

# ANCILLARY SERVICES AGREEMENT

--PLEASE CAREFULLY READ BOTH PAGES OF THIS AGREEMENT BEFORE SIGNING--

This Ancillary Service Agreement ("Agreement") represents a binding contract between \_\_\_\_\_  
("Client") and \_\_\_\_\_ ("Company"), a local independently owned and operated business, for  
certain service(s) at the dwelling located at \_\_\_\_\_.

**A. REQUEST FOR SERVICES.** Client needs or desires certain inspections or other ancillary services ("Services") independent of or as part of the home purchase process. Services offered by the Company are listed below. Services requested by the Client are indicated with a check mark:

- |                                   |                                   |
|-----------------------------------|-----------------------------------|
| 1. <input type="checkbox"/> _____ | 5. <input type="checkbox"/> _____ |
| 2. <input type="checkbox"/> _____ | 6. <input type="checkbox"/> _____ |
| 3. <input type="checkbox"/> _____ | 7. <input type="checkbox"/> _____ |
| 4. <input type="checkbox"/> _____ | 8. <input type="checkbox"/> _____ |

**THE COMPANY CAN PROVIDE MORE DETAILS ON THE PURPOSE AND SCOPE OF EACH OF THESE SERVICES UPON REQUEST. ANY SERVICE PERFORMED BY THE COMPANY IS LIMITED IN NATURE AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**FEE FOR SERVICES:** \$ \_\_\_\_\_. This is the total fee for the Service(s) requested with this Agreement. All fees are due and payable at the time Service(s) are rendered. Fees for any additional Services requested by Client will be charged at the Company's prevailing rate.

**B. DISTRIBUTION AND PAYMENT.** A Report(s) will be issued to the Client, or Client's authorized representative, for Service(s) requested by the Client and provided by the Company. Distribution of copies of the Report(s) to other parties will only be at Client's direction, or as otherwise specified by law. **Client's receipt of the Report, or reliance on it, will constitute acceptance of all Terms and Conditions of this Agreement.** Payment will be made by:  Cash/Money Order  Personal Check  Credit Card: \_\_\_\_\_

Number: \_\_\_\_\_ Name on Card: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

## AGREEMENT ACKNOWLEDGMENT

If the Client deems any of the Agreement's Terms and Conditions unacceptable, including the Service Limitations/ Exclusions (Section 1) or the Company's Liability provision (Section 2) on page 2, **Client may decline Company's Services prior to commencement without any further obligation of either party.** By signing this Agreement, Client or their authorized representative: a) warrants that this Agreement has been read carefully; b) understands Company will only provide Services Client has requested and Company has agreed to provide; (c) agrees the Terms and Conditions of this Agreement are binding; and (d) acknowledges that any questions regarding the nature of the Service to be provided or the Terms and Conditions of this Agreement have been answered to Client's satisfaction.

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

Company Representative: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Facsimile signatures shall be deemed original)

\* \* \* \* \*

**SERVICES THAT ARE NOT OFFERED OR PROVIDED WITH THIS AGREEMENT.** The following list includes some examples of ancillary or related services that may be of value in connection with the home-buying decision and is provided herein for guidance purposes only. **These services are not included in a Home Inspection, and, except for those Services expressly listed in Section A above, are not offered or provided with this Agreement.** If interested in information regarding these services or any other inspection or testing service, please contact an independent specialist or service provider for information and/or to make arrangements. Aside from Services listed in Section A, **a request for these services CANNOT** be executed with this Agreement.

- |                                                        |                                                   |                                                |
|--------------------------------------------------------|---------------------------------------------------|------------------------------------------------|
| 1. Wood Destroying Insect Inspection                   | 26. Earthquake Hazard Evaluation                  | 51. Heat Exchanger Test/Evaluation             |
| 2. Wood Destroying Organism Inspection                 | 27. Flood Hazard/Damage Evaluation                | 52. Solar Heating Equipment Inspection         |
| 3. General Insect/Pest/Rodent Inspection               | 28. Mine Hazard/Mapping Report                    | 53. Whirlpool/Jetted Bath Equipment Evaluation |
| 4. Pet/Insect/Pest Odor/Damage Evaluation              | 29. Fire/Storm Impact/Damage Assessment           | 54. Sauna/Equipment Inspection                 |
| 5. Private Sewage Flow/Surface Evaluation              | 30. Heat Loss/Gain Analyses                       | 55. Whole House Ventilator Evaluation          |
| 6. Sewage Ejector/Grinder Evaluation                   | 31. Indoor Air Quality Testing/Assessment         | 56. Heat Recovery Equipment Inspection         |
| 7. Private Water Flow /Equipment Evaluation            | 32. Building Security/Monitoring Evaluation       | 57. Marketability Analysis                     |
| 8. Well Yield Test/Well Capacity Analysis              | 33. Fire System/Safety/Sprinkler Inspection       | 58. Value/Replacement Assessment               |
| 9. Water Potability (bacteriological only) Test        | 34. Environmental Risk Assessments                | 59. Environmental Hazard Mitigation Assessment |
| 10. Water Analyses (specified components only)         | 35. Asbestos-Material Detection or Identification | 60. Abatement/Mitigation Equipment Inspection  |
| 11. EIFS/Stucco Identification/ Moisture Evaluation    | 36. Insecticide Contamination Analysis            | 61. Ancillary Systems (vacuum, intercom, etc.) |
| 12. Energy Survey/Thermal Insulation Evaluation        | 37. Electromagnetic Field (EMF) Detection         | 62. Electronic Equipment/Structured Wiring     |
| 13. Carbon Monoxide/Combustible Gas Detection          | 38. Underground/Abandoned Tank Detection          | 63. New Construction Phased Inspection         |
| 14. Mold/Biological Contaminant Inspections            | 39. Recreational Facilities Inspection            | 64. Remedial Repair Needs/Cost Schedules       |
| 15. Formaldehyde (UFFI) Detection or Identification    | 40. Hot Tub Inspection                            | 65. Insurance Qualification/Risk Inspection    |
| 16. Lead/ Lead-based Paint Detection or Identification | 41. Dock/Bulkhead Inspection                      | 66. Property/Boundary Survey                   |
| 17. Lead-based Paint Risk Assessment or Survey         | 42. Code Compliance Evaluation                    | 67. Warranty Expiration Inspection             |
| 18. Radon Test/Screening                               | 43. Building Permit/Public Record Search          | 68. Cost Analyses/Quotes/Bids                  |
| 19. Continuous/Periodic Radon Testing                  | 44. Communal (Common) Property Inspection         | 69. Component Useful/Future Life Assessment    |
| 20. Underground Fuel Tank Evaluation                   | 45. Condo/Coop Reserve Assessment                 | 70. Architectural Design Evaluation            |
| 21. Swimming Pool/Spa Inspection                       | 46. Accessibility Provisions/ADA Inspection       | 71. Phase One Environmental Assessment         |
| 22. Lawn Sprinkler/Irrigation System Inspection        | 47. Product Liability/Recall Issues Assessment    | 72. Deed/Covenant Search                       |
| 23. Underground Sewer/Water Line/Flow Evaluation       | 48. Detached/Accessory Structures Inspection      | 73. Construction/Damage Evaluation             |
| 24. Soil Identification/Geological Analyses            | 49. Wood Stove/Insert Compliance Inspection       | 74. Structural/Engineering Analysis            |
| 25. Piling /Sub-Grade Foundation Evaluation            | 50. Chimney/Vent Interior/Draft Evaluation        | 75. Final Walk-through (Closing/Pre-closing)   |

## ADDITIONAL TERMS AND CONDITIONS

**1. SERVICE LIMITATIONS/EXCLUSIONS.** Services executed with this Agreement are not part of a Home Inspection and do not constitute a Home Inspection. For information regarding the details of a Home Inspection (including its scope and purpose), please contact the Company. Services executed with this Agreement are performed according to applicable custom, practice and/or standards and are limited to the specified scope and readily accessible and identifiable Elements and conditions present at the time Services are provided. Services are provided according to applicable custom, practice and/or standards. All conditions and Elements are subject to change; Services provided do not constitute a guarantee as to future functionality, use, or condition. If any Service requires the expertise of another service provider, Client may be responsible for executing an independent contract for Services rendered with the provider. Any report or work product produced by anyone or firm other than the Company is the sole responsibility of that service provider. The Company will not be liable nor responsible for any referrals, findings, results, report delivery times, retesting requirements or any additional fees that may be charged beyond the fees stated herein for such Services.

**PLEASE NOTE THAT UNDER NO CIRCUMSTANCE WILL ANY SERVICE OR REPORT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND. THE HOUSEMASTER LIMITED GUARANTEE IS NOT APPLICABLE TO ANY SERVICE EXECUTED WITH THIS AGREEMENT. ALL SERVICES ARE ALSO SUBJECT TO ANY LIMITATIONS OR EXCLUSIONS CONTAINED IN THE WRITTEN REPORT.**

**2. COMPANY LIABILITY.** Due to the nature of these Services, it is difficult to foresee or determine (at the time this Agreement is formed) potential damages in the event of negligence or breach of this Agreement, or otherwise. Thus, if the Company fails to conduct any Service(s) as provided herein, the Company's liability (and that of its employees, assigns, agents etcetera) for any and all claims related thereto, including, among others, those alleging negligence or breach of contract, **is limited to direct loss/damages to a maximum value of \$1,000.** Further, the Company assumes no responsibility or liability for any bodily injury or health condition related to any Service or the property.

The Company reserves the right to report on Element conditions beyond the scope of a Service without incurring any additional liability or voiding the Terms and Conditions of this Agreement. There will be no recovery for consequential or punitive damages or attorneys' fees. The Client understands that these Services without this limitation of liability would be more technically exhaustive, would likely require specialist(s), and would cost substantially more than the fee paid for the limited time/scope Service(s). If interested in extending the scope of the Company's liability, please discuss options that may be available to extend the time or scope of Services with the Company.

**3. ONE (1) YEAR LIMITATION PERIOD AND DISPUTE RESOLUTION.** Because the condition of a Dwelling is constantly changing and any Service is a temporal assessment of the Dwelling's condition at the time of the Service, no claim or legal action, including any based in tort or contract or otherwise, may be commenced against the Company after one year from the date of the Service. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights, or claims based thereon. **This time limitation period may be shorter than provided by state/provincial law.** Any concern or dispute relating to this Agreement or arising out of the Service or Report, whether in tort, contract or otherwise, shall be settled by a court of competent jurisdiction. Should the Client initiate legal action against the Company and not fully prevail in such action and/or it is determined that the Report apprised Client of the condition that is the subject of the suit, the Client will be responsible for all attorneys' fees and related costs associated with the Company's defense of the matter. In addition, if the Client or spouse is an attorney, it is agreed and understood that all claims arising out of this Agreement and/or any Services provided shall be submitted for binding arbitration before a recognized, mutually agreeable arbitration association, at the Client's expense. The parties shall be bound by the arbitrator's determination and expressly waive other legal remedies.

**4. CLIENT OBLIGATIONS.** Client is responsible for arranging access to the home through the Owner/Seller and ensuring, if applicable, that utilities are on prior to the scheduled Service. Client acknowledges that being present during the performance of Services is at Client's, or any other attending party's, own risk. Because any Service is part of the home purchase process, there are inherent time sensitive matters that must be addressed, including:

**a. Report Follow-Up.** Client agrees that the Report(s) (including any addenda or attachments) will be read in its entirety, and the Client will be considered on notice of all findings and recommendations contained therein. It is understood that if Client has any questions or concerns regarding any aspect of the Report after fully reading it, Client will immediately notify Company in writing before making any final decisions and/or undertaking any expense or commitment. Client agrees to use due diligence to follow-up with specialists and/or the seller on any reported defects, concerns, recommendations or questionable conditions contained in the Report. Client's failure to do so may constitute negligence.

**b. Seller Responsibility and Disclosure.** Client will obtain and review owner information and disclosure forms and agrees to address any serious or questionable issues or concerns with the seller prior to title transfer. Client understands that any Service is not a substitute for Owner Disclosure. Due to the legal nature of the real estate transaction, the Company is not responsible for conditions that develop or are discovered prior to closing.

**c. Notice of Claims.** The written Report will be the report of record. Should a concern or dispute arise over the Service provided after closing of title, the Client agrees to notify the Company in writing within ten (10) business days of discovery and to provide the Company with the opportunity to evaluate or otherwise document any concerns **prior to** the commencement of any repair or replacement work. Failure to provide such written notification and access for reinspection will release the Company of any and all liability concerning the Inspection.

**5. NATURE OF THE FRANCHISE RELATIONSHIP.** The Company providing this Report is a franchisee of HMA Franchise Systems, Inc. As a franchisee, the Company is an **independently owned and operated business** that has a license to use the HouseMaster® name, marks, and certain methods. In retaining the Company to conduct an Inspection, Client acknowledges that HMA Franchise Systems, Inc. does not control this Company's day-to-day activities, is not involved in conducting Inspections or other Services provided by the Company, and is in no way responsible for the Company's actions. The Company is solely responsible for addressing any issues or concerns that may develop in connection with any Service. Should HMA Franchise Systems, Inc. be improperly implicated in any claim brought by the Client, Client will be responsible for any and all defense costs and attorneys' fees associated therewith.

**6. CONFIDENTIALITY AND EXCLUSIVE USE.** All Services are performed and Reports (including, when applicable, any addenda and test results) are prepared for the exclusive use and benefit of the Client, unless otherwise specified by law. Reports are non-transferable and may not be relied upon by other parties without the written consent of both the Client and Company.

**7. SEVERABILITY AND ENTIRE AGREEMENT.** The parties agree that all provisions in this Agreement are enforceable to the extent provided by law. Should a court determine that any provision(s) in this Agreement is void, voidable or unenforceable due to a conflict with local law or otherwise, the remaining portions shall remain in full force and effect. Client expressly agrees that this Agreement and the Report, along with any addenda or attachments, contain the entire understanding between the parties. This Agreement supersedes any and all representations or discussions, **whether oral or written**, relating to the subject matter of this Agreement. This Agreement may be modified, altered or amended only if agreed to in writing and signed by the parties.

**8. COMPANY RELATIONSHIPS/THIRD PARTY PROVIDERS.** The Company may have an affiliation with third-party service providers ("TPSP") in order to offer value-added services to its Clients. The Company may receive compensation for such services. The Company may also arrange for these TPSP to send literature or make post-inspection contact with the Company's Clients. **If Client does not wish to receive literature from or be contacted by a TPSP, Client must notify the Company.**