



Home Inspection Professionals
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www.HomeInspectionProfessionals.com

INSPECTION GUARANTEE

1. INTRODUCTION

The purpose of this complimentary Limited Inspection Guarantee (“Guarantee”) is to provide a client (“Client”) of HOME INSPECTION PROFESSIONALS (“Company” or “HIP”) with reimbursement for particular, unexpected repair expenses that may be incurred subsequent to both the completion of the home inspection and the transfer of property title to the Client. The Guarantee allows for partial reimbursement of specified REPAIR expenses, for eligible Elements, incurred by the Client within a period of Sixty (60) days from closing, subject to terms and conditions stated herein.

If the time between the inspection and the closing is unusually lengthy, the Client may arrange for HIP to perform a re-inspection of the house prior to closing for an additional fee. This re-inspection will update the findings of the original inspection and extend the guarantee period to the original term.

This complimentary Guarantee is issued and administered by Home Inspection Professionals. It is not designed to provide for reimbursement of all remedial costs, including noted or forecast conditions, normal maintenance, full replacement, discretionary repairs, upgrades, or any condition or element not specifically included.

2. REIMBURSEMENT TERMS AND PROCEDURES

Subject to the terms and conditions contained herein, including the General Limitations and Exclusions in Section 5, the company will partially reimburse the Client for certain, unexpected repair expenses that may be incurred subsequent to the home inspection and after the transfer of property title to the Client. When deemed eligible under the Eligibility Guidelines listed in Section 4, HIP will reimburse the Client for eligible repair costs beyond the first \$100 incurred by the Client in an aggregate of (up to an maximum of) \$1,500.00 per element. If, in the sole judgment of HIP, a repair of an element is not feasible or possible, HIP will reimburse the Client up to a maximum of \$500.00 toward the replacement of the element.

3. NOTIFICATION PROCEDURES

In order to be considered for reimbursement, prior to commencing any repair or replacement work, the Client must notify HIP in writing of the condition and circumstances for which reimbursement is requested prior to the Guarantee’s expiration date. Upon notification, HIP will advise the Client on the re-inspection and/or repair procedures. When appropriate and by request, HIP will forward a Client Reporting Form to be returned with documentation of the situation. In cases where a condition is deemed by HIP to make the house uninhabitable or in an emergent condition, HIP may authorize, by telephone or other means, reasonable emergency repairs. Any repairs or other remedial work initiated prior to notification and authorization by HIP will void this Guarantee with respect to the element or component so repaired. HIP assumes no responsibility for a recurrence of a reimbursed repair. In the event that a dispute arises between the Client and HIP as to HIP’s responsibility under this Guarantee, such dispute will be presented to a recognized arbitration association, at the Client’s initiation and expense.

4. ELIGIBILITY GUIDELINES

Eligibility for reimbursement is based on the reported condition of the major Elements of the house proper and related components; consequently, repairs to some or all of the elements or components may be excluded from eligibility under this Guarantee. Under no circumstances is mold testing, analysis, removal, remediation, or the consequences of mold, eligible for reimbursement. Under the terms of this Guarantee, certain repair costs for the Elements listed below, if inspected by HIP and reported to be in serviceable condition on the date of the inspection, and so recorded in the Inspection Report, are eligible for reimbursement:

A. Central Heating - Limited to the primary house heating system.

B. Central Cooling - Limited to the primary house central air conditioning system.



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C. Interior Plumbing - Limited to the water, drain and vent piping within the confines of the house proper and the hot water heater. Plumbing fixtures are excluded.

D. Interior Electric - Limited to the main electric panel box and the interior wiring throughout the house.

E. Main Roofing - Limited to sloped (greater than a 2 in 12 slope) roofing materials, roof framing and roof backing over the main house. Flat or low-sloped roofs are excluded.

F. Foundation Walls - Limited to poured concrete and block foundation walls to the extent that their load-bearing ability is affected. Water penetration and the causes of water penetration are not included. House framing components are not included.

G. Kitchen Appliances - Limited to built-in kitchen appliances, does not include refrigerators, washing machines or dryers.

NOTE: REPAIR costs are not eligible for reimbursement if the element or component: (1) was not inspected and rated; (2) was reported to be in Fair or Poor condition, or in any condition other than serviceable; (3) exhibits a condition noted or forecast in the Inspection Report; (4) was reported to require repair, replacement, further evaluation, monitoring, and/or other remedial action ; (5) is not on the eligibility list above; and/or (6) is not part of the house proper.

5. GENERAL LIMITATIONS AND EXCLUSIONS

HIP provides this Guarantee subject to the following limitations and exclusions:

A. This Guarantee applies only to owner-occupied, one or two family resale houses and condominiums (exclusive of common elements). New houses, houses that have never been occupied and/or occupied for a period of less than one year are not eligible. Builders Warranty, Contractors Warranty or any other warranty will always supersede any coverage provided by HIP.

B. In no event will HIP assume responsibility for repair needs: (1) known to the Client prior to closing; (2) occurring after the expiration of the Guarantee; (3) discoverable during a pre-closing house walk-through; (4) where any work was initiated prior to formal notification to HIP and re-inspection by an authorized HIP representative (unless re-inspection was waived, in writing, by HIP); (5) when the inspection fee has not been paid in full.

C. This Guarantee is provided for the exclusive benefit of the Client. It may not be transferred, assigned or extended to any other party without the written consent of HIP.

D. Client is responsible for arranging access to the house and for the opening up of any surfaces needed to complete a repair. HIP assumes responsibility to restore surfaces to a rough finish but not for final resurfacing and decorating after the repair work is completed.

E. Other than as provided by this Guarantee, HIP assumes no responsibility to any party for any repairs or other remedial work. HIP does not assume any liability for bodily injury or death caused by any of the inspected elements or components or their condition, or any subsequent property damage. Also, HIP is not responsible for consequential or secondary damages or other conditions resulting from the failure, malfunction or condition of any element or component.

F. HIP disclaims any responsibility for the adequacy or design of any element or component, the lack of compliance with any local, state, provincial or national code or regulation, buried components, product liability issues, recalls, service notices or insurance eligibility requirements.

G. HIP will not be responsible for conditions or damages which result from neglect or misuse, termites or other insects, vermin, fungi including mold and wood destroying organisms, biological pollutants, environmental hazards or contaminants, animals, birds, bats, shifting or settling of land including frost heave and subsidence, condensation, floods, surface or ground water, tidal waves, nuclear hazards, air contamination, war or any act of aggression, or acts of God.

H. This Guarantee is not a substitute for homeowner insurance, flood insurance, home warranties, service contracts or manufacturer and/or contractor warranties. This Guarantee does not pay reimbursement costs recoverable under such insurance, contracts or similar programs.