



65 Orchard Street | Manchester, NH 03102
(603) 620-6241 | BaselineHI@comcast.net

Home Inspection Agreement

Report: _____

Inspection Address: _____, _____
(Street) (Town, State, ZIP)

Client Name(s): _____

Client Address: _____, _____
(Street) (Town/State/ZIP)

This AGREEMENT made the _____ day of _____, 20____, by and between Baseline Home Inspections, LLC (hereinafter "COMPANY") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "THE PARTIES".

Standard Inspection Fee: \$ _____ Service: _____

Additional Fee: \$ _____ Service: _____

Additional Fee: \$ _____ Service: _____

TOTAL FEE: \$ _____

Deposit Received: \$ _____

TOTAL DUE: \$ _____

THE PARTIES UNDERSTAND AND VOLUNTARILY AGREE AS FOLLOWS:

- CLIENT requests a visual inspection of the structure(s) identified at the above inspection address by COMPANY, and CLIENT hereby represents and warrants that all approvals necessary have been secured for the COMPANY'S entrance on to the property.
- CLIENT warrants that (a) CLIENT has read this Agreement carefully, (b) CLIENT understands the CLIENT is bound by all the terms of this Agreement, and (c) CLIENT will read the entire Inspection Report and follow recommendations for repairs, maintenance, safety or further evaluation by an appropriate professional. Furthermore, CLIENT agrees that if such action is not undertaken and documented that the COMPANY along with its agents, members and employees shall be held harmless by CLIENT for any subsequently alleged defects or deficiencies regarding that specific component/system or condition.
- CONFIDENTIAL REPORT:** Subject to the limited exception as noted herein, CLIENT understands that the inspection and the Inspection Report are performed and prepared for CLIENT'S sole, confidential use. CLIENT agrees that CLIENT will not transfer, disseminate or otherwise disclose any part of the Inspection Report to any other persons. The ONLY exceptions to this non-disclosure provision are as follows: (a) one

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copy may be provided to the current Seller of the Property to be inspected (b) one copy may be provided to the Real Estate Agent directly representing CLIENT and/or the lending institution to be used by the CLIENT to finance the purchase of the property to be inspected; and (c) one copy may be provided to the Attorney directly representing CLIENT. However, it is expressly understood that said persons are not in any way beneficiaries of any type of this Agreement. In the event that any person or entity other than the CLIENT claims damages as a result of the reliance upon the Inspection Report, and seeks recompense for said damages from the COMPANY, CLIENT agrees to indemnify, defend, and hold COMPANY, its agents, members and employees harmless from any and all such third party claims arising out of or in any way related to the Inspection Report, including, but not limited to, any claims alleging negligence, breach of contract, fraud, misrepresentation, or any other theory of liability.

- COMPANY agrees to perform a visual inspection of the structure at the above address and to provide CLIENT with a written Inspection Report as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies, as they exist at the time of the inspection. The inspection will be performed in a manner consistent with the current New Hampshire Home Inspection Standards, a copy of which is attached to this Agreement as Exhibit 1 and incorporated herein by reference. CLIENT acknowledges that the Inspection Report is only supplementary to the SELLER'S disclosure statement.
- SCOPE OF INSPECTION:** The inspection only includes those systems and components expressly and specifically identified in the Inspection Report, said inspection to be conducted in accordance with the inspection standards as noted above. Consistent therewith attached hereto for informational purposes only, as Exhibit 2 is a partial list of areas/items, systems and components among those NOT TO BE INCLUDED in the scope of the inspection, said listing also being incorporated herein by reference. Additionally, any area, which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or any other thing, or those areas/items, which have been excluded is not included in this inspection. The inspection also does not include any destructive testing or dismantling. CLIENT agrees to assume the risk for all conditions which are concealed from view at the time of the inspection or exist in any area excluded from inspection by the terms of this Agreement. If inspection is desired in any of the areas/items, systems or components listed in Exhibit 2, COMPANY suggests CLIENT contact an appropriate professional and/or government agency.

If COMPANY recommends consulting other appropriate professional(s), CLIENT may do so at CLIENT'S expense.

- Weather conditions limit the extent of the inspection. Snow cover and rain limit roof inspection and access. Snow cover also limits the inspection of landscaping, walks, driveways, grading and drainage. Dry conditions limit the ability to determine moisture, leakage, and seepage in the dwelling. Heating systems

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may not be tested during hot weather conditions. Cooling systems cannot be tested when the external temperature has fallen below 65° F within the preceding twenty-four hours.

7. The COMPANY will not operate any system or component that is shut down or otherwise inoperable, or one that does not respond to normal operating controls. The inspection does not include moving of personal items or any destructive testing or dismantling.
8. COMPANY does not perform any architectural or engineering inspections or services or opinions pertaining to the adequacy of any structural system or component; or inspections for the purpose of ascertaining compliance with any laws, codes or regulations.
9. Re-inspection of any component or area of the structure(s) due to weather restrictions, utility shut-off or any other reason is beyond the scope of this inspection. A re-inspection may be scheduled for a future time for an additional fee.
10. CLIENT understands COMPANY'S inspection and Inspection Report are in no way a guarantee or warranty, expressed or implied, regarding the future use, operability, habitability or suitability of the structure(s) or its components. All warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law.
11. The written report to be prepared by COMPANY shall be considered the final and exclusive findings of COMPANY of the property to be inspected in accordance with this Agreement. CLIENT understands and agrees that CLIENT will not rely on any oral statements made by the COMPANY, its agents, members or employees prior or following the issuance of the written Inspection Report. CLIENT further understands and agrees COMPANY reserves the right to modify the Inspection Report for a period of time not to exceed two business days after the Inspection Report has first been delivered to the CLIENT.
12. In providing the property inspection and inspection report, information about the THE PARTIES, real estate professional, and property will be collected and input into HomeGauge inspection software and services, which inspector uses to produce the inspection report. This information may include personally-identifiable information about THE PARTIES and real estate professional. This information may subsequently be used by the provider of HomeGauge, as set out in the HomeGauge Privacy Policy found at <https://www.HomeGauge.com/privacy.html>.
13. **LIMITATION ON LIABILITY:** It is agreed that the COMPANY assumes no liability for the cost of repair or replacement of defects or deficiencies arising from or related to items beyond the scope of the inspection. CLIENT acknowledges that the liability of COMPANY, its agents, members and employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the COMPANY'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the Inspection Report, shall be limited to liquidated damages in an

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amount equal to the fee paid to the COMPANY, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the structure(s). THE PARTIES acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the COMPANY and CLIENT; and (iii) to enable the COMPANY to perform the inspection at the stated fee.

CLIENT understands and agrees that any claim for failure to accurately report the visually discernible conditions at the subject property, shall be made in writing and reported to the COMPANY within ten business days of discovery. CLIENT further agrees that, with exception of emergency conditions, CLIENT or CLIENT'S agents, employees or independent contractors will make NO alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the COMPANY. CLIENT understands and agrees that any failure to notify the COMPANY as stated above shall constitute a waiver of any and all claims arising from or related to said failure to accurately report the condition in question.

14. **DISPUTE RESOLUTION:** In the event of any dispute relating to this Agreement, including but not limited to the issue of payment, the Parties agree to submit to binding arbitration before a single arbitrator to be selected by and between the Parties and in accordance with the rules of the American Arbitration Association For Construction Disputes, unless otherwise agreed. The initial cost of arbitration shall be evenly shared by and between the Parties, with the prevailing Party being entitled to reimbursement of same, along with reasonable attorney's fees and costs incurred in connection with said arbitration. The arbitration shall be conducted at a location mutually agreed to by and between the Parties.
15. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of COMPANY or its agents shall be binding unless reduced to writing and signed by COMPANY. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against COMPANY after one year from the date of the inspection.
16. **PAYMENT:** Unless alternative payment arrangements have been agreed to by THE PARTIES in a separate writing, payment of the fee to COMPANY (less any deposit noted above) is due upon completion of the on-site inspection. The written report will not be provided unless payment is received in full. The CLIENT agrees to pay all legal expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

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- 17. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.
- 18. This Agreement as not transferable or assignable.
- 19. At the request of the CLIENT, COMPANY shall exclude the following systems and components from the inspection:

Sample

The CLIENT acknowledges that they have read and understand the extent and limitations of the inspection and agree to all the limitations, terms and exclusions contained within this contract for the inspection of the property listed above.

Client Signature: _____ Date: _____

Client Signature: _____ Date: _____

Baseline Home Inspections, LLC: _____ Date: _____

Managing Member

Home Inspection Agreement

Exhibit 1: NH Home Inspection Standards

Home 603.02 Home Inspection Standards

- (a) When inspecting structural systems the home inspector shall inspect:
 - (1) The structural components including the foundation, framing, floor structure, wall structure, ceiling structure and roof structure;
 - (2) A representative number of structural components where deterioration is suspected or where clear indications of possible deterioration exist; and
 - (3) Probing shall not be required when probing would damage any finished surface or where no deterioration is visible or presumed to exist; and
 - (4) Report the methods used to inspect under-floor crawl spaces and attics.
- (b) When inspecting the structural systems the home inspector shall describe:
 - (1) The foundation;
 - (2) The floor structure;
 - (3) The wall structure;
 - (4) The ceiling structure; and
 - (5) The roof structure.
- (c) The home inspector shall not provide any engineering or architectural service or analysis unless qualified pursuant to RSA 310-A:201, IV.
- (d) When inspecting the exterior the home inspector shall inspect:
 - (1) Siding, flashing and trim;
 - (2) All exterior doors;
 - (3) Attached decks, balconies, stoops, steps, porches, and their associated railings;
 - (4) Eaves, soffits, and fascia where accessible from the ground level; and
 - (5) Entryway walkways, patios, driveways, vegetation, grading, surface drainage, and retaining walls which are likely to adversely affect the building.
- (e) When inspecting the exterior the home inspector shall describe the type of siding.
- (f) The home inspector shall not have to inspect:
 - (1) Screening, shutters, awnings, and similar seasonal accessories;
 - (2) Fences;
 - (3) Geological and/or soil conditions;
 - (4) Recreational facilities;
 - (5) Outbuildings or detached structures;
 - (6) Seawalls, break-walls, and docks; and
 - (7) Erosion control and earth stabilization measures.
- (g) When inspecting roof systems the home inspector shall inspect:
 - (1) Roofing materials;
 - (2) Roof drainage systems;
 - (3) Flashing; and
 - (4) Skylights, chimney exteriors, and roof penetrations.
- (h) When inspecting the roof systems the home inspector shall describe:
 - (1) Roofing materials;
 - (2) Roof drainage systems; and
 - (3) Chimney exteriors.
- (i) When inspecting the roof system the home inspector shall report the methods used to inspect the roofing.
- (j) The home inspector shall not have to inspect:
 - (1) Antennae;
 - (2) Interiors of flues or chimneys on or attached to the roof; and
 - (3) Other installed accessories.
- (k) When inspecting the plumbing system the home inspector shall inspect:

- (1) Interior water supply and distribution systems including all fixtures and faucets;
 - (2) Drain, waste and vent systems including all fixtures;
 - (3) Water heating equipment and hot water supply system;
 - (4) Vent systems;
 - (5) Fuel storage and fuel distribution systems within the structure; and
 - (6) Drainage sumps, sump pumps, and related piping.
- (l) When inspecting the plumbing system the home inspector shall describe:
- (1) Interior water supply and distribution systems;
 - (2) Drain, waste and vent systems;
 - (3) Water heating equipment and hot water supply system; and
 - (4) Fuel storage and distribution systems.
- (m) When inspecting the plumbing system the home inspector shall report the location of main water and main fuel shut-off valves.
- (n) The home inspector shall not have to inspect:
- (1) Clothes washing machine connections;
 - (2) Interiors of plumbing appliance flues or chimneys;
 - (3) Wells, well pumps, or water storage related equipment;
 - (4) Water conditioning systems;
 - (5) Solar water heating systems;
 - (6) Fire and lawn sprinkler systems;
 - (7) Private waste disposal and sewer ejector systems; and
 - (8) Automatic safety controls or manual stop valves.
- (o) The home inspector shall not have to determine:
- (1) Whether water supply and waste disposal systems are public or private; and
 - (2) Water supply quantity or quality.
- (p) When inspecting the electrical system the home inspector shall inspect:
- (1) Service drop;
 - (2) Service entrance conductors, cables, and raceways;
 - (3) Service equipment and main disconnects;
 - (4) Service grounding;
 - (5) Interior components of service panels and sub panels;
 - (6) Conductors;
 - (7) Overcurrent protection devices; and
 - (8) A representative number of installed lighting fixtures, switches, and receptacles.
- (q) When inspecting the electrical system the home inspector shall describe:
- (1) The amperage and voltage rating of the service;
 - (2) The location of main disconnects and sub panels;
 - (3) Wiring methods;
 - (4) Service grounding; and
 - (5) Over current protection devices.
- (r) When inspecting the electrical system the home inspector shall report:
- (1) Presence of solid conductor aluminum branch circuit wiring; and
 - (2) Absence of smoke detectors and ground fault circuit interrupters.
- (s) The home inspector shall not have to inspect:
- (1) Remote control devices;
 - (2) Alarm systems and components;
 - (3) Low voltage wiring systems and components;
 - (4) Ancillary wiring systems and components not a part of the primary electrical power distribution system within the house structure; and

- (5) Generators and their control and distribution systems.
- (t) The home inspector shall not measure amperage, voltage or impedance.
- (u) When inspecting the heating system the home inspector shall open readily accessible panels and inspect:
 - (1) Installed central heating system;
 - (2) Distribution system;
 - (3) Vent systems and chimney exteriors; and
 - (4) Fuel storage and distribution systems excluding propane tanks.
- (v) When inspecting the heating system the home inspector shall describe:
 - (1) Installed central heating system;
 - (2) Distribution system; and
 - (3) Vent systems.
- (w) When inspecting the heating system the home inspector shall report energy Source or Sources.
- (x) The home inspector shall not have to inspect:
 - (1) Interiors of heat Source flues or chimneys;
 - (2) Heat exchangers;
 - (3) Humidifiers or dehumidifiers;
 - (4) Electronic air filters;
 - (5) Solar space heating systems;
 - (6) Mechanical dampers; and
 - (7) Propane tanks.
- (y) The home inspector shall not have to determine heat supply adequacy or distribution balance.
- (z) When inspecting the air conditioning system the home inspector shall open readily accessible panels to inspect:
 - (1) Permanently installed central systems; and
 - (2) Distribution systems.
- (aa) When inspecting the air conditioning system the home inspector shall describe permanently installed central systems.
- (ab) The home inspector shall not have to:
 - (1) Inspect electronic air filters;
 - (2) Determine cooling supply adequacy or distribution balance;
 - (3) Inspect window or wall mounted air conditioning units; and
 - (4) Operate air conditioning systems when the conditions adversely affect the operation of the equipment.
- (ac) When inspecting the interior the home inspector shall inspect:
 - (1) Walls, ceilings, and floors;
 - (2) Steps, stairways, and railings;
 - (3) Countertops and a representative number of installed cabinets;
 - (4) Garage doors and garage door operators; and
 - (5) A representative number of windows and doors.
- (ad) The home inspector shall not have to inspect:
 - (1) Paint, wallpaper, and other finish treatments;
 - (2) Finished floor coverings;
 - (3) Window treatments;
 - (4) Central vacuum systems;
 - (5) Household appliances; and
 - (6) Recreational facilities.
- (ae) When inspecting the insulation and ventilation the home inspector shall inspect:
 - (1) Insulation in unfinished spaces;
 - (2) Ventilation of attics and foundation areas; and
 - (3) Mechanical ventilation systems.
- (af) When inspecting insulation and ventilation the home inspector shall describe:

- (1) Insulation in unfinished spaces; and
- (2) Ventilation of attics and foundation areas.
- (ag) When inspecting insulation and ventilation the home inspector shall report the absence of insulation in unfinished spaces at conditioned surfaces.
- (ah) The home inspector shall not have to:
 - (1) Disturb insulation;
 - (2) Identify types of insulation; and
 - (3) Inspect air-to-air exchangers or other similar systems.
- (ai) When inspecting fireplaces the home inspector shall inspect:
 - (1) Built-in fireplaces; and
 - (2) Chimney exterior and vents.
- (aj) When inspecting fireplaces the home inspector shall describe built-in fireplaces.
- (ak) The home inspector shall not have to inspect:
 - (1) Interiors of fireplace flues or chimneys;
 - (2) Fire screens and doors;
 - (3) Seals and gaskets;
 - (4) Automatic fuel feed devices;
 - (5) Mantles and fireplace surrounds;
 - (6) Combustion make-up air devices;
 - (7) Heat distribution assists, gravity fed and fan assisted;
 - (8) Solid fuel burning appliances; and
 - (9) Gas appliances.
- (al) The home inspector shall not have to:
 - (1) Determine draft characteristics; and
 - (2) Move fireplace inserts and stoves or firebox contents.
- (am) The home inspector shall not have to determine:
 - (1) Conditions of systems or components which are not readily accessible;
 - (2) Remaining life expectancy of any system or component;
 - (3) Strength, adequacy, effectiveness, or efficiency of any system or component;
 - (4) The causes of any condition or deficiency;
 - (5) Methods or materials necessary for corrections;
 - (6) The suitability of the property for any specialized use;
 - (7) Compliance with regulatory requirements including codes, regulations, laws, ordinances and manufacturers installation specifications;
 - (8) 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;
 - (9) The presence of any environmental hazards including, but not limited to toxins, carcinogens, noise, and contaminants in soil, water, and air;
 - (10) The effectiveness of any system installed or method utilized to control or remove suspected hazardous substances; and
 - (11) Soil conditions relating to geotechnical or hydrologic specialties.
- (an) Home inspectors shall not have to enter:
 - (1) 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; and
 - (2) Attics and under-floor crawl spaces which are not readily accessible.
- (ao) Home inspectors shall not have to inspect:
 - (1) Underground items including, but not limited to underground storage tanks or other underground indications of their presence, whether abandoned or active;
 - (2) Items that are not installed;

- (3) Installed decorative items;
 - (4) Items in areas that are not entered in accordance with Home 603.02 (ao) (1); *[believe correct ref. is 603.02 (an)]*
 - (5) Detached structures;
 - (6) Common elements or common areas in multi-unit housing, such as condominium properties or cooperative housing; and
 - (7) Interiors of multi-unit housing flues, vents, or chimneys.
- (ap) Home inspectors shall not be required to:
- (1) 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;
 - (2) Use a ladder;
 - (3) Describe or report on any system or component that is not included in these Standards and was not inspected;
 - (4) Move personal property, furniture, equipment, plants, soil, snow, ice, or debris;
 - (5) Dismantle any system or component, except as explicitly required by Home 600;
 - (6) Walk on roofs; and
 - (7) Operate sump pumps.
- (aq) Home inspectors shall not:
- (1) Report on market value of property or its marketability;
 - (2) Report on the advisability or inadvisability of the purchase of the property;
 - (3) Offer or perform additional inspectional services such as engineering, architectural, surveying, plumbing, electrical, pest control, or any other inspectional service requiring an occupational license and or registration in New Hampshire unless the inspector holds a valid registration and or occupational license, in which case he or she may inform the client that he or she is so registered/licensed, and is therefore qualified to go beyond this subdivision;
 - (4) Estimate or project the cost of repairs;
 - (5) Determine or verify property lines;
 - (6) Operate any system or component that is shut down or otherwise inoperable;
 - (7) Operate any system or component, which does not respond to normal operating controls;
 - (8) Predict future conditions and failure of systems or components;
 - (9) Project operating costs of systems or components;
 - (10) Evaluate acoustical characteristics of any system or component;
 - (11) Determine any basement or crawlspace water tightness; and
 - (12) Turn on or off any solid or liquid gas fuel burning device.
- (ar) The home inspector shall not have to perform any action or make any determination not specifically stated in these standards of practice.
- (as) Inspections performed in accordance with these standards of practice shall not have to identify concealed conditions, latent defects, or consequential damage or damages.

Building Code or Zoning Violations	Permit Research
Building value appraisal	ADA compliance
Repair cost estimates	System or component installation
Adequacy of efficiency of any system component	Prediction of life expectancy of any item
Latent or concealed defects	Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing
Termites or other Wood Destroying Organisms, rodents or other pests	Soil condition
Dry rot or fungus or the damage from or relating to Termites or other Wood Destroying Organisms, rodents or other pests	Asbestos, radon gas, lead paint, mold, urea formaldehyde, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites, Sick Building Syndrome or other environmental or health hazards
Spas	Hot tubs
Swimming pools	Saunas
Steam baths	Fountains or other types of or related systems or components
Water softener or purifiers	Private water or sewage systems
Seawalls, docks, davits, boat lifts or other marine equipment	Radio controlled devices
Telephone and cable television wiring and service	Automatic gates
Elevators, lifts, dumbwaiters	Thermostatic or time clock controls
Radiant heat systems	Furnace heat exchanger
Solar heating systems	Heat pump recovery units
Gas appliances such as fire pits, barbecues, heaters, lamps, and pool heaters	Main gas shut off valve
Gas leaks	Seismic or hurricane safety
Flood zone determination	Previous flood history
Property boundaries	Easements or right of way
Freestanding appliances and buildings and sheds	Security system
Fire safety	Sprinkler systems
Unique or technically complex systems or components	Personal property
Low voltage and landscape lighting systems	Proximity of railroad tracks or airplane routes
Odors & noise or any adverse condition that may affect the desirability of the property	Items specifically noted as excluded in the Inspection Report (see Home Inspection Agreement item 19).