

**This Information and Agreement is a part of and an addendum to your Home Inspection Report.**

**THIS INSPECTION REFLECTS TODAY'S VISIBLE CONDITION ONLY.**



**Towne & Country Building Inspection, Inc.**  
Office (414) 228-6573  
Fax (414) 352-6656

**(Please read this entire agreement)**

This agreement is made and entered into by and between Towne & Country Building Inspection, Inc. referred to as "Inspector", and \_\_\_\_\_, referred to as "Client".

In Consideration of the promise and terms of this Agreement, the parties agree as follows:  PayPal Service Fee \$3%

The client will pay the sum of \$\_\_\_\_\_ for the inspection of the "Property", being the residence, garage or carport, if applicable, located at \_\_\_\_\_ Radon Sampling \_\_\_\_\_

1. \* It is understood and agreed that the inspector will perform a **Visual inspection** and prepare a written report of the apparent condition of the readily accessible installed systems and a components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. Please read the COMMENTS printed on each page of the report. Please contact the inspector for an explanation of any aspect of the report, written or printed, which you do not fully understand.

2. \* Any agreed discounts and/or coupons used to lower the standard fee charged for a home inspection, radon monitoring or other services are void if payment is not received in-full at the time of services rendered, or as otherwise agreed to in writing. This also includes partial payment on amounts due, and retroactively if check's are returned as un-payable for any reason. A \$15.00 service fee in-addition to a \$25.00 bank funds fee charge reimbursement will be due, in the event a check payment is returned as un-payable from the bank.

3. \* The parties agree that the **State of Wisconsin Standards of Practice: Chapter RL134 (the "Standards")** shall define the duty and the conditions, limitations, and exclusions of the inspection and is incorporated by reference herein. A copy of the standards is on the reverse side of the contract page.  
X \_\_\_\_\_  
Initials/Agreed

4. \* The inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. Refer to the reverse side of this Agreement for a list of systems, items and conditions which are not included in this inspection.

5. \* The parties agree and understand the inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. **INSPECTOR MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, SYSTEM, OR REMAINING FUTURE USEFUL LIFE FOR ITEMS INSPECTED. THIS INSPECTION REFLECTS TODAY'S VISIBLE CONDITION ONLY; THIS VISUAL INSPECTION OF APPARENT CONDITIONS REFLECTS THE "MOMENT IN TIME", OF THE INSPECTION ONLY, NOT BEFORE, NOR LATER IN THE DAY, NOT TOMORROW, NOR IN THE FUTURE. THIS REPORT DOES NOT PREDICT THE FUTURE AS CONDITIONS ARE SUBJECT TO CHANGE AT ANY TIME.**

**Your HOME INSPECTION REPORT is NOT a SEAL of APPROVAL OR DISAPPROVAL.**

6. \* This Agreement, including the terms and conditions of the reverse side, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. If client is married, Client represents that this obligation is a family obligation incurred in the interest of the family. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the Client. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

7. \* If you desire additional advice, opinions or expert consultation, we encourage you to do so; which includes structural professional engineers, basement inspectors, electrician's, plumbers, building repair trades.

8. \* Client has read this entire Agreement and accepts and understands this Agreement, has had sufficient time to review, and accepts and understands this Agreement as hereby acknowledged:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Client agrees to release a copy of this Home Inspection and or Radon report to Realtor/Agent & Seller: INITIALS: Yes \_\_\_\_\_ No \_\_\_\_\_

Towne & Country Building Inspection, Inc. (Inspector)

By: **Scot W. McLean**, as Agent Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Reference Number: \_\_\_\_\_

We always welcome and encourage a multi-disciplinary evaluation approach. Do not hesitate to seek expert contractor-trade (licensed) professionals, Chimney Sweeps, Independent Basement Inspectors, Professional Engineer (P.E.) or Registered Architect to examine and evaluate any area, space, system or component for which more information, data or opinion is desired.

\* **READ Reverse/Back Side for ADDITIONAL INCLUSIVE LIMITATIONS TERMS & CONDITIONS.**

♦ **NOTE:** Limited access / inaccessible / blind areas, surfaces, interiors, spaces and components, have a **limited or no inspection**; these may include crawl-spaces attics, soffited-coffered areas, roof surfaces, chimney-flues-caps-tops & flashings, basement areas & cellars, heat exchangers, bath/shower floor pans / surrounds, damaged/broken access hardware or screwed-nailed-adhered, locked, painted-shut "sealed" or resistive to normal functioning access panel, grate, scuttle, hatch, or doors, are **not** opened, accessed, entered or inspected.

1 ♦ The inspection of systems, items and conditions which are NOT within the scope of this inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable material, other environmental (mold/mildew) hazards, pest infestation, security and fire protection systems, household appliances, humidifiers, paint, wallpaper and other treatments to windows, interior walls, ceilings and floors, recreational equipment or facilities, underground storage tanks, energy efficiency measurements, concealed or private security systems, water wells, heating systems accessories, solar heating systems, sprinkler systems, water softener, central vacuum systems, telephone, intercom or cable TV systems, antennas, lightning arrestors, trees or plants, governing codes, spas/whirlpools/sauna ordinances, statues and covenants. Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions and the Remark section of the written report are informational only and DO NOT represent an inspection. During the inspection, maintenance or there items may be discussed, but they are not part of the inspection.

2 ♦ The inspection and all reports are performed and prepared for the sole and exclusive use of the client. No other person or entity may rely on this report from this Agreement. In the event that any person/entity not a party to arising out of the services performed by the inspector under this Agreement, the Client agree to indemnify, defend and hold harmless the inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.

3 ♦ The parties understand and agree that the inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future, or any property damage, consequential damage or bodily injury of any nature. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the inspector was not in the condition reported by the inspector, the Client agrees to notify the inspector at least **72 hours** prior to repairing or replacing such system or component (The inspector reserves the right to reinspect measure and sample as needed, during this period). The Client further agrees that the inspector is liable only if there has been a **complete failure** to follow the State of Wisconsin Standards of Practice; Chapter RL134 , and that if the repair or replacement is done without giving the inspector the required notice, that the inspector will have no liability to the Client.

4 ♦ Dispute Controversy Resolution Forum. Inspector and Client (and any other person claiming to have relied upon the inspection report) specifically agree that any controversy or claim arising out of or relating to the inspection under this contract, or breach thereof, shall be resolved exclusively by arbitration in accordance with the Wisconsin Association of Home Inspectors (WAHI) Dispute Resolution Program, as in effect on the date such controversy or claim arises, which is currently administered by Resolute Systems, Inc. subject to the applicable Wisconsin Statutes and the Administrative Rules. Client retains the right to report home inspection problems to the Wisconsin Department of regulation and Licensing. Information about the WAHI Dispute Resolution Program, including costs, fees, Rules and Procedures are available through:

**Resolute Systems, Inc.**  
1550 North Prospect Avenue, Milwaukee, WI 53202  
Phone: (414) 276-4774, ext. 124 Toll-free: (800) 776-6060, ext. 124 Fax: (414) 270-0932  
Email Address: info@ResoluteSystems.com

13 ♦ If the Client feels that there was some deficiency or flaw in the inspection, he shall contact the Inspector and meet at the property. The purpose of this meeting is to discuss the problem and to allow the Inspector a chance to observe the problem firsthand, as it was discovered, without alteration or repair. **If you have a problem with the inspection, call the Inspector right away.** It is also agreed, that legal fees and associated costs incurred by Towne & Country Building Inspection, Inc. in the upholding of the agreed use of arbitration as noted herein, shall be paid by client as reimbursement prior to any arbitration hearing or settlement, and are subject to normal collection and judgment actions.

### Report Conditions/Definitions

**Apparent Visible Condition:** Systems and components are rated as follows:

- ♦ **Inspected:** Indicates that the component is functionally consistent with its original purpose, but may show signs of wear, tear and deterioration.
- ♦ **Older/Worn:** Indicates that the component needs repair now, or may require maintenance, repair or replacement anytime within the next five (5) years.
- ♦ **Monitor:** Indicates that the homeowner should regularly assess the component condition, because the condition may change anytime within the next five (5) years, and require maintenance, repair or replacement.
- ♦ **Maintenance:**  
**Review For Maintenance Needs:** Indicates the component requires periodic repair or upkeep that is generally expected and typical for homes of this age and type. An Inspection Report is not a comprehensive list of every maintenance need, but rather a general overview/ sampling with limitations as defined by Wisconsin State Standards, The Home Inspection Contract, and this Inspection Report. Items noted as having maintenance needs require further evaluation by a qualified professional/expert to determine the scope of the work as part of the process of your purchasing decision as time is of the essence.
- Suggest further Evaluation:** Indicates the components requires further evaluation, testing, and/or inspection by a qualified professional who specializes in the field related to the component and following that specialist's expert recommendations. The Client should consult a licensed real estate agent/attorney involved in the transaction with questions regarding time requirements or constraints set forth within the offer to purchase agreements. time is of the essence.

DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Initials \_\_\_\_\_ Rev. 09/08



**Towne & Country Building Inspection, Inc.**

333 W. Brown Deer Rd., #117  
Milwaukee, WI 53217

Office (414) 228-6573

**General Comments & Suggestions**

● As a new owner, monitor any need for improvements to water deflection system function. Consider, adding downspouts at most gutter ends, in and out side corners, around doorways and stoops, mid-section in long gutter lengths, connect downspouts directly from upper roof line to ground level. Generally, downspout runoff water should not flow on top of roofing materials, finished / wall surfaces or to the foundation areas.

● Some re-grading is often needed, at 5" –up, and 5' away creating a deflective sloped pitch from the structure. Brown Soil, consisting of half clay and half topsoil is among the best materials. Often a window well or well extension for height may be needed or added.

● Know and understand that under certain and commonly occurring weather and/or saturated water hydrostatic pressure / expansive soil conditions, foundations and basement walls may seep and/or leak. This occurrence can lead to foundation and wall movement(s) as well as mold/mildew issues.

● Note – It will be the new home-owners' responsibility to preserve, maintain, and take care to avoid all humidity, moisture condensation, water/ice ware/damage, saturation and penetration issues. The Home Owner is responsible to control, deflect and divert roof and bulk surface water away from foundation areas, finished surfaces – the walls, walks, stoops, driveways, patios, porches, decking, balconies, etc..., as well as controlling interior humidity. Building and basement structures are not impermeable, and are very vulnerable to water action, wear, tear and seepage; issues.

● Suggest you inquire directly as to any known mold problems & / or water intrusion, ice dam – repairs damage, events or other conditions which might provide an environment conducive to mold growth & / or basement other structural issues, in the past or currently.

● This report lists the components and systems inspected. Components not found in this report are beyond the scope of this inspection. We urge you to read the inspection agreement, all pages of the report and all comments. The buyer is urged to call for explanation of any information or notes which are not clearly understood.

**This is a random sampling of windows, outlets, doors, ect...**

\*These items are beyond the scope of a standard home inspection, perstate standards  
They may be included in the inspection by special order (which may require an additional charge)

**\*Some Items not tested as a part of the inspection:**

● Not a Code or Code of Compliance Inspection

- Heat Exchangers, limited inspection / Access
- Gas Meter Operation / flow
- Wood Burning, furnaces / stove
- Electronic Air Filters / ozone systems
- Humidifier / De-Humidifier
- Space / Auxiliary & Temporary Heaters
- Window Air Conditions / Air Exchangers
- Programmable Thermostats
- Bugs & Rodents / & Damage
- Radon Monitoring / System Evaluation
- Sensors / Timers / Photocell / Motion-Inferred / Sonic / Remote Controlled Items
- Storm Windows / Screens / Awnings

- Synthetic Stucco Siding EIFS
- Security & Alarm Systems
- Intercom / Camera Systems
- Central Vacuum Systems
- All Low Voltage / Door Bells
- Telephone / Internet Systems
- Well & Septic Systems  
Active or Inactive
- Antenna Systems
- Gas Space, Wall, Stove Heaters
- Air to Air Heat / Fan Exchangers
- Air Flow Exhaust or Return Ducts

- Asbestos Siding / Roofing / Duct Tape / Floor Tiles / Insulation
- Sprinkler Systems / Any
- Pools / Spas / Whirlpools / Sauna
- Recreational Equipment
- Washers & Dryers / Appliances
- Water Softener Systems
- Refrigerator / Freezer
- Mold / Mildew / Staining Humidity Issues / Dampness
- Shut Off Valves / Controls

X \_\_\_\_\_  
Client / or Representative

X \_\_\_\_\_  
Date

Scot W. McLean  
Examiner, as Agent

\_\_\_\_\_  
Date

All repair work should always be performed by a qualified Specialist Contractor with permits, as needed.



## Chapter SPS 134

### STANDARDS OF PRACTICE

SPS 134.01 Authority.  
SPS 134.02 General requirements.

SPS 134.03 Mechanical and structural components included in a home inspection.  
SPS 134.04 Contents of a home inspection report.

**Note:** Chapter RL 134 was created as an emergency rule effective 11-1-98. Chapter RL 134 was renumbered chapter SPS 134 under s. 13.92 (4) (b) 1., Stats., Register November 2011 No. 671.

**SPS 134.01 Authority.** The rules in this chapter are adopted pursuant to ss. 227.11 (2), 440.974, 440.975, 440.978 and 440.979, Stats.

**History:** Cr. Register, July, 1999, No. 523, eff. 8-1-99; correction made under s. 13.93 (2m) (b) 7., Stats., Register November 2007 No. 623.

**SPS 134.02 General requirements.** (1) A home inspector shall perform a reasonably competent and diligent home inspection of the readily accessible installed systems and components required to be inspected under s. SPS 134.03 to detect observable conditions of an improvement to residential real property. A reasonably competent and diligent home inspection is not required to be technically exhaustive.

(2) This section does not require a home inspector to do any of the following:

- (a) Offer a warranty or guarantee of any kind.
- (b) Calculate the strength, adequacy or efficiency of any component of an improvement to residential real property.
- (c) Enter any area or perform any procedure that may damage an improvement to residential real property or a component of an improvement to residential real property, or enter any area or perform any procedure that may be dangerous to the home inspector or to other persons.
- (d) Operate any component of an improvement to residential real property that is inoperable.
- (e) Operate any component of an improvement to residential real property that does not respond to normal operating controls.
- (f) Disturb insulation or move personal items, furniture, equipment, vegetation, soil, snow, ice or debris that obstructs access to or visibility of an improvement to residential real property or a component of an improvement to residential real property.
- (g) Determine the effectiveness of a component of an improvement to residential real property that was installed to control or remove suspected hazardous substances.
- (h) Evaluate acoustic characteristics of a component of an improvement to residential real property.
- (i) Project or estimate the operating costs of a component of an improvement to residential real property.
- (j) Predict future conditions, including the failure of component of an improvement to residential real property.
- (k) Inspect for the presence or absence of pests, including rodents, insects and wood-damaging organisms.
- (L) Inspect cosmetic items, underground items or items not permanently installed.
- (m) Inspect for the presence of any hazardous substances.
- (n) Disassemble any component of an improvement to residential real property, except for removing an access panel that is normally removed by an occupant of residential real property.

(3) This section does not prohibit a home inspector from doing any of the following:

- (a) Reporting observations or conditions in addition to those required under this section.

(b) Excluding a component of an improvement to residential real property from the inspection, if requested to do so by his or her client.

(c) Engaging in an activity that requires an occupation credential if he or she holds the necessary credential.

**History:** Cr. Register, July, 1999, No. 523, eff. 8-1-99; correction in (1) made under s. 13.92 (4) (b) 7., Stats., Register November 2011 No. 671.

**SPS 134.03 Mechanical and structural components included in a home inspection.** A reasonably competent and diligent home inspection shall meet the standards in subs. (1) to (11) and shall include an inspection of, and report on, all of the following items that are present on the property at the time of the home inspection:

- (1) FOUNDATIONS. A home inspector shall observe and describe the type and condition of the foundation.
- (2) COLUMNS. A home inspector shall observe and describe the type and condition of columns.
- (3) FLOORING SYSTEMS. A home inspector shall observe and describe the type and condition of flooring systems.
- (4) ROOFS. (a) A home inspector shall observe and describe the condition of all of the following:
  1. Roof coverings, including type.
  2. Roof drainage systems.
  3. Flashings.
  4. Skylights, chimneys and roof penetrations.
  5. Signs of leaks or abnormal condensation on building components.
 (b) A home inspector shall describe the methods used to observe the roof.  
 (c) A home inspector is not required to do any of the following:
  1. Walk on the roofing.
  2. Observe attached accessories, including, but not limited to, solar systems, antennae and lightning arrestors.
  3. Observe internal gutter and downspout systems and related underground drainage piping.
- (5) EXTERIORS. (a) A home inspector shall observe and describe the condition of all of the following:
  1. Wall claddings, including type.
  2. Flashings and trim.
  3. Entryway doors and at least one window per side of a dwelling unit.
  4. Garage door operators, including whether any garage door operator automatically reverses or stops when meeting reasonable resistance during closing.
  5. Decks, balconies, stoops, steps and porches including railings.
  6. Eaves, soffits and fascias.
  7. Grading, drainage, driveways, patios, walkways, and retaining walls that abut the dwelling unit.
 (b) A home inspector shall operate all entryway doors, garage doors, and at least one window per side of a dwelling unit.  
 (c) A home inspector is not required to observe the following:

1. Storm windows, storm doors, screening, shutters, awnings, and similar seasonal accessories.
2. Locks, latches or other security devices or systems.
3. Intercom systems.
4. Fences or privacy walls.
5. Insulation or vapor barriers in exterior walls.
6. Safety glazing.
7. Garage door operator remote control transmitters.
8. Geological or soil conditions.
9. Recreational facilities.
10. Out-buildings other than garages and carports.
11. Trees, shrubs and other vegetation.

**(6) PLUMBING SYSTEMS.** (a) A home inspector shall observe and describe the condition of all of the following:

1. Interior water supply and distribution system, including piping materials, supports, fixtures, faucets, functional flow and drainage, leaks and cross connections.
2. Interior drain, waste and vent system, including traps, drain, waste, and vent piping, piping supports and leaks.
3. Hot water systems, including water heating equipment, normal operating controls, automatic safety controls, and the exterior surfaces of chimneys, flues, and vents.
4. Fuel storage and distribution systems, including interior fuel storage equipment, supply piping, venting, supports and leaks.
5. Sump pumps.

(b) A home inspector shall operate all plumbing fixtures, including their faucets and accessible exterior faucets attached to the dwelling unit.

(c) A home inspector is not required to do any of the following:

1. State the effectiveness of anti-siphon devices.
2. Determine whether the water supply and waste disposal systems are public or private.
3. Operate automatic safety controls or sump pumps equipped with internal or water dependent switches.
4. Operate any valve except water closet flush valves, fixture faucets and hose faucets.
5. Observe water conditioning systems, fire and lawn sprinkler systems, on-site water supply quantity and quality, on-site disposal systems, foundation drainage systems, or spas.
6. Observe the interior of flues, chimneys and vents, or solar water heating systems.
7. Observe any exterior plumbing components such as water mains or swimming pools.
8. Determine water temperature.
9. Determine the proper sizing, design or use of plumbing materials.

**(7) ELECTRICAL SYSTEMS.** (a) A home inspector shall observe and describe the condition of all of the following:

1. Service entrance conductors.
2. Service equipment, grounding equipment, main over current device.
3. Main and distribution panels, including their location.
4. Amperage and voltage ratings of the service, including whether service type is overhead or underground.
5. Branch circuit conductors, their over current devices, and the compatibility of their ampacities and voltages, including any aluminum branch circuit wiring.
6. The operation of a representative number of installed lighting fixtures, switches and receptacles located inside the house, garage and any exterior walls.

7. The polarity and grounding of all receptacles within 6 feet of interior plumbing fixtures, in the garage or carport, and on the exterior of inspected structures.

8. The operation of ground fault circuit interrupters.

9. The functionality of the power sources for smoke detectors.

(b) A home inspector is not required to do any of the following:

1. Insert any tool, probe or testing device inside the panels.
2. Test or operate any over current device except ground fault circuit interrupters.
3. Dismantle any electrical device or control other than to remove the covers of the main and auxiliary distribution panels.
4. Observe low voltage systems, telephones, security systems, cable TV, intercoms, or other ancillary wiring that is not a part of the primary electrical distribution systems.
5. Measure amperage, voltage or impedance.

**(8) INTERIORS.** (a) A home inspector shall observe and describe the condition of all of the following:

1. Walls, ceilings and floors.
2. Steps, stairways, balconies and railings.
3. Counters and all sink base cabinets.
4. A random sample of doors and windows.
5. Separation walls, ceilings, and doors between a dwelling unit and an attached garage or another dwelling unit.
6. Signs of water penetration into the building or signs of abnormal or harmful condensation on building components.

(b) A home inspector is not required to observe any of the following:

1. Paint, wallpaper, and other cosmetic finish treatments on the interior walls, ceilings and floors.
2. Carpeting.
3. Draperies, blinds or other window treatments.
4. Household appliances.
5. Recreational facilities or another dwelling unit.

**(9) HEATING SYSTEMS.** (a) A home inspector shall observe and describe the condition of all of the following within a permanently installed heating system:

1. Heating equipment and distribution systems.
2. Normal operating controls and energy source.
3. Automatic safety controls.
4. Exterior surfaces of chimneys, flues and vents.
5. Solid fuel heating devices.
6. The presence of an installed heat source in each room.

(b) A home inspector shall operate the systems using normal operating controls and open readily accessible access panels provided by the manufacturer or installer for routine homeowner maintenance.

(c) A home inspector is not required to do any of the following:

1. Operate heating systems when weather conditions or other circumstances may cause equipment damage.
2. Operate automatic safety controls.
3. Ignite or extinguish fuel fires.
4. Observe the interior of flues, fireplace insert flue connectors, humidifiers, electronic air filters, or the uniformity or adequacy of heat supply to the various rooms.

5. Observe a heat exchanger unless it is readily observable and normally accessible to an occupant of a dwelling unit.

**(10) CENTRAL AIR CONDITIONING.** (a) A home inspector shall observe and describe the condition of all of the following:

1. Cooling and air handling equipment, including type and energy source.

2. Normal operating controls.

3. The presence of an installed cooling source in each room.

(b) A home inspector shall operate the systems, using normal operating controls, and open readily accessible access panels provided by the manufacturer or installer for routine homeowner maintenance.

(c) A home inspector is not required to do any of the following:

1. Operate cooling systems when weather conditions or other circumstances may cause equipment damage.

2. Observe non-central air conditioners.

3. Observe the uniformity or adequacy of cool-air supply to the various rooms.

4. Operate electronic air filters.

5. Observe the pressure of the system coolant or determine the presence of leakage.

6. Test the electrical current drawn by the unit.

**(11) INSULATION AND VENTILATION.** (a) A home inspector shall observe and describe the condition of all of the following:

1. The presence or absence of insulation in unfinished spaces.

2. Ventilation of attics and foundation areas.

3. Kitchen, bathroom, and laundry venting systems.

(b) A home inspector is not required to observe any of the following:

1. Concealed insulation.

2. Venting equipment which is integrated with household appliances.

**History:** Cr. Register, July, 1999, No. 523, eff. 8-1-99.

**SPS 134.04 Contents of a home inspection report.**

**(1)** After completing a home inspection, a home inspector shall submit a written report to a client that does all of the following:

(a) Lists the items described in s. SPS 134.03 that a home inspector is required to inspect.

(b) Lists the items described in s. SPS 134.03 that a home inspector has inspected.

(c) Describes the condition of any item identified in s. SPS 134.03.

(d) Describes the condition of any item identified in s. SPS 134.03 that, if not repaired, will have significant adverse effect on the life expectancy of the identified item.

(e) Lists any material adverse facts that a home inspector has knowledge of or has observed.

**(2)** A home inspector is not required to report on any of the following aspects of items identified in s. SPS 134.03:

(a) Their life expectancy.

(b) The reason for the necessity of a major repair.

(c) The method of making any repair or correction, the materials needed for any repair or correction, or the cost of any repair or correction.

(d) The suitability for any specialized use of an improvement to residential real property.

(e) Whether they comply with applicable regulatory requirements.

**(3)** A home inspector may not report in writing or verbally on any of the following:

(a) The market value or marketability of a property.

(b) Whether a property should be purchased.

**(4)** A home inspector is not required to retain inspectors or investigators to perform follow-up inspections or investigations of any material adverse facts that a home inspector has knowledge of or has observed under sub. (1) (d).

**History:** Cr. Register, July, 1999, No. 523, eff. 8-1-99; correction in (1) (a), (b), (c), (d), (2) (intro.) made under s. 13.92 (4) (b) 7., Stats., Register November 2011 No. 671.