

# Wisdom Blake LLC

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

## PRE-INSPECTION AGREEMENT

**THIS AGREEMENT**, made and entered into in the State of Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Wisdom Blake LLC, hereinafter designated as "WB", and \_\_\_\_\_ hereinafter designated as the "client", who agrees to pay WB to perform the following services regarding the property located at:

**Only those services checked off will be provided:**

- Home Inspection** Fee: \$ \_\_\_\_\_
- Structural Certification** Fee: \$ \_\_\_\_\_

**WITNESSETH:** that the said parties have carefully read and agree with ALL the items and conditions contained herein.

1. The home inspection is a general condition assessment and shall identify & describe the visually observable current condition of the: PRIMARY central heating system; PRIMARY central air conditioning system (weather permitting); interior plumbing system; electrical system; roof covering and framing; interior and exterior walls, windows, doors, ceilings, and floors; basement and foundation; insulation and ventilation, and provide a written report assessing the overall condition of the home, identifying those systems and components found to be significantly deficient or near the end of their service lives. The home inspection shall be performed in accordance with the "General Home Inspection **STANDARDS OF PRACTICE**". These standards are available for the client to review prior to accepting this agreement (see the other side of this page).

2. It is specifically understood that the inspection is not "technically exhaustive" and is limited to visual observations made at the time of the inspection only. Latent and/or concealed defects are excluded, as well as defects that are discovered following the inspection. Equipment and systems will not be dismantled nor will furniture, appliances, or items stored, be moved or removed to conduct the inspection. The inspection and report exclude all components, items, and conditions that are not observed, regardless of the reason they are not observed. Detached buildings, barns and storage sheds (other than the primary garage) will not be inspected unless otherwise noted in this agreement.

3. Payment is due on receipt of the inspection report. The inspection and report are not intended to reflect the value of the property, or make any representation as to the advisability or inadvisability of purchase. The inspection and report are for the sole and exclusive use of the client, and not intended for the use and/or benefit of any other person, party or other entity; non transferable. The inspection and report shall not be construed as a compliance inspection for zoning or other governmental or nongovernmental codes or regulations. Engineering and/or testing services are not provided unless otherwise noted in this agreement.

**4. THE INSPECTION AND REPORT ARE NOT INTENDED AS A GUARANTEE OR WARRANTY AS TO THE CONDITION OF THE PROPERTY. THE PARTIES AGREE THAT WISDOM BLAKE AND ITS AGENTS WILL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING IN EITHER CONTRACT OR TORT BEYOND THE COST OF THE INSPECTION SERVICE. THERE ARE NO WARRANTIES OF MERCHANTABILITY, IMPLIED OR EXPRESS WARRANTIES, EXCEPT THOSE CONTAINED HEREIN.**

**5. THE PARTIES AGREE THAT ANY DISPUTE MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE INSPECTION. ANY DISPUTE RAISED THEREAFTER SHALL BE TIME BARRED.**

**6. ALL REPRESENTATIONS SHALL BE CONTAINED IN THE WRITTEN REPORT. THE CLIENT AGREES THAT HE/SHE WILL NOT RELY ON ANY ORAL REPRESENTATIONS.**

7. The inspection and report exclude and do not cover swimming pools, whirlpools, hot tubs, spas, saunas, fountains, playground equipment, fences, storm windows & doors, window & door screens, recreational & leisure appliances, kitchen & laundry room appliances, underground systems, septic systems, water conditioners & filters, termite, pest, or vermin infestation, security systems, security bars, energy saving devices, air purifiers, fireplace inserts & equipment, seasonal equipment, awnings, outdoor grilles, low voltage lighting, ceiling paddle fans, emergency generators, telephone systems, systems which are shut off or otherwise secured, and all cosmetic items such as wall coverings, window treatments, and carpeting. Also excluded are Radon, mold, lead, asbestos, carbon monoxide, urea formaldehyde, underground storage tanks, soil contamination, electromagnetic fields, or any and all other hazardous or toxic substances and pollutants. Any comments made regarding excluded items are strictly "informational" only.

**IN WITNESS WHEREOF:** the parties first mentioned above have fully read and understood this agreement, hereby agree with all the conditions contained herein, and binding to on the day and year first mentioned above, have their representatives hereunto affix their hands.

**WB:** \_\_\_\_\_  
Agent of Wisdom Blake LLC

**CLIENT:** \_\_\_\_\_

# General Home Inspection Standards of Practice

## 1. INTRODUCTION

1.1 The General Home Inspection **Standards of Practice** is a protocol for conducting home inspections of residential property.

## 2. PURPOSE & SCOPE

2.1 The purpose of these **Standards of Practice** is to establish a minimum and uniform standard for general home inspections. Home 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 home as inspected at the time of the home inspection. The scope of these **Standards of Practice** are generally applicable for residential single family homes and multi-family dwellings of 6 or less units.

2.2 Inspectors shall:

- substantially adhere to these **Standards of Practice**.
- 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 judgment of the inspector, are not functioning properly, significantly deficient, unsafe, or are 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 home inspection but were not inspected and the reason(s) 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 appropriately 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:

- inspect:
  - a representative number of accessible structural components including foundation and framing.
  - by probing a representative number of structural components where deterioration is suspected or where clear 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 under-floor crawl spaces & attics.
- the foundation.
- the floor structure.
- the wall structure.
- the ceiling structure.
- the roof structure.

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.

## 4. EXTERIOR

4.1 The inspector shall:

- inspect:
  - siding, flashing and trim.
  - all 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.
  - adjacent or entryway walkways, patios, and driveways.

B. describe:

- siding.
- 4.2 The inspector is NOT required to inspect:
- screening, shutters, awnings, or other seasonal accessories.
  - fences.
  - geological, geotechnical and/or soil conditions.
  - recreational facilities.
  - storage sheds or outbuildings other than the primary garage.
  - seawalls, break-walls, retaining walls and docks.
  - erosion control and earth stabilization measures.

## 5. ROOF SYSTEM

5.1 The inspector shall:

- inspect:
  - roofing materials.
  - roof drainage systems.
  - flashing.
  - skylights, chimneys, and roof penetrations.

B. describe:

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

5.2 The inspector is NOT required to inspect:

- antennae.
- interiors of flues or chimneys.
- other installed accessories.

## 6. PLUMBING SYSTEM

6.1 The inspector shall:

- inspect:
  - interior water supply and distribution systems including all fixtures and faucets.
  - drain, waste and vent systems including all fixtures.
  - water heating equipment and hot water supply system.
  - vent systems, flues, and chimneys.
  - fuel storage and fuel distribution systems.
  - drainage sumps, 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:

- inspect:
  - clothes washing machine connections.
  - interiors of flues or chimneys.
  - wells, well pumps, or water storage related equipment.
  - water conditioning systems or water filters.
  - solar water heating systems.
  - fire and lawn sprinkler systems.
  - private waste disposal systems.
- Determine:
  - whether water supply and waste disposal systems are public or private.
  - water supply quantity or quality.
- operate automatic safety controls or manual valves.

## 7. ELECTRICAL SYSTEM

7.1 The inspector shall:

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

B. describe:

- amperage and voltage rating of the service.
- location of main disconnect(s).
- the presence of solid conductor aluminum branch circuit wiring.
- the presence or absence of smoke detectors.
- wiring methods

7.2 The inspector is NOT required to:

- inspect:
  - remote control devices.
  - alarm systems and components.
  - low voltage wiring systems and components.
  - ancillary wiring systems and components not a part of the primary electrical power distribution system.
  - emergency power backup systems or generators.
  - ceiling paddle fans.
  - interior of panels where proper clearance is not provided.
- measure amperage, voltage, or impedance.

## 8. HEATING SYSTEM

8.1 The inspector shall:

- open readily operable access panels.
- inspect:
  - installed primary central heating equipment.
  - vent systems, flues, and chimneys.
- describe:
  - energy source(s).
  - heating systems.

8.2 The inspector is NOT required to:

- inspect:
  - interiors of flues or chimneys that are not readily accessible.
  - heat exchangers.
  - humidifiers or dehumidifiers.
  - electronic air filters.
  - solar space heating systems.
- determine heat supply adequacy or distribution balance.

## 9. AIR CONDITIONING SYSTEMS

9.1 The inspector shall:

- open readily operable access panels.
- inspect:
  - central and through-wall cooling equipment.
  - distribution systems.
- describe:
  - energy source(s).
  - cooling systems.

9.2 The inspector is NOT required to:

- inspect electronic air filters.
- determine cooling supply adequacy or distribution balance.
- inspect window air conditioning units.

## 10. INTERIOR

10.1 The inspector shall inspect a representative number 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.
- window treatments.
- central vacuum systems.
- household appliances.
- recreational facilities.

## 11. INSULATION & VENTILATION

11.1 The inspector shall:

- inspect:
  - insulation and vapor retarders in unfinished spaces.
  - ventilation of attics and foundation areas.
  - mechanical ventilation systems.
- 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.

## 12. FIREPLACES & SOLID FUEL BURNING APPLIANCES

12.1 The inspector shall:

- inspect:
  - system components.
  - chimneys and vents.
- describe:
  - fireplaces and solid fuel burning appliances.
  - chimneys.

12.2 The inspector is NOT required to:

- 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 assists (gravity fed or fan assisted).
- ignite or extinguish fires.
- determine draft characteristics.
- move fireplace inserts and stoves or firebox contents.

## 13. GENERAL LIMITATIONS & EXCLUSIONS

13.1 General limitations:

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

- 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 costs of corrections.
  - future conditions including, but not limited to, failure of systems and components.
  - suitability of the property for any specialized use.
  - compliance with regulatory requirements (codes, regulations, laws, ordinances, 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 or diseases harmful to humans including molds or mold-like substances.
  - the presence of any environmental hazards including, but not limited to toxins, 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 conditions relating to geotechnical or hydrologic specialties.

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 any profession service other than home inspection.
  - warranties or guarantees of any kind.
- C. Inspectors are NOT required to operate:
- any system or component that is shut down or otherwise inoperable.
  - 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.
  - 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 in multi-unit housing, such as condominium properties or cooperative housing.

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.
- dismantle any system or component, except as explicitly required by these **Standards of Practice**.