

Avocet Inspections, LLC  
2326 Pickwick Rd., Baltimore, MD 21207  
443.801.4005 MD Lic. #30933  
Property Inspection Contract

"This Property Inspection Contract (the "Contract") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Avocet Inspections, LLC ("Company") and \_\_\_\_\_ ("Client").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Client agree as follows:"

### 1. Inspection Fee: Report

For the sum of \$\_\_\_\_\_ (the "Inspection Fee") paid by Client to Company on or before the date of the inspection, Company will (a) perform a limited, non-invasive, visual inspection of the readily accessible installed systems and components of the property located at \_\_\_\_\_ (the "Property") as such systems and components exist at the time of the inspection (the "Inspection") and (b) prepare a report setting forth Company's findings (the "Report"). The Report is only supplementary to any required real estate transfer and/or seller's disclosure statement.

The Inspection is based upon the Company's visual observations on the day of the Inspection. Consequently, the Company is not responsible for any condition affecting any system or component that occurs subsequent to the Inspection or that occurs intermittently and does not occur at the time of the Inspection.

If Client fails to pay the Inspection Fee by the time of the Inspection, Company may, on its sole discretion, choose not to release the Report until such payment is received. Company strongly recommends that Client attend the Inspection."

### 2. Standards of Practice.

Unless otherwise noted in this Contract or not possible, the Inspection will be conducted in accordance with (i) the Code of Ethics and Minimum Standards of Practice for Home Inspectors set forth in the Code of Maryland Regulations (the "COMAR SOP") and (ii) the standards of practice of the International Association of Certified Home Inspectors (the "InterNACHI SOP"). In the event of a conflict between the InterNACHI SOP and the COMAR SOP, the COMAR SOP will govern.

Copies of the InterNACHI SOP (posted at [www.nachi.org/sop](http://www.nachi.org/sop)) and the COMAR SOP (set forth in Title 9, Subtitle 36, Chapter 7 of the Code of Maryland Regulations) will be included in the Report. Client is encouraged to read these standards of practice prior to signing this Contract. Detached garages, sheds, pool houses, cottages or other structures are not included in a standard home inspection, but Company will inspect those items for an additional fee upon advance request, in writing, by Client."

### 3. Exclusive Use by Client

The Inspection and Report are intended for the exclusive use and benefit of Client. Client must give Company permission to discuss Company's observations with real estate agents, owners, repair persons and other interested parties. No third party shall have any right arising from this

Contract or the Report. Company is not responsible for the use or misinterpretation of the Report by third parties. Third parties that rely on the Report do so at their own risk, and release Company, its officers, agents, and employees, from any liability whatsoever.

In consideration for the furnishing of the Property Inspection Report, the Client agrees to indemnify and hold harmless the Inspection Company, its agents, employees, inspectors, directors, officers, shareholders, successors and assigns, for all costs, expenses, legal fees, awards, settlements, judgements, and any other payments of any kind whatsoever incurred and arising out of a lawsuit, cross-complaint, countersuit, arbitration, administrative proceeding, or any other legal proceeding brought by any third party who claims that he/she relied on representations made in such Property Inspection Report and was damaged thereby. Client's request that the Inspection Company release copies of the Property Inspection Report shall be at Client's risk with respect to the contents of this paragraph.

#### 4. No Guaranty or Warranty

Company makes no guarantees or warranties 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 Company 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. Company shall not be liable to the Client for any special, incidental, or consequential damages."

#### 5. Notice and Waiver

Any claim arising out of or related to any act or omission of the Company in connection with the inspection of the Property shall be made in writing and reported to the Company within fourteen (14) days of discovery. The Company shall have fourteen (14) days to re-inspect the issue giving rise to the claim. The Company must be allowed access to the Property to evaluate the issue before any corrective action is taken by Client.

After notifying the Company 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 Company shall constitute a waiver of such claim and shall relieve Company of any and all liability."

#### 6. Time Limit for Action

Any dispute, controversy, interpretation, or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this Contract; or arising out of, from or related to the Inspection and/or Report shall be commenced within one (1) year of the date of the Inspection; without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute."

#### 7. Attorneys' Fees & Costs

In the event of litigation relating to the subject matter of this Contract, the non-prevailing party shall reimburse the prevailing party for all reasonable attorneys' fees and cost resulting therefrom."

#### 8. Liability Limitation

Client agrees that total liability of Company, including its officers, agents, and employees for any and all damages whatsoever arising out of or in any way related to this Contract shall be limited to liquidated damages in an amount not to exceed the total fee paid to the Company hereunder. Client and Company acknowledge the liquidated damages are not intended as a penalty, but are intended; (1) to reflect the fact that actual damages may be difficult and impractical to ascertain; (2) to allocate risk among Company and Client; and (3) to enable Company to perform the inspection at the stated fee. In the event of the tender by Company of a refund of the inspection fee, such refund shall be full and final settlement of all present and future claims and causes of action and Company shall be thereupon generally and fully released.”

#### 9. Dispute Resolution: Binding Arbitration

In the event a dispute arises regarding this Contract or the Report, the parties agree to first make a good faith attempt to settle such dispute(s). However, if a settlement cannot be reached, the parties agree that any dispute, controversy, interpretation or claim; including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this Contract or arising out of, from or related to the Inspection shall be submitted for final and binding arbitration. Client agrees to pay all required filing fees. The decision of the Arbitrator appointed thereunder shall be final and binding; and judgment on the Award may be entered in any court of competent jurisdiction.”

10. Binding on Others Clause: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective spouses, heirs and successors.

11. 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.

12. 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.

13. 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.

14. Integration. 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. 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 Maryland.

Signature/s: The undersigned have reviewed this Agreement, understand its contents, and agree to the terms and conditions contained herein.

**15. Disclosure - Read Fully!**

- (i) “An inspection is intended to assist in the evaluation of the overall condition of a building. The inspection is based on observation of the visible and apparent condition of the building and its components on the date of the inspection”;**
- (ii) “The results of this home inspection are not intended to make any representation regarding latent or concealed defects that may exist, and no warranty or guaranty is expressed or implied”;**
- (iii) “If your home inspector is not a licensed structural engineer or other professional whose license authorizes the rendering of an opinion as to structural integrity of a building or the condition of its components or systems, you may wish to seek the professional opinion of a licensed structural engineer or other professional regarding any possible defects or other observations set forth in this report”; and**
- (iv) “Only home inspections performed by Maryland licensed home inspectors will be recognized as a valid home inspection under a real estate contract”.**

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

Avocet Inspections, LLC

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

Thomas Witt - License # MD. 30933