to remedy any deficiency.
- future conditions including, but not limited to, forecasting failure of systems and components.
- suitability of the property for any specialized use.
- compliance with any regulatory or installation requirements (codes, regulations, laws, ordinances, OEM guides, building specifications, etc.).
- market value of the property or its marketability.
- advisability of purchase of the property.
- the presence of potentially hazardous plants or animals including, but not limited to wood destroying organisms, termite or vermin infestation, or diseases harmful to humans including fungus, molds or mold-like substances.
- the presence of any environmental hazards including, but not limited to toxins, radon gas, lead, asbestos, carbon monoxide, urea formaldehyde, carcinogens, noise, and contaminants in soil, water, and air.
- the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances.
- operating costs of systems or components.
- acoustical properties of any system or component.
- soil or underground conditions relating to geotechnical or hydrologic specialties.
- systems or parts of systems subject to recall, litigation, or other adverse claims or conditions.
- the legality of any contract or contract term pertaining to the building or property.

B. Inspectors are NOT required to offer:

- or perform any act or service contrary to law.
- or perform engineering services.
- or perform work in any trade or other repair service.
- warranties or guarantees of any kind.
- evaluation of another trade or professional service performed on the building or property by others.

C. Inspectors are NOT required to operate:

- any systems or components that cannot be operated by normal operating controls or are inoperable, disabled, shut-off, or otherwise where conditions prohibit.
- any devices designed to protect systems or parts of a system from unsafe condition including, but not limited to, automatic safety controls.
- any system or component that does not respond to normal operating controls.
- shut-off valves or manual stop valves.

D. Inspectors are NOT required to enter:

- any area that will, in the opinion of the inspector, likely be dangerous to the inspector or other persons or damage the property or its systems or components.
- under-floor crawl spaces or attics that are not readily accessible.

E. Inspectors are NOT required to inspect:

- underground items including, but not limited to underground storage tanks, or other underground indications of their presence, whether abandoned or active, or for any type of soil contamination.
- items that are not installed.
- installed decorative or cosmetic items.
- items in areas that are not entered in accordance with 13.2.D.
- detached structures other than garages and carports.
- common elements or common areas found in multi-unit housing, such as condominium properties or cooperative housing.
- every occurrence of multiple similar parts of a system.
- any outdoor cooking appliances.

F. Inspectors are NOT required to:

- perform any procedure or operation that will, in the opinion of the inspector, likely be dangerous to the inspector or other persons or damage the property or its systems or components.
- describe or report on any system or component that is not included in these **Standards of Practice** and was not inspected.
- move personal property, furniture, equipment, plants, soil, snow, ice, or debris.
- ignite or extinguish any fires, pilot lights, burners or other open flames that require manual ignition on any fuel-burning appliances.
- adjust any devices, systems or parts of a building system, except as required by these **Standards of Practice**.
- disassemble any system or component, except as explicitly required by these **Standards of Practice**.
- perform any testing service, including testing for gas leaks, or other energy source leaks, or testing for other materials or toxins.