

New Construction Inspection Contract

NAME OF CLIENT	DATE	FILE #
CLIENT ADDRESS	CITY	ZIPCODE
PHONE NUMBER	FAX NUMBER	
EMAIL ADDRESS	INSPECTION TYPE	
INSPECTION ADDRESS	CITY	ZIPCODE
BUILDER	SUPER ATTENDENT	
PHONE NUMBER	SUBDIVISION	MODEL

THIS CONTRACT LIMITS LIABILITY - PLEASE READ CAREFULLY

Hereafter, "Client" refers to the above named client / purchaser of the inspection report, "Inspector" refers to .

Scope of New Construction Services

A New Construction Inspection is intended to provide a review of the building systems as they are constructed. This is a phased construction inspection that visually examines the building under construction at five separate milestone events. These inspections evaluate the quality, workmanship and execution of the design and construction. This inspection does not review the design features, detailing, dimensions or layout. The milestone events are:

- Foundation Phase Foundation layout, footings, perimeter walls, rebar, supports and materials
- Rough Framing Phase Framing layout, connections, materials and execution
- Utility Rough-In Phase Utility Layout, coordination of utilities, sizing, materials and execution
- Pre-Drywall Phase Insulation, utility connections, coordination of utilities, appliance and cabinetry
- Pre-Construction Phase Punch list development

Note: Pre-Construction Phase does not take the place of the final Inspection. will not perform the Final complete Inspection due to its subjective nature – wall colors, trim patterns, and cosmetic details tend to be the focus of this inspection. These details should be reviewed and approved in advance with the Architect / Builder.

A written report will be issued within 72 hours of the completion of each milestone inspection. The report will include written documentation of issues found, as well as photographs to clarify selected issues. The report will be sent to the Client only.

The "New Construction Inspection" identifies general conditions affecting the property. Inspection is limited to readily accessible components, which are accessible at the time off the inspection. Trained inspectors who are knowledgeable in a variety of Areas perform the "New Construction Inspection". However, they are not "experts" in every field. If an "expert analysis is desired contact for further information. Other limitations that may affect the inspection include, but are not limited to, adverse weather conditions and on-site accessibility. This inspection is not intended to be a "Code Compliance" inspection. Code compliance is the responsibility of the Architect and/or builder.

Client is informed that the inspections are the opinion of the inspector, subject to the qualifications of the inspector and characteristics of the site inspected. shall not be held liable for information from others, including but not limited to, the age and size of the building, presence or performance of private sewage systems, and building permits. Structural Design and Pest Infestation reporting are not included in this report. Client should consult with a qualified Structural Design or Pest Control Applicator for those additional services.

Other items not included are: tenant equipment, any type of environmental issues (I.E Chlordane, Radon, Asbestos, Electromagnetic Fields, ect) Phase One Environmental Studies, geological hazards, engineering evaluations, concealed floor cracks, zoning information, easements, condition of title, concealed roofing membrane integrity, underground components, common areas in planned communities, timers, clocks thermostats, safety device operation, lawn / fire sprinklers, detached structures, fencing, low voltage components, radiant heat performance, solar heating components, performance of appliances, product recalls or other such notices, and any area(s) not visible and accessible to the inspector at the time of inspection which would otherwise be included. Other limitations may be described in the written report provided to Client.

Additional Services are available upon request for the purpose of obtaining specific additional information not included in the “New Construction Inspection” report. See attached list for additional services provided by this and other companies.

Scheduling

It is the Client’s responsibility to ensure that each phase of the inspection is performed at the appropriate time. The Client should contact the Builder to coordinate the activities on-site in preparation for each milestone event. The site should be prepared and accessible, all portions of the work to be inspected should be visible , materials available, any variance from design / construction or Code certified by the appropriate party, all of which should be available for review. Advance notification of each milestone event should be no less than seven (7) calendar days, To schedule a milestone inspection, call at during normal business hours. Cancellation of these inspections can be accomplished no less than 48 hours prior to the scheduled appointment, without incurring cancellation fees. If any scheduled appointment, a cancellation fee will be charged. Cancellation fees are \$200 each.

Right of Entry

Client warrants that may have access to enter and inspect the property at any time to review the ongoing construction activities. No area or component of the construction will be restricted or unavailable.

Use of Report

The written report is considered confidential to the client named above. distributes no additional copies other than one certified copy to the client. Distribution of this report to others is at the sole risk of the client, and shall not be liable to third parties as a result of such distributions.

Limits of Liability

NO WARRANTY OF FITNESS OR MERCHANTABILITY IS IMPLIED OR INTENDED WITH THE ISSUANCE OF THIS INSPECTION REPORT. Your purchase of this “New Construction Inspection” report will ultimately reduce some risk in new construction activities, but it cannot eliminate risk altogether. Other disclosures by qualified and competent individuals, as well as studies by can help further reduce your risk from construction. If a component of the building(s) inspected by is reported as requiring replacement or repair after the inspection, and Client questions the accuracy or adequacy of the report, Client will inform and allow to re-inspect the component before Client replaces the component. If Client repairs or replaces the item before has had the opportunity to re-inspect it, is absolved of all responsibility for the repair or replacement of that component.

All parties agree that the sole remedy for any dispute involving the inspection report or contract shall be through the procedures as described and offered by the American Arbitration Association per Construction Industry Arbitration. The liability of shall in no case exceed the cost of the relevant milestone inspection (\$.00)

If no arbitration proceeding is initiated by either parties to this Contract within one year of the final report, the failure to initiate the arbitration proceedings will be considered conclusive evidence that the parties are satisfied that each has properly and completely performed their obligations under this Contract.

Legal Fees and Other Expenses

If either party makes a claim against the other for any error, omission or other action arising out of the work performed under this contract and fails to prove all aspects of such a claim, the party making the claim will pay all attorney / solicitor fees, arbitration fees, office expenses and cost incurred in the defense of the claim. Client agrees to pay all of 's cost, legal fees and expenses incurred in collecting unpaid fees, or for any returned check tendered by Client, or any denied credit card charges.

Payment

The New Construction Inspection fee includes all (5) five milestone inspections. The total fee for the entire New Construction Inspection is \$.00. Each milestone inspection fee (\$.00) will be due upon receipt of the report for each milestone inspection. Delinquent payments are subject to 1.5% monthly service charge until paid. Client to pay all cost for collection of past due accounts, including attorney's fees, employee labor and time in court.

Additional Services

Additional services are available on an "as needed" basis, as required by the Client. The services for the New Construction Inspections include all photography, evaluation and documentation required for that inspection activity. Additional services are available, typically based upon an hourly rate of \$125.00 per hour. This fee includes any time for additional documentation, research, drawing reviews, telephonic communication, report writing, payment request review, and ongoing photographic documentation of the construction process. The Client is responsible for initiating and implementing additional services, as necessary. is not responsible for the inclusion of any additional services that might have an impact on the performance of the work.

Additional services do not include construction management or supervision of the work in process, supervision or management of crews and activities occurring on site, or the coordination, supervision or management of contractors, sub contractors or design professionals.

Additional services can be initiated at any time upon mutual agreement of the terms and conditions between Client and . No additional services will be provided until an amendment to this contract is signed and received by , outlining all terms and conditions of those services. Fees for Additional Services are due upon receipt of invoice, typically at the end of each month. All conditions and terms of this contract are also in force for any Additional Services, unless stated otherwise in the Amendment for Additional Services.

Client hereby request a "New Construction Inspection" of the residence at the above address in full understanding and acceptance that the total liability of and/or inspector for mistakes, errors or omissions in this inspection shall be limited to the fee for each milestone inspection, except as otherwise provided by law. I warrant that I read the agreement carefully. I understand the content and agree to be bound by the terms of this contract.

Offered by:

_____ Date: _____

Accepted by:

Client Signature: _____ Date: _____

Printed Name: _____

Address: _____