

# Inspection Agreement



The Client

The Property

**Pristine Project #**

Date

Inspection Fee

for **Pristine**

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for the Client

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**Pristine Inspections** does real estate inspections. We want to provide you with accurate information that you can use to make informed decisions about this structure. We will do this by sharing our verbal observations with you during a visit to the property and we will provide you with a clear and detailed written report on its major systems and components.

To that end, we are here to complete a basic inspection for you. "Basic" in the sense that when we are complete, you will have an accurate picture of the fundamental systems of this structure. However, not all areas will be covered. And although we may discuss maintenance and/or safety issues, they are not part of our inspection. We will provide you with a written report of our observations within twenty-four hours.

Given that this structure is a complex synergy of numerous systems and clarity between us is beneficial, we want to define some guidelines that govern this inspection and the written report we will provide. We want you to know what will be included and what will not. We want you to know what we will be responsible for and some details on how we might handle disagreements.

Since this is a legally binding contract, there are no irrelevant questions. Please take time to read and understand the following issues carefully. Addressing any of your questions now is wise. We can serve you better, and more accurately, knowing your concerns.

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**Pristine Inspections** agrees to perform a limited visual inspection for our client on the property noted above. **Pristine** will provide a written opinion on the general condition of the structure's components and systems, including the identification of significant deficiencies as they exist, or may be witnessed, at the time of the inspection. **Pristine** will perform this inspection in a manner consistent with the standards of **The Housing Inspection Foundation, The American Society of Home Inspectors, and The National Association of Certified Home Inspectors.**

It is agreed by both parties that this inspection will be a visual inspection of readily accessible areas of the building. Latent and concealed defects and deficiencies are specifically excluded. For example, some water leaks, seepage, and drainage issues may be latent and only visible during or after certain amounts of rain or during use of a particular pipe or gutter. **Pristine** may not be able to document these issues at the time of inspection. **Pristine** will not dismantle or disassemble any system or component.

This inspection will include the following: the general exterior, including the roof, gutters, chimneys, exterior skin, and grading; the foundation; the electrical, plumbing, heating, and air conditioning systems;

the general interior, including ceilings, walls, floors, windows, insulation and ventilation; the kitchen and its appliances, and the washer and dryer.

This inspection will not include the following: personal property; compliance with codes or zoning ordinances; boundaries, easements, or rights of way; structural, geological, soil, or hydrological stability; system or component installation and recalls; insects, pests, dry rot, mold, or the damage they may cause; hazardous chemicals; water and air quality; underground storage tanks; proximity to toxic waste sites; EIFS wall systems, wells, septic systems, water softeners/purifiers; wood stoves, radiant heat and solar heating systems; pools, hot tubs, steam baths, fountains, lawn sprinkler systems; thermostatic and time clock controls, radio controlled devices, automatic gates; elevators, lifts, dumbwaiters, freestanding appliances; the main gas shut off valve, any gas leak, furnace heat exchangers; and, seismic, security, or fire safety systems.

This inspection is not technically exhaustive. If you wish to pursue a more detailed inspection of these elements above, **Pristine** is available to perform, to assist, or to direct the process. Various specialists might be employed including tradesmen, material and equipment suppliers, engineers, and laboratories.

Both parties agree that **Pristine** assumes no liability or responsibility for the cost of repairing or replacing any defect or deficiency. And that **Pristine** has no liability for any property damage or bodily injury of any kind. The inspection and report are neither a guarantee nor warranty regarding the adequacy, performance, or condition of any system or component. **Pristine** is not an insurer of any system, component, or condition.

It is mutually understood that the payment for this inspection represents the value of the service provided by **Pristine** to perform this limited visual inspection and to provide a detailed written report. We also agree that this inspection, due to its limited nature, may not be able to detail all the defects within the structure, especially those items not visible. **Pristine's** liability is exclusive to our client. The client agrees to indemnify, defend, and hold harmless **Pristine** from any third party claim relating to this inspection or its Final Inspection Report.

The client agrees that any claim against **Pristine** regarding an omission in connection with this inspection shall be made in writing to **Pristine** within 10 business days of discovery. Any legal action must be brought within one year from the date of inspection. Failure to bring legal action within one year is a waiver of any right that may have existed. Montana Law shall govern this agreement.

Any dispute between the parties, other than payment and billing issues, shall first be submitted to arbitration, under the *Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc.*, at 22500 Metropolitan Parkway, Suite 200, Clinton Township, Michigan, 48035, ( 866.727.8119 ). Their arbitrated decision may be entered into any Montana court of competent jurisdiction.

The client authorizes a copy of the final inspection report to be offered to the client's realtor.

Acceptance and understanding of this agreement are hereby acknowledged.

Payment is due at the time of inspection.

**Pristine Inspections, LLC**  
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Bozeman, MT 59718

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