

## INSPECTION AGREEMENT

**THIS IS A LEGALLY BINDING CONTRACT PLEASE READ IT CAREFULLY**

This Home Inspection Order Agreement ("Agreement") represents a binding contract between \_\_\_\_\_

("Client") and True North Home Inspections ("Company"), a local independently owned and operated business, for a Home Inspection of the dwelling located at \_\_\_\_\_.

1. Client requests a visual inspection of the structure identified at the above address by True North Home Inspections hereinafter collectively referred as the "Company" and Client hereby represents and warrants that all approvals necessary have been secured for the Company's entrance on to the property.
2. 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 every recommendation for repairs, maintenance, safety or further evaluation by a specialist. Furthermore, Client agrees that if such action is not undertaken and documented that the Company shall be held harmless for any subsequently alleged defects or deficiencies regarding that specific component/system or condition.
3. **CONFIDENTIAL REPORT:** 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 are as follows: (a) one copy may be provided to the current Seller (b) one copy may be provided to the Real Estate Agent directly representing Client and/or Client's lending institution for the use in the Client's transaction only. (c) one copy may be provided to the Attorney directly representing Client. **IN THE EVENT THAT ANYONE OR ANY ENTITY 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 and/or Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the Inspection Report, including, but not limited to, any claims caused by the alleged negligence, breach of contract, fraud, misrepresentation, or any other theory of liability of the company.
4. Company agrees to perform a limited visual inspection of the structure at the above address and to provide Client with a written opinion 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 Standards of Practice of the American Society of Home Inspectors (ASHI). A copy of these standards is attached to the Inspection Agreement
5. **SCOPE OF INSPECTION:** The inspection only includes those systems and components expressly and specifically identified in the inspection report. 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 by the Standards of Practice of the Washington Association of Building Inspectors (WABI) and/or by agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. In addition to the other LIMITATIONS provisions in this Agreement, Client agrees to assume all 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. Maintenance and other items may be discussed but will NOT form a part of the inspection report. The following areas/items, systems and components are among those NOT INCLUDED in the scope of inspection:

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/ Soil condition/ Termites or other Wood Destroying Organisms, rodents or other pests/ Dry rot or fungus or the damage from or relating to the preceding/ Synthetic Stucco/ Dryvit/ E.I.F.S. /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/ Boundaries/ Easements or right of way/ Freestanding appliances and buildings and sheds/ Security system/ Fire safety/ Sprinkler Systems/ Low voltage and landscape lighting systems/ Personal property/ Items specifically noted as excluded in the inspection report/ Odors & noise or any adverse condition that may affect the desirability of the property/ Proximity of railroad tracks or airplane routes/ Unique or technically complex systems or components.

If inspection is desired in any of the areas/items, systems or components listed above, then Client shall contact the appropriate professionals. (Some of the above items may be included in this inspection for additional fees-check with your inspector)

If your inspector recommends consulting other specialized experts, client **must do so at client's expense.**

6. **CLIENT UNDERSTANDS THAT THE INSPECTION AND THE INSPECTION REPORT DO NOT, IN ANY WAY, CONSTITUTE A/AN: (1) GUARANTEE, (2) WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (3) EXPRESS OR IMPLIED WARRANTY, OR (4) INSURANCE POLICY. ADDITIONALLY, NEITHER THE INSPECTION NOR THE INSPECTION REPORT IS SUITABLE FOR ANY REAL ESTATE TRANSFER DISCLOSURES THAT MAY BE REQUIRED BY LAW.**
7. The written report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure.

Client understands and agrees that Client will not rely on any oral statements made by the inspector prior or subsequent to 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 that shall not exceed two business days after the inspection report has first been delivered to the Client.

8. **LIMITATION ON LIABILITY:** It is agreed that the Company, its employees, officers, owners, and heirs, are not in anyway insurers of the property inspected and that payments for the inspection services provided herein are based solely upon the value of those services, and it is not the intention of the parties that the Company assume responsibility: (1) for any loss occasioned by malfeasance or misfeasance in the performance of the services under this Agreement, (2) for any loss or damage sustained through burglary, theft, robbery, fire or other cause, or (3) for any liability on the part of the Company by virtue of this Agreement or because of the relationship hereby established. If there shall, notwithstanding the above provision, at any time be, or arise, any liability on the part of the Company by virtue of this Agreement, or because of the relationship hereby established, whether due to the negligence, omission, breach of contract, misrepresentation of the Company or otherwise, such liability is, and shall be limited to, a sum equal to the price charged for the inspection service, which sum shall be paid and received as liquidated damages. Such liability is herein set forth as liquidated damages and not as a penalty, and this liability shall be complete and exclusive. **THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND ANY SUCH WARRANTY IS SPECIFICALLY EXCLUDED AND DISCLAIMED.**
9. **DISPUTES:** 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 inspector 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 Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.
10. **ARBITRATION:** It is agreed 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 or inspection report, shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the arbitrator appointed hereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. **CLIENT UNDERSTANDS AND AGREES THAT IN ANY SUCH ARBITRATION, ALL OF THE LIMITATIONS OF LIABILITY PROVISIONS OF THIS AGREEMENT SHALL APPLY.**
11. Any legal action, including the arbitration proceeding more specifically described above, including, but not limited to, those proceedings involving claims sounding in tort or contract, against the Company, or its officers, agents or employees, must be brought within one (1) year from the date of the inspection, or same will be deemed waived and forever barred. Time is expressly of the essence herein. This time period may be shorter than otherwise provided for by law. It is agreed and understood that the arbitrator, in rendering any decision above, is to apply the laws of the State of Florida.
12. **ATTORNEY'S FEES:** The prevailing party in any dispute arising out of this agreement, the inspection, or Report(s) shall be awarded all reasonable attorney's fees, arbitrator fees and other costs.
13. **Client understands and agrees that if he or she is not present at the time of the inspection or do not sign this Inspection Agreement that this Agreement will become part of the Inspection Report, and therefore delivery of the Inspection Report to the Client (by mail, in person or via internet) will constitute acceptance of ALL the terms and conditions of this Agreement.**
14. **SEVERABILITY:** If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in full force and effect between the parties.
15. **PAYMENT: Payment is expected at the end of the inspection.** A \$50.00 fee will be added to all returned checks.
16. **ENTIRE CONTRACT:** This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

HOME INSPECTION FEE: \_\_\_\_\_ TOTAL FEE: \_\_\_\_\_

**I have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed above.**

**Dated** \_\_\_\_\_ **Signature of Client** \_\_\_\_\_  
(One signature binds all)

**Printed Name of Client:** \_\_\_\_\_

Dated \_\_\_\_\_ For the Company: Keven W. Swartz (Owner, Inspector)

## **ASHI® Standards of Practice**

### **1. INTRODUCTION**

The American Society of Home Inspectors (ASHI) is a not-for-profit professional society established in 1976. Membership in ASHI is voluntary and its members include private, fee-paid home inspectors. ASHI's objectives include promotion of excellence within the profession and continual improvement of its members' inspection services to the public.

### **2. PURPOSE AND SCOPE**

2.1 The purpose of these Standards of Practice is to establish a minimum and uniform standard for private, fee-paid home inspectors who are members of the American Society of Home Inspectors.

Home Inspections performed to these Standards of Practice are intended to provide the client with information regarding the condition of the systems and components of the home as inspected at the time of the Home Inspection.

2.2 The inspector shall:

A. inspect:

1. readily accessible systems and components of homes listed in these Standards of Practice.
2. installed systems and components of homes listed in these Standards of Practice.

B. report:

1. on those systems and components inspected which, in the professional opinion of the inspector, are significantly deficient or are near the end of their service lives.
2. a reason why, if not self-evident, the system or component is significantly deficient or near the end of its service life.
3. the inspector's recommendations to correct or monitor the reported deficiency.
4. on any systems and components designated for inspection in these Standards of Practice which were present at the time of the Home Inspection but were not inspected and a reason they were not inspected.

2.3 These Standards of Practice are not intended to limit inspectors from:

A. including other inspection services, systems or components in addition to those required by these Standards of Practice, 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:

A. inspect:

1. the structural components including foundation and framing.
2. 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.

B. describe:

1. the foundation and report the methods used to inspect the under-floor crawl space.
2. the floor structure.
3. the wall structure.
4. the ceiling structure.
5. the roof structure and report the methods used to inspect the attic.

3.2 The inspector is NOT required to:

- A. provide any engineering service or architectural service.
- B. offer an opinion as to the adequacy of any structural system or component.

### **4. EXTERIOR**

4.1 The inspector shall:

A. inspect:

1. the exterior wall covering, flashing and trim.
2. all exterior doors.
3. attached decks, balconies, stoops, steps, porches, and their associated railings.
4. the eaves, soffits, and fascias where accessible from the ground level.
5. the vegetation, grading, surface drainage, and retaining walls on the property when any of these are likely to adversely affect the building.
6. walkways, patios, and driveways leading to dwelling entrances.

B. describe the exterior wall covering.

4.2 The inspector is NOT required to:

A. inspect:

1. screenings, shutters, awnings, and similar seasonal accessories.
2. fences.
3. geological, geotechnical or hydrological conditions.
4. recreational facilities.

5. outbuildings.
6. seawalls, break-walls, and docks.
7. erosion control and earth stabilization measures.

## **5. ROOF SYSTEM**

5.1 The inspector shall:

A. inspect:

1. the roof covering.
2. the roof drainage systems.
3. the flashings.
4. the skylights, chimneys, and roof penetrations.

B. describe the roof covering and report the methods used to inspect the roof.

5.2 The inspector is NOT required to:

A. inspect:

1. antennae.
2. interiors of flues or chimneys which are not readily accessible.
3. other installed accessories.

## **6. PLUMBING SYSTEM**

6.1 The inspector shall:

A. inspect:

1. the interior water supply and distribution systems including all fixtures and faucets.
2. the drain, waste and vent systems including all fixtures.
3. the water heating equipment.
4. the vent systems, flues, and chimneys.
5. the fuel storage and fuel distribution systems.
6. the drainage sumps, sump pumps, and related piping.

B. describe:

1. the water supply, drain, waste, and vent piping materials.
2. the water heating equipment including the energy source.
3. the location of main water and main fuel shutoff valves.

6.2 The inspector is NOT required to:

A. inspect:

1. the clothes washing machine connections.
2. the interiors of flues or chimneys which are not readily accessible.
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 systems.

B. determine:

1. whether water supply and waste disposal systems are public or private.
2. the quantity or quality of the water supply. operate safety valves or shut-off valves.

## **7. ELECTRICAL SYSTEM**

7.1 The inspector shall:

A. inspect:

1. the service drop.
2. the service entrance conductors, cables, and raceways.
3. the service equipment and main disconnects.
4. the service grounding.
5. the interior components of service panels and sub panels.
6. the conductors.
7. the overcurrent protection devices.
8. a representative number of installed lighting fixtures, switches, and receptacles.
9. the ground fault circuit interrupters.

B. describe:

1. the amperage and voltage rating of the service.
2. the location of main disconnect(s) and sub panels.
3. the wiring methods.

C. report:

1. on the presence of solid conductor aluminum branch circuit wiring.
2. on the absence of smoke detectors.

7.2 The inspector is NOT required to:

A. inspect:

1. the remote control devices unless the device is the only control device.
  2. the alarm systems and components.
  3. the low voltage wiring, systems and components.
  4. the ancillary wiring, systems and components not a part of the primary electrical power distribution system.
- B. measure amperage, voltage, or impedance.

## **8. HEATING SYSTEM**

8.1 The inspector shall:

A. inspect:

1. the installed heating equipment.
2. the vent systems, flues, and chimneys.

B. describe:

1. the energy source.
2. the heating method by its distinguishing characteristics.

8.2 The inspector is NOT required to:

A. inspect:

1. the interiors of flues or chimneys which are not readily accessible.
2. the heat exchanger.
3. the humidifier or dehumidifier.
4. the electronic air filter.
5. the solar space heating system.

B. determine heat supply adequacy or distribution balance.

## **9. AIR CONDITIONING SYSTEMS**

9.1 The inspector shall:

A. inspect the installed central and through-wall cooling equipment.

B. describe:

1. the energy source
2. the cooling method by its distinguishing characteristics.

9.2 The inspector is NOT required to:

A. inspect electronic air filters.

B. determine cooling supply adequacy or distribution balance.

## **10. INTERIOR**

10.1 The inspector shall:

A. inspect:

1. the walls, ceilings, and floors.
2. the steps, stairways, and railings.
3. the countertops and a representative number of installed cabinets.
4. a representative number of doors and windows.
5. garage doors and garage door operators.

10.2 The inspector is NOT required to:

A. inspect:

1. the paint, wallpaper, and other finish treatments.
2. the carpeting.
3. the window treatments.
4. the central vacuum systems.
5. the household appliances.
6. recreational facilities.

## **11. INSULATION AND VENTILATION**

11.1 The inspector shall:

A. inspect:

1. the insulation and vapor retarders in unfinished spaces.
2. the ventilation of attics and foundation areas.
3. the mechanical ventilation systems.

B. describe:

1. the insulation and vapor retarders in unfinished spaces.
2. the absence of insulation in unfinished spaces at conditioned surfaces.

11.2 The inspector is NOT required to:

A. disturb insulation or vapor retarders.

B. determine indoor air quality.

## **12. FIREPLACES AND SOLID FUEL BURNING APPLIANCES**

12.1 The inspector shall:

A. inspect:

1. the system components.
  2. the vent systems, flues, and chimneys.
- B. describe:**
1. the fireplaces and solid fuel burning appliances.
  2. the chimneys.
- 12.2 The inspector is NOT required to:
- A. inspect:**
1. the interiors of flues or chimneys.
  2. the firescreens and doors.
  3. the seals and gaskets.
  4. the automatic fuel feed devices.
  5. the mantels and fireplace surrounds.
  6. the combustion make-up air devices.
  7. the heat distribution assists whether gravity controlled or fan assisted.
- B. ignite or extinguish fires.**
- C. determine draft characteristics.**
- move fireplace inserts or stoves or firebox contents.

### **13. GENERAL LIMITATIONS AND EXCLUSIONS**

#### **13.1 General limitations:**

**A.** Inspections performed in accordance with these Standards of Practice

1. are not technically exhaustive.
2. will not identify concealed conditions or latent defects.

**B.** These Standards of Practice are applicable to buildings with four or fewer dwelling units and their garages or carports.

#### **13.2 General exclusions:**

The inspector is not required to perform any action or make any determination unless specifically stated in these Standards of Practice, except as may be required by lawful authority.

**B.** Inspectors are NOT required to determine:

1. the condition of systems or components which are not readily accessible.
  2. the remaining life of any system or component.
  3. the strength, adequacy, effectiveness, or efficiency of any system or component.
  4. the causes of any condition or deficiency.
  5. the methods, materials, or costs of corrections.
  6. future conditions including, but not limited to, failure of systems and components.
  7. the suitability of the property for any specialized use.
  8. compliance with regulatory requirements (codes, regulations, laws, ordinances, etc.).
  9. the market value of the property or its marketability.
  10. the advisability of the purchase of the property.
  11. the presence of potentially hazardous plants or animals including, but not limited to wood destroying organisms or diseases harmful to humans.
  12. the presence of any environmental hazards including, but not limited to toxins, carcinogens, noise, and contaminants in soil, water, and air.
  13. the effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances.
  14. the operating costs of systems or components.
  15. the acoustical properties of any system or component.
- C.** Inspectors are NOT required to offer:
1. or perform any act or service contrary to law.
  2. or perform engineering services.
  3. or perform work in any trade or any professional service other than home inspection.
  4. warranties or guarantees of any kind.
- D.** Inspectors are NOT required to operate:
1. any system or component which is shut down or otherwise inoperable.
  2. any system or component which does not respond to normal operating controls.
  3. shut-off valves.
- E.** Inspectors are NOT required to enter:
1. any area which 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. the under-floor crawl spaces or attics which are not readily accessible.
- F.** Inspectors are NOT required 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. systems or components which are not installed.
  3. decorative items.
  4. systems or components located in areas that are not entered in accordance with these Standards of Practice.
  5. detached structures other than garages and carports.
  6. common elements or common areas in multiunit housing, such as condominium properties or cooperative housing.
- G.** Inspectors are NOT required to:
1. perform any procedure or operation which 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. move suspended ceiling tiles, personal property, furniture, equipment, plants, soil, snow, ice, or debris.
  3. dismantle any system or component, except as explicitly required by these Standards of Practice.

### **Glossary of Terms**

**Alarm Systems:** Warning devices, installed or free-standing, including but not limited to: carbon monoxide detectors, flue gas and other spillage detectors, security equipment, ejector pumps and smoke alarms

**Architectural Service:** Any practice involving the art and science of building design for construction of any structure or grouping of structures and the use of space within and surrounding the structures or the design for construction, including but not specifically limited to, schematic design, design development, preparation of construction contract documents, and administration of the construction contract

**Component:** A part of a system

**Decorative:** Ornamental; not required for the operation of the essential systems and components of a home

**Describe:** To report a system or component by its type or other observed, significant characteristics to distinguish it from other systems or components

**Dismantle:** To take apart or remove any component, device or piece of equipment that would not be taken apart or removed by a homeowner in the course of normal and routine home owner maintenance

**Engineering Service:** Any professional service or creative work requiring engineering education, training, and experience and the application of special knowledge of the mathematical, physical and engineering sciences to such professional service or creative work a consultation, investigation, evaluation, planning, design and supervision of construction for the purpose of assuring compliance with the specifications and design, in conjunction with structures, buildings, machines, equipment, works or processes

**Further Evaluation:** Examination and analysis by a qualified professional, tradesman or service technician beyond that provided by the home inspection

**Home Inspection:** The process by which an inspector visually examines the readily accessible systems and components of a home and which describes those systems and components in accordance with these Standards of Practice

**Household Appliances:** Kitchen, laundry, and similar appliances, whether installed or free-standing

**Inspect:** To examine readily accessible systems and components of a building in accordance with these Standards of Practice, using normal operating controls and opening readily openable access panels

**Inspector:** A person hired to examine any system or component of a building in accordance with these Standards of Practice

**Installed:** Attached such that removal requires tools

**Normal Operating Controls:** Devices such as thermostats, switches or valves intended to be operated by the homeowner

**Readily Accessible:** Available for visual inspection without requiring moving of personal property, dismantling, destructive measures, or any action which will likely involve risk to persons or property

**Readily Openable Access Panel:** A panel provided for homeowner inspection and maintenance that is within normal reach, can be removed by one person, and is not sealed in place

**Recreational Facilities:** Spas, saunas, steam baths, swimming pools, exercise, entertainment, athletic, playground or other similar equipment and associated accessories

**Report:** To communicate in writing

**Representative Number:** One component per room for multiple similar interior components such as windows and electric outlets; one component on each side of the building for multiple similar exterior components

**Roof Drainage Systems:** Components used to carry water off a roof and away from a building

**Significantly Deficient:** Unsafe or not functioning

**Shut Down:** A state in which a system or component cannot be operated by normal operating controls

**Solid Fuel Burning Appliances:** A hearth and fire chamber or similar prepared place in which a fire may be built and which is built in conjunction with a chimney; or a listed assembly of a fire chamber, its chimney and related factory-made parts designed for unit assembly without requiring field construction

**Structural Component:** A component that supports non-variable forces or weights (dead loads) and variable forces or weights (live loads)

**System:** A combination of interacting or interdependent components, assembled to carry out one or more functions

**Technically Exhaustive:** An investigation that involves dismantling, the extensive use of advanced techniques, measurements, instruments, testing, calculations, or other means

**Under-floor Crawl Space:** The area within the confines of the foundation and between the ground and the underside of the floor

**Unsafe:** A condition in a readily accessible, installed system or component which is judged to be a significant risk of personal injury during normal, day-to-day use. The risk may be due to damage, deterioration, improper installation or a change in accepted residential construction standards

**Wiring Methods:** Identification of electrical conductors or wires by their general type, such as "nonmetallic sheathed cable" ("Romex"), "armored cable" ("BX") or "knob and tube", etc.

### **ASHI® Code of Ethics For the Home Inspection Profession**

Integrity, honesty, and objectivity are fundamental principles embodied by this Code, which sets forth obligations of ethical conduct for the home inspection profession. The Membership of ASHI has adopted this Code to provide high ethical standards to safeguard the public and the profession.

Inspectors shall comply with this Code, shall avoid association with any enterprise whose practices violate this Code, and shall strive to uphold, maintain, and improve the integrity, reputation, and practice of the home inspection profession.

1. Inspectors shall avoid conflicts of interest or activities that compromise, or appear to compromise, professional independence, objectivity, or inspection integrity.

A. Inspectors shall not inspect properties for compensation in which they have, or expect to have, a financial interest.

B. Inspectors shall not inspect properties under contingent arrangements whereby any compensation or future referrals are dependent on reported findings or on the sale of a property.

C. Inspectors shall not directly or indirectly compensate realty agents, or other parties having a financial interest in closing or settlement of real estate transactions, for the referral of inspections or for inclusion on a list of recommended inspectors, preferred providers, or similar arrangements.

D. Inspectors shall not receive compensation for an inspection from more than one party unless agreed to by the client(s).

E. Inspectors shall not accept compensation, directly or indirectly, for recommending contractors, services, or products to inspection clients or other parties having an interest in inspected properties.

F. Inspectors shall not repair, replace, or upgrade, for compensation, systems or components covered by ASHI Standards of Practice, for one year after the inspection.

2. Inspectors shall act in good faith toward each client and other interested parties.

A. Inspectors shall perform services and express opinions based on genuine conviction and only within their areas of education, training, or experience.

B. Inspectors shall be objective in their reporting and not knowingly understate or overstate the significance of reported conditions.

C. Inspectors shall not disclose inspection results or client information without client approval. Inspectors, at their discretion, may disclose observed immediate safety hazards to occupants exposed to such hazards, when feasible.