

Standard Contract(s): A quick general overview of home inspection contracts or more commonly termed home inspection “agreements” indicates a very wide variety of stipulations and conditions. Many inspectors claim that it allows them more freedom to differentiate themselves from possibly their competitor. It also is desirable to reassure that when the contract is made there are no inconsistencies or omissions. Incorporating exclusion clauses and having the client sign the agreement may be insufficient to relieve the inspector of liability. However, even the requirement to give complete notice and reasonable time can create duress and prove to be onerous for a legally acceptable execution of a contract.

It is extremely important to get the agreement into the client’s hands as quickly as possible. Case law studies indicate that failing to give the client an appropriate chance of saying no, by presenting the agreement for the first time at the actual inspection, constitutes signing under duress, which can void a contract. This is specific to real estate transactions. It is particularly common because of the very limited time contingencies involved and often last minute attempts to permit or arrange a home inspection, or an out of town, non-attending client. Additionally, this restrictive timeframe and specific requirements for the quick removal of conditions such as home inspection information contributes to the higher demand for immediate onsite reports.

Serious attempts in the past to create common general inspection agreements drafted by various inspection associations were set aside for a number of reasons, with the largest concern being that of potential liability of the association. By inserting the association name on the agreement, the inspector is inferring credibility and endorsement by the association. Furthermore, the distribution and use of a standardized agreement would need to be restricted only to “qualified” members.

Standardized agreements can provide a certain expected level of consistency and means to achieve a cohesive standard contract for a home inspection. This would seem to support not just simple recognition by clients but in addition provide a more reliable benchmark particularly when such a contract is brought before the courts. Likewise, insurers would likely see the benefits of a standardized clearer defined scope of work.

With respect to a standardized agreement, the single most important article on which there must be certainty is the subject matter. Equally, in absence of express provisions in the inspection agreement, details and conditions can and often do change. Home inspection agreements normally indicate what the inspector will do and what they do not do. Additionally, inspection agreements reveal other certain language focused on limitations, such as those related by weather or other unknown or concealed conditions most likely encountered beyond the control of the inspector. Similarly inspectors need to be aware of the potential for legal actions arising from their inspections. Care is essential in the wording of agreements that provide reasonable exclusion clauses. Likewise, attention is requisite entering, executing and performing the home inspection including the statements or information provided.

Simply - Contracts are legally binding agreements to clearly state a particular purpose.