



Total Picture Home Inspections  
10491 Hunting Hills Place  
Oakton, VA 22124

[www.TotalPictureHomeInspections.com](http://www.TotalPictureHomeInspections.com)  
(703) 201-2121

## Home Inspection Contract

This is an Agreement between you, the undersigned Client, and the Inspector, pertaining to the inspection of the Property at:

\_\_\_\_\_ . The terms below govern this Agreement.

1. The fee for the inspection is \$ \_\_\_\_\_, payable in full before the appointment. An inspection report will not be issued until full payment is received.
2. Inspector will perform a visual inspection of the home/building and provide Client with a written report identifying the salient characteristics of the home and any defects that Inspector (1) observed and (2) deemed material. Inspector will deliver the written report to Client within 24 hours of completion of the inspection. The report is only supplementary to the seller's disclosure.
3. Unless otherwise noted in this Agreement or not possible, Inspector will perform the inspection in accordance with the current Standards of Practice (SOP) of the Commonwealth of Virginia, Virginia Board for Asbestos, Lead and Home Inspectors (DPOR), Home Inspector Licensing Regulations ([https://www.dpor.virginia.gov/sites/default/files/boards/ALHI/A506-33REGS\\_HI.pdf](https://www.dpor.virginia.gov/sites/default/files/boards/ALHI/A506-33REGS_HI.pdf), Part IV). Client understands that DPOR's SOP specifically states that home inspections do not include a review for compliance with regulatory requirements (Virginia Uniform Statewide Building Code or other codes, regulations, laws ordinances, etc.). Further, DPOR's SOP contains limitations, exceptions, and exclusions. In addition, Inspector informs Client that Inspector will not inspect or report on the condition of systems or components that are not readily accessible, the remaining life of any system or component, the strength, adequacy, effectiveness, or efficiency of any system or component, the causes of any condition or deficiency, the methods, materials, or costs of corrections, future conditions, including failure of systems and components, the suitability of the property for any specialized use, the market value of the property or its marketability, the advisability of the purchase of the property, the presence of diseases harmful to humans or potentially hazardous to plants or animals, including wood-destroying organisms and mold, the presence of any environmental hazards, including toxins, carcinogens, noise, asbestos, lead-based paint, mold, radon, or contaminants in soil, water, or air, the effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances, the operating costs of systems or components, the acoustical properties of any system or component, the presence of components involved in manufacturer's recalls, or the inspection of outbuildings.

If client elects the 6-Point Inspection, posted at [www.totalpicturehomeinspections.com/services](http://www.totalpicturehomeinspections.com/services), the inspection will be limited to only those areas called for in the inspection (Structure, Roof, Electrical, Plumbing, HVAC (Heating, Ventilation, Air Conditioning), and Moisture Intrusion), with client fully recognizing there is no inspection of SOP areas outside of the areas noted in the 6-Point Inspection.

4. Inspector will NOT test for the presence of radon, a harmful gas. Inspector will not test for mold. Inspector will not test for compliance with applicable building codes or for the presence of, or for any potential dangers arising from, the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations. The inspection does not include a review for compliance with regulatory requirements (Virginia Uniform Building Code or other codes, regulations, laws, ordinances, etc.). Unless specifically contracted, Inspector will not perform a complete infrared scan of the home. Inspector will examine, using infrared scanning equipment, noteworthy areas as observed by the inspector for moisture intrusion upon and within the structure of the home.
5. Inspection and report are for client use only. Client must give Inspector permission to discuss observations with real estate agents, owners, repair persons, or other interested parties. Client will be the sole owner of the report and all rights to it. Inspector is not responsible for its use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If Client or any person acting on Client's behalf provides the report to a third party who then sues you and/or us, client release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Inspection and report are based upon visual observations of existing conditions of the inspected property at the time of the inspection, and are not intended to be, or to be construed as, a guarantee, warranty, or any form of insurance. Inspection report is in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.
6. **LIMITATION ON LIABILITY AND DAMAGES.** Inspector assumes no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, Inspector liability is limited to liquidated damages in an amount not greater than the fee Client paid. Client waives any claim for consequential, exemplary, special, or incidental damages or for the loss of the use of the home/building. Client acknowledges that these liquidated damages are not a penalty, but that Inspector intends them to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee.

7. Inspector does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located.

8. If Client believes it have a claim against Inspector, Client agrees to provide Inspector with the following: (1) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases Inspector from liability.

9. Client agrees that the exclusive venue for any litigation arising out of this Agreement shall be in the county where Inspector has principal place of business. If Client fails to prove any claim against Inspector, Client agrees to pay all our legal costs, expenses and attorney's fees incurred in defending that claim.

10. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents the entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by Inspector shall be binding unless reduced to writing and signed by Inspector. Any modification of this Agreement must be in writing and signed by Client and Inspector. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors, and assignees. Client will have no cause of action against Inspector after one year from the date of the inspection.

11. Client may not assign this Agreement.

13. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against Inspector by reason of the rule that any ambiguity in a document is construed against the party drafting it. Client has the opportunity to consult qualified counsel before signing this document.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

CLIENT

(Print Name) \_\_\_\_\_  
\_\_\_\_\_  
(Date)

(Sign Name) \_\_\_\_\_

CLIENT

(Print Name) \_\_\_\_\_  
\_\_\_\_\_  
(Date)

(Sign Name) \_\_\_\_\_

\_\_\_\_\_  
(Client Street Address)

\_\_\_\_\_  
(Client City, State, Zip)

\_\_\_\_\_  
(Client Phone Number)

\_\_\_\_\_  
(Client e-mail)

TOTAL PICTURE HOME INSPECTIONS

Robert Lam, Inspector

10491 Hunting Hills Place  
Oakton, VA 22124

VA License Number: 3380001847  
Department of Professional and  
Occupational Regulation (DPOR)

