



Towne & Country Building Inspection, Inc.
7036 N Fairchild Cir, Milwaukee, WI 53217
Office (414) 228-6573

Our Wisconsin Contract Agreement

General Comments & Suggestions

- As a new owner, it's your responsibility to monitor any need for improvement 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 be 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 - walls, walks, stoops, driveways, patios, porches, decks, 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.
 - It is prudent at your walk-through just prior to purchase-closing to carefully look and review all interior surfaces for standing including all closets interiors that may have been obscured by storage and personal effects or carpeting on the floors, during your home inspection.
 - 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.
- **Please see contract for more complete information and limitations.**

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

*Some items not tested as a part of this inspection:

- | | | |
|--|---|---------------------------------------|
| • <u>Not a Code or Code of Compliance Inspection</u> | • Radon Monitoring/ System Evaluation | • Air Flow Exhaust or Return Ducts |
| • Heat Exchangers, limited inspection/ Access | • Sensors/ Timers/ Photocell/ Motion-Inferred/ Sonic/ Remote Controlled Items | • Environmental Issues / materials |
| • Gas Meter Operation/Flow | • Storm Windows/ Screen/ Awnings | • Duct Tape/ Floor Tiles/ Insulation |
| • Wood Burning, Furnaces/stove | • Synthetic Strucco Siding EIFS | • Sprinkler Systems / Any |
| • Electronic Air Filters/ Ozone systems | • Security & Alarm Systems | • Pools/ Spas/ Whirlpools/ Sauna |
| • Humidifier/ De-Humidifier | • Intercom/ Camera Systems | • Washer & Dryers/ Appliances |
| • Space/ Auxiliary & Temporary Heaters | • Central Vacuum Systems | • Water Softener Systems |
| • Window Air Conditions/ Air Exchangers | • All Low Voltage / Door Bells | • Refrigerator / Freezer |
| • Programmable Thermostats / Nest type | • Telephone/ Internet Systems | • Mold / Mildew / Humidity Issues |
| • Bugs & Rodents / Issues | • Well & Septic Systems Active or Inactive, existence or function | • Shut Off Valves / Controls Plumbing |
| | • Air to Air Heat/ Fan Exchangers | |

SIGN

Client/ or Representative

Date

Examiner, as Agent

Date

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



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•**NOTE** Limited access / inaccessible / blind areas, surfaces, interiors, spaces and components, have a **limited or no inspection**; these may include crawl-space attics, soffit-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,

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, lighting 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 service 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 ancestor will have no liability to the Client.
4. **Dispute Resolution Forum:** Inspector and Client (and any other person claiming to have relied upon the inspection report) specifically agree that any controversy or claim relating to the inspection or other services provided under this contract or breach thereof, including any negligence, tort or other claims, against the person who performed the inspection, shall be resolved exclusively by arbitration in accordance with the Wisconsin Association of Home Inspections (WAHI) Dispute Resolution Program, as in effect on the date of such controversy or claim arises, which is currently administered by Resolute Systems, Inc, subject to the applicable Wisconsin Statutes and the Administrative Rules. Information about the WAHI Dispute Resolution Program including coats, fees, Rules and Procedures are available through:
- 5.

Construction Dispute Resolute Systems, LLC (CDRS)

PO Box 8029, Santa Fe, NM 87504

Phone: (505) 473-7733 Toll-Free: (888) 930-0011 Fax: (505) 474-9061

petergmerrill@cdrsllc.com www.constructiondisputes-cdrs.com

If the Client feels there was some deficiency or flaw in the inspection, he shall immediately contact the inspector and schedule a meeting at the property before performing any repairs. The purpose of this meeting is to discuss the problem and 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. Performing repairs before the inspector has an opportunity to review the problem could affect your legal rights. Client agrees to pay the reasonable attorney fee and cost incurred by inspector (or the person performing the inspection on behalf go the inspector) to enforce this provision.

Report Conditions/Definitions

Apparent Visible Conditions: Systems and components are rated as follows:

- **Inspected:** Indicates that the component is functionally consistent with the 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 the age and type. An Inspection Report is not a comprehensive list of every maniac need, but rather a general overview/sampling with limitations as defined by Wisconsin State Standers, 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 transition with questions regarding time requirements or constrains set forth within he offer to purchase agreements, time is of the essence.

SIGN 

Date: _____ **X Initials** _____



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Our Wisconsin Contract Agreement

Common condominium areas are not evaluated. Living unit interiors are evaluated.

(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: ☐ All payments are due at the time of inspection by cash or check. Optional Credit Card Payments, via PayPal, will have an additional 3% processing fee.

The client will pay the sum of \$_____ for the inspection of the "Property", being the residence, garage, or carport, if applicable, located at _____. Are you adding 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 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 aspects 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 checks 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 reference herein. A copy of the standard is on the reverse side of the **X** _____ contract page.
4. The inspection will not include an appraisal or 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 this 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. ONLY AN OPINION IS PROVIDED WITHIN THE INSPECTION REPORT. THIS INSPECTION REFLECTS 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 or APPROVAL OR DISAPPROVAL
6. This Agreement, including the terms and conditions of the reverse side, represents the entire agreement between 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 engineer, 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: _____

☐ Client has reviewed the Contract, WI Standards and terms prior to the inspection being performed.

☐ Having been emailed to client prior, or reviewed from the company T&C website copy.

Client agrees to release a copy of this Home inspection and/or Radon report to Realtor/Agent & Seller. INITIALS: _____

Towne & Country Building Inspection, Inc. (inspector)

By: _____ 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.