



Mid-Atlantic Inspection Services Agreement

Client: \_\_\_\_\_

Inspection Address: \_\_\_\_\_

CHOOSE ONE OF THE FOLLOWING SERVICES:

[ ] Full Inspection. Client hereby retains Mid-Atlantic to conduct an impartial, non-invasive evaluation of the readily accessible, permanently installed systems and components of the building at the Inspection Address in accordance with the standards of practice of the American Society of Home Inspectors; see www.ashi.org. The inspection is limited in scope and based upon the visible and apparent condition of the systems and components as they exist at the moment of inspection. Mid-Atlantic's inspection will not be technically exhaustive, not every component or system will be inspected, and not every possible defect will be discovered.

Fee for Full Inspection is \$\_\_\_\_\_.

[ ] Walk-Through Observation. Client rejects the Full Inspection and instead retains Mid-Atlantic to walk through the building at the Inspection Address and observe, without inspecting, general conditions. Not every component and system will be observed. Correspondence to Client following the walk through will identify those conditions that were observed; every other system, component and condition is excluded from the walk through scope.

Fee for Walk-Through Observation is \$\_\_\_\_\_.

TERMS APPLICABLE TO BOTH FULL INSPECTION AND WALK-THROUGH SERVICES:

Scope and Limitations. No disassembly of equipment, opening of walls, excavation, or moving of furniture, appliances, etc. will be performed. Components and conditions which by the nature of their location are concealed, camouflaged or difficult to examine are excluded. References to adequacy, capacity, or expected life of components are opinions only and are general estimates based on similar components; no warranty or guaranty is expressed or implied. Client should retain a trade specialist to determine the exact, specific condition of the systems and components at the Inspection Address and to obtain a warranty or guaranty for them.

Payment. Client will pay Fee prior to receiving a written report or correspondence from Mid-Atlantic. Client will compensate Mid-Atlantic for any additional services at the hourly rate of \$150.00, payable at the time of service.

Exclusions. Systems and conditions not within the scope of either service include, but are not limited to: formaldehyde, lead paint, asbestos, toxic or flammable materials; environmental hazards; pest infestation; playground equipment; efficiency measurement of insulation or heating and cooling equipment; internal or underground drainage or plumbing; any systems which are shut down or otherwise secured; water wells (water quality and quantity); zoning ordinances; intercoms; security systems; heat sensors; cosmetics or building code conformity. The inspection does not assess compliance with any government or non-government codes or regulations.

Limited Liability. It is understood and agreed that Mid-Atlantic is not an insurer and that the inspection or walk through is not intended, nor is it to be construed, as a guarantee or warranty for the Inspection Address. Client hereby releases and exempts Mid-Atlantic and its employees, inspectors, agents, and insurers of and from all liability for maintenance, repair and improvement costs at the Inspection Address, and for any consequential damage, property damage or personal injury of any nature pertaining to the Inspection Address. Client agrees and accepts that the maximum liability incurred by Mid-Atlantic, its employees, its inspectors, and its agents shall be limited to the Fee. Client further agrees to indemnify Mid-Atlantic and its inspectors for any claim made in excess of the Fee including reimbursement of attorneys fees and litigation costs incurred by them to defend such claims.

Claims or Complaints. In the event of a claim or complaint, Client will allow Mid-Atlantic and its designated agents to inspect the claim prior to making any repairs, except in the case of an emergency. If Client denies Mid-Atlantic the opportunity to inspect the claim and all related evidence, Client waives its claim, will hold Mid-Atlantic harmless and release Mid-Atlantic from any claim whatsoever. Client must present any claim or complaint involving Mid-Atlantic within one year of Mid-Atlantic's first inspection at the Inspection Address in writing to 4605 Windsor Lane, Bethesda, MD 20814, Attention Alan Beal. In the event that Client pursues any claim or complaint against Mid-Atlantic following one year after the first inspection date, or without allowing inspection of the claim, Client agrees to reimburse Mid-Atlantic for all attorneys fees, litigation and court costs, and other losses and expenses incurred.

Maryland Law and Jurisdiction. Client agrees to the jurisdiction and venue of Montgomery County, Maryland courts, and shall file any complaint involving Mid-Atlantic in the courts of Montgomery County, Maryland. The transaction and this Agreement shall be governed and interpreted by Maryland law. In the event that any term or provision in the Agreement is found unenforceable, the remainder of the Agreement shall be binding.

I/We have read and agree to the terms of this Agreement and enter it of my/our own free will, having had opportunity to consult legal counsel or other professionals, if wanted.

Client: \_\_\_\_\_

Date: \_\_\_\_\_

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