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Kevin @ Hergert.com  
Wa. Home Inspector 619

## Home Inspection Agreement

Inspector: Kevin J. Hergert  
Inspection Co.: Hergert Inspection LLC

Client:  
Client E mail:  
Client phone number:  
Client's agent:

Address of Property:  
Estimated year built:  
Date/time of Inspection: / /2026 @  
Inspection Fee: \$ (Payment can be made by Zelle, Venmo, check @ inspection or by mail, cash @ inspection, or by credit card with a 3% credit card fee. Please advise which method you will be utilizing. Sales tax is not applicable to Home Inspections)

\_\_\_\_\_  
Client

\_\_\_\_\_  
Hergert Inspection LLC  
by Kevin Hergert, Member

The purpose of a home inspection is to assess the condition of the residence at the time of the inspection using visual observations, simple tools and normal homeowner operational controls; and to report deficiencies of specific systems and components. A home inspection is not technically exhaustive and does not identify concealed conditions or latent defects. The term "Satisfactory" in the report means the item serves its intended purpose.

This report is prepared in accordance with the chapter 308-408C W.A.C. dated 03/20/09. Testing garage door openers for "auto reverse on impact" is specifically excluded as tested can result in damage to the door and/or opener.

## AGREEMENT

I acknowledge receipt, reading, understanding, and agreeing to the scope of the Home Inspection, without duress, as stated in chapter 308-408C WAC, dated 03/20/09 of the State of Washington.

This inspection does not include investigation of mold, asbestos, lead paint, soil, air quality or other environmental issues unless specifically agreed to in writing in this Home Inspection agreement. Visual evidence of microbial growth (mold) is subjective and will be identified as deemed warranted.

This inspection is intended to reduce risk to the homeowner, however cannot eliminate risk. The Client understands that Hergert Inspection L.L.C. will inspect a representative amount of the structure, however not to 100%. Client agrees that this inspection in no way lessen the risk or likelihood of repairs or replacements being needed at any time in the future.

This inspection and report do not constitute a warranty or guarantee of any kind, express or implied, Hergert Inspection LLC and its employees or agents shall not be held liable for the cost of repairing any defects or deficiencies, whether present at the time of the inspection or arising in the future, or for any consequential property damage or bodily injury of any nature.

The Client agrees that the liability of Hergert Inspection LLC and of its inspectors, employees, or agents for claims or damages arising out of errors or omissions in the inspection or report shall be limited to the amount of the fee for this inspection, This amount shall be deemed liquidated damages, and the client agrees to immediately accept a refund of the fee as a full settlement of any and all claims which may arise from the inspection.

Hergert Inspection or Kevin Hergert will not be liable for any special, incidental, punitive or consequential damages, whether foreseen or unforeseen, regardless whether liability is based on breach of contract, breach of express or implied warranty, negligence, strict liability, tort, or otherwise. The inspecting firm will re-perform any services not meeting this standard without additional compensation.

### I. Inspection Procedures

The inspector shall make a thorough inspection of the subject property using accepted methods and practices.

Areas Inspected shall include: structural exterior (accessible both visibly and physically to an inspector at ground level); accessible structure interior; accessible sub structural crawl space(s); garages, carports and decks which are attached to the structure. Deck inspections shall include; railings, wooden steps, and accessible wooden surface materials, as well as deck substructures which are accessible (those with at least a 5 foot soil to joist clearance, or elevated decks which can be suitably reached using a 6 foot step ladder).

### 2. Limitations of Inspections

The inspecting firm shall not be held responsible by any party for any condition which is beyond the scope of inspection. The scope, defined in Section I, Inspection Procedures, is limited as follows:

(a) Inaccessible Areas: Certain areas of a structure cannot be inspected without excavation or unless physical obstructions are removed. Such areas include, but are not limited to: wall voids; spaces between floors; substructures concealed by sub-floor insulation or those with inadequate clearance; floors beneath coverings; sleeper floors; areas concealed by furniture, appliances, and/or personal possessions; and deck substructures with less than 5 foot clearance.

(b) Roof Systems and Attic Areas: Roof systems, roof coverings and attic areas shall be inspected in accordance with the Washington State Home Inspector Standards of Performance, chapter 308-408C WAC.

(c) Sheds and Outbuildings: Sheds, garages, carports, decks and other structures, which are not attached to the main structure by a roof system or foundation, are excluded from this report unless specifically requested and noted. The inspecting firm reserves the right to charge additionally to inspect any unattached structures.

(d) Climatic Conditions: In certain geographical areas of Washington State where wet climate is common, and due to their construction and materials, structures may be subject to conditions from normal weathering. Such conditions as cracking, checking, and/or warping of doors, window casings, siding, and non-supporting wooden members shall not be reported on inspection reports except at the discretion of the inspector.

(e) Mold: Molds, mildews, and other fungal growth (except wood decay fungi) shall be reported on only to the extent that they indicate an excessive moisture condition. The inspector is not liable or responsible for determining the type of mold, mildew, or other fungi present, nor shall the inspector be liable or responsible for determining the possible health hazards associated with the presence of molds, mildews, or other fungi. This report is not, nor shall the inspector perform a mold inspection or investigation. If a more qualified opinion is desired, the services of a toxicologist or certified industrial hygienist should be obtained.

(f) Structural Assessment: While it may be possible for the inspector to note damaged materials, neither the inspector nor the inspection firm is liable or responsible in any way to determine the structural integrity of any building materials. If a more qualified opinion is desired, the services of a licensed, qualified contractor or structural engineer should be obtained.

Neither the inspector nor the inspecting firm shall be liable or responsible for any corrective action required by future inspections in regards to this remaining evidence.

The undersigned acknowledges that they have read this agreement, fully understand the agreement, agree to be bound by the agreement, including the terms, conditions and limitations described above, and have received a copy of the agreement.

Hergert Inspection LLC shall deliver the inspection report via a PDF copy to Client at the E mail address as noted on page 1 of this agreement.

Images, findings, and report may be used on Hergert.com without any reference to the specific property location or client name.

Client authorizes Hergert Inspection to send the report to client's agent as noted on page 1 of this agreement.

Disclosure: Business or Familial relationships or other conflicts of interest between Hergert Inspection L.L.C. and any other party to this transaction. The parties may include, but are not limited to buyers, sellers, appraisers, real estate licensees, mortgage representatives, title companies, vendors and service contractors; none

Fee

The fee is as noted on page 1 of this agreement. Fee is due and payable to Hergert Inspection L.L.C. upon completion of on-site portion of the inspection.

Any re-inspections or witness testimony will be billed at a rate of \$85 per hour including travel time with a \$125 minimum.