

**A free Six Month Limited Warranty and a free Limited Wood Destroying Insect Inspection are included with every "COMPLETE HOME ANALYSIS"®**

An optional **One Year Extended Warranty**, a **Guaranteed Wood Destroying Insect Inspection** and a **Main Sewer Pipe Interior Camera Inspection** are also available at an additional cost.

**HOME INSPECTION LIMITED WARRANTY CONTRACT**

The free Six Month Limited Warranty that is part of the "Complete Home Analysis"® and the separately priced Extended Warranty have different limitations and conditions. The limitations and conditions of the free Six Month Limited Warranty are listed below. The limitations and conditions of the Extended Warranty, Sewer Pipe Interior Camera Inspection and Guaranteed Wood Destroying Insect Inspection are available as separate documents, and are listed on our website at [www.hearthandhomeis.com](http://www.hearthandhomeis.com)

**FREE SIX MONTH LIMITED WARRANTY**

This free Six Month Limited Warranty provides coverage for single-family homes, multi-family buildings (up to six units) and condominium or town house units that are in the process of being purchased. The limited warranty provides coverage for authorized repair or replacement of listed systems and/or component parts that are present at the time of the inspection and fail due to operational failure, so long as they are located within the interior of the main residence or garage, and become inoperative due to normal wear and tear.

**This is a Limited Warranty and will not cover all systems and component parts.** A list of systems and component coverage is listed on the back side of this page. If you have a covered failure during the six months immediately following your "Complete Home Analysis"® check our website at [www.hearthandhomeis.com](http://www.hearthandhomeis.com) for instructions, contractors and forms. If you do not have internet access call our office at (231) 780-4884. It is your responsibility to select an approved contractor and check this form and your "Complete Home Analysis"® report for qualification of approved repairs.

- ◆ It is your responsibility to choose a contractor from our list and call to schedule repairs.
- ◆ You must pay the bill in full and submit a claim to us for reimbursement. You will be responsible for the first \$95.00 of any repair on each problem. Subject to the limitations described below, we will reimburse the remainder of the bill during the six month limited warranty period, after the \$95.00 service charge, if the conditions set forth in this contract are satisfied.
- ◆ Only contractors that are on our approved list will be covered under this limited warranty. If you employ the services of an unapproved contractor we will not reimburse your expense or provide repairs for the system in question. During off hours and holidays a voice mail system will answer your calls and provide the contractor lists.

**LIMITS OF LIABILITY**

1. All defects, or items listed as needing maintenance or repair in the "COMPLETE HOME ANALYSIS"® will need to be corrected prior to your taking possession of the home, or that item is not covered. We will not pay to improve any item or system to a condition better than what is reported in the "COMPLETE HOME ANALYSIS"®. Any defect identified as a possibility in the "COMPLETE HOME ANALYSIS"® is not covered. For example, if it is noted that a style of plumbing may eventually leak, repairs to that plumbing will not be covered by the warranty.
2. Appliances and roofing will not be repaired or replaced if they are at or above their normal life expectancy. For example: If a furnace has a normal life expectancy of 20 to 25 years - 20 year old furnaces (and older) will not be covered by this warranty.
3. This limited warranty does not cover items that are not available for inspection. For example: Snow covered roofs, heat exchangers that are not visible, systems inside the walls, floors or inaccessible crawl spaces and attics, heating or cooling systems that are not active in the season of the inspection.
4. Hearth & Home Inspection Services will not reimburse you for services performed that do not qualify for coverage, or for work done by contractors that are not on our approved list. No claims that occur six months after the home inspection was performed will be honored.
5. Hearth & Home Inspection Services will not upgrade equipment or improve due to lack of capacity or failure to meet city, state, federal, or utility regulations or upgrades required by law.
6. Common areas or facilities of mobile home parks and condominiums are not covered.
7. Hearth & Home Inspection Services is not responsible for repairs or replacements required as a result of; missing parts, fire, war, flood, smoke, water damage, lightning, freeze, earthquake, theft, storms, accidents, rust out, riots, vandalism, code violations, improper installation, acts of God, pest damage or misuse. Our liability is limited to systems failure due to normal wear and tear. Physical damage is not covered.
8. Hearth & Home Inspection Services is not liable for consequential or secondary damages, nor for service or damages relating to any toxic material.
9. Hearth & Home Inspection Services has the sole responsibility in determining whether to repair or replace.
10. This limited warranty is not transferable. Coverage is in effect only when the house is titled in the name of the person or persons on this contract, and only if the house has changed ownership to that party after the inspection. It is in effect until one-hundred eighty three (183) days after the inspection (six months).
11. When it is necessary to open floors, walls or ceilings to make repairs, the cosmetic repairs will be your responsibility.
12. All systems are replaced with standard makes and models.
13. The \$95.00 service charge applies to each "Trade Call". A "Trade Call" is a repair or service call by a service contractor to the residence covered hereunder for the repair or assessment of one or more parts of one covered system. If repairs are made to parts of additional systems, a separate deductible will apply to each system repaired.
14. **ARBITRATION CLAUSE:** Any dispute arising under this agreement shall be submitted for binding arbitration under the auspices of the Construction Arbitration Services Inc. local office. Each party shall pay for its own representative and shall bear arbitration cost equally. The Arbitrator's Award shall be final and binding and may be enforced by any Court of Law.
15. The contractors selected by you from our list will be individually responsible for their work and any claims or problems that ensue from their work. We are indemnified and held harmless for the results of their actions.
16. This limited warranty is not valid until the home buyer signs this contract and takes possession of the home. Payment for the "Complete Home Analysis"® must be made prior to the buyer taking possession of the home in order for the limited warranty to be valid.
17. Total aggregate liability for all claims on the free six month limited warranty is \$1,500.00

If a component does not have an "X" in the "FREE" column it is not covered by the free SIX MONTH LIMITED WARRANTY EXTENDED FREE

<b>CENTRAL HEATING &amp; COOLING SYSTEM</b> - Gas or oil heat exchangers. Burners, gas valves, pumps, and fans. Air conditioning compressors, motors, coils, valves, and condensing units. Maximum aggregate liability is \$1,000.00.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Permanently mounted furnace humidifiers. Electronic controls and circuits. Electric heating elements. See the Extended Warranty at <a href="http://www.hearthandhomeis.com">www.hearthandhomeis.com</a> for coverage details and limits.	<input checked="" type="checkbox"/>	
<b>ELECTRICAL SYSTEM</b> - Breakers, panels, and sub-panels, conduit and junction boxes. Maximum aggregate liability is \$600.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Receptacles, switches and electric wiring. Garage door opener. Attic fans. See the Extended Warranty at <a href="http://www.hearthandhomeis.com">www.hearthandhomeis.com</a> for coverage details and limits.	<input checked="" type="checkbox"/>	
<b>PLUMBING SYSTEM</b> - Leaks in visible above ground water, drain, gas, vent or sewer lines in accessible areas of the house. Water heater burners, TPR valves, control thermostat and thermocouple. Maximum aggregate liability \$800.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Water Heater tanks, flue and electric elements. All other pipes and drain stoppages inside the house perimeter. Faucets and toilet mechanisms. Pumps. Septic system. See the Extended Warranty at <a href="http://www.hearthandhomeis.com">www.hearthandhomeis.com</a> for coverage details and limits.	<input checked="" type="checkbox"/>	
<b>ROOF COVERAGE (Repair Only)</b> - Rolled roofing, membranes and asphalt shingles for leaks. Maximum aggregate liability \$300.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Built up, cedar, slate and tile roof coverings. See the Extended Warranty at <a href="http://www.hearthandhomeis.com">www.hearthandhomeis.com</a> for coverage details and limits.	<input checked="" type="checkbox"/>	
<b>WOOD DESTROYING INSECT AND STRUCTURAL COVERAGE</b> - Structural damage and treatment for wood destroying insects that were in areas that were accessible, and active at the time of the inspection. Maximum aggregate liability \$600.00		<input checked="" type="checkbox"/>
<b>APPLIANCE COVERAGE</b> - Refrigerator, oven, range, dishwasher, built in microwave, garbage disposal, trash compactor. See the Extended Warranty at <a href="http://www.hearthandhomeis.com">www.hearthandhomeis.com</a> for coverage details and limits.	<input checked="" type="checkbox"/>	

### INSPECTION AGREEMENT

- ◆ **This is a report of the condition of the accessible components of the house at the time of the inspection.** It is like a photograph, rather than a prediction of future condition.
- ◆ **The inspection is visual; no destructive testing is performed.** Due to the risk of damage to the present home owner's property, the inspector will not move furniture, stored items or house components (like insulation and suspended ceiling tiles).
- ◆ **It is not possible to guess the condition of concealed components.** This is a report of the condition of the components and systems that are accessible at the time of the inspection. The inspector can not see through furniture, stored items or finished surfaces.
- ◆ **This is report of the functional condition of the visible components and systems.** This inspection does not address Building Code compliance. Components will be inspected to the performance requirements from the era they were designed and installed.
- ◆ **The season will limit the inspection of some components.** For example, it is not possible to see through snow, or check the air conditioner or sprinkler systems in the winter. Nor is it possible to check heated air distribution in the summer.
- ◆ **The inspection will not address environmental risks.** It is possible there is asbestos, radon gas, lead, formaldehyde, mold, soil contamination or concealed fuel or chemical storage on the property. The inspector can provide some information, and may be able to identify substances that are suspicious, but to positively identify any of these threats requires destructive testing, sample collection and analysis at a laboratory. The inspector can provide some of these tests, at your request, for an additional fee.
- ◆ **This inspection will be conducted according to the Standards of Practice and Code of Ethics of the National Association of Home Inspectors.** The inspection should put you in a better position to make a buying decision. It should reduce your risk, but it can not eliminate it.

**OPTIONAL COVERAGES** - as described at [www.hearthandhomeis.com](http://www.hearthandhomeis.com) All Optional Coverages are provided by other companies

ACCEPT  I would like to purchase the **One Year Extended Warranty**  **DECLINE**

ACCEPT  I would like to purchase the **Guaranteed Wood Destroying Insect Inspection**  **DECLINE**

ACCEPT  I would like to purchase the **Main Sewer Pipe Interior Camera Inspection**  **DECLINE**

I accept responsibility for repairs required to any components and/or system if coverage was declined in the OPTIONAL COVERAGES section. I have read the INSPECTION AGREEMENT and HOME INSPECTION LIMITED WARRANTY CONTRACT and agree that the inspection will only cover the condition of the components that were visible and able to be checked at the time of the inspection. I agree that all house components will eventually fail, and that hidden defects can be uncovered after the house has changed hands. I do not absolve the inspector from performing this inspection according to the Standards of Practice and Code of Ethics of the National Association of Home Inspectors, however I am purchasing the house and assume the risks associated with home ownership. I agree the aggregate liability limits of the FREE SIX MONTH LIMITED WARRANTY are the inspectors' total liability in this transaction. I agree to pay the invoice according to the specified terms.

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Home Buyer's Signature

\_\_\_\_\_  
House Address

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