

AGING-IN-PLACE HOME READINESS AND SAFETY AUDIT AGREEMENT

This is an Agreement between you, the undersigned (“client, you, or your”) and PepperWood Home Inspections, LLC, (“company, we or our”) for consulting services to perform an Aging-In-Place Home Readiness and Safety Audit (“audit”) at the property (“residence,” “home”) described below.

1. **LOCATION.** The property to be audited is _____.
2. **FEE.** The fee for our consulting services to perform the Aging-in-Place Home Readiness and Safety Audit is \$_____. This is in addition to any other home audit fees associated with our services and is due at the beginning of the audit.
3. **SCOPE OF SERVICES.** We will perform an Aging-in-Place Home Readiness and Safety Audit, based on a checklist designed for senior homeowners who wish to “age in place” in their residences, or may have mobility or other physical limitations. This checklist highlights specific exterior and interior components or conditions that pose safety concerns or might be improved to provide better safety, security, convenience and accessibility. PepperWood Home Inspections, LLC, developed this checklist based on published recommendations of AARP, Inc., the American Society of Home Inspectors (ASHI) and other public sources.
4. **AUDIT METHOD AND DURATION.** The audit will be performed by a PepperWood Home Inspections LLC home inspector, trained by the American Society of Home Inspectors (ASHI) and licensed as a home inspector in Virginia (#3380000831) and Maryland (#32747) and is knowledgeable in the areas required to perform a home inspection. Our inspector will walk through the property and systematically fill out the audit form, highlighting specific exterior and interior components or conditions that pose safety concerns or might be improved to provide better safety, security, convenience and accessibility. If this audit is performed in conjunction with a traditional home audit, it will add approximately one hour of onsite work to the associated audit. If performed as a stand-alone audit service, you can expect the audit to require approximately 2 hours or more to complete the on-site observations. The audit results may be discussed at the end of the audit and after the report is completed. The printed report will be delivered within 24 hours of the completion of the audit.
5. **LIMITATIONS OF THE AGING-IN-PLACE HOME READINESS AND SAFETY AUDIT.** This audit is intended only to identify and highlight safety concerns or conditions that could be addressed to provide a safer and more convenient environment for its occupants and visitors. The audit does not, by itself, ensure the safety, accessibility and convenience of any occupants or visitors to the property, nor does it identify every possible safety risk. It is a limited to visual audit of the condition of the property at the time of the audit and cannot predict the performance of the property and its systems in the future. The audit report does not provide any medical advice or recommendations, which should be obtained from an appropriate medical caregiver. The scope of this audit is limited to visual observations of *readily accessible systems* and *components* and their conditions at the time and date of the audit and is not intended to be *technically exhaustive* or to identify every possible defect or detrimental condition.
6. **THE AGING-IN-PLACE HOME READINESS AND SAFETY AUDIT IS NOT A SUBSTITUTE FOR A HOME INSPECTION.** This audit is intended to be a supplement to and not a substitute for a more complete inspection of the home’s structure and systems. We recommend such inspections, performed to the Standards of associations such as ASHI or InterNACHI, to provide a more complete context for this aging-in-place audit. Together, the audit and inspection would help identify and prioritize improvements and repairs that would help make the home a safer, more secure, convenient, and accessible environment for its residents and visitors. The audit itself and the resulting report are only supplementary to a seller’s or other required disclosures if the audit is related to a real estate transaction.

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7. **CLIENT RESPONSIBILITIES.** You will take the steps necessary to ensure access to the home for the audit. You understand that limited access and/or disconnected utilities will limit the scope of the audit. You will obtain the most value from this audit by a) attending the audit, b) talking with the inspector about his observations, c) learning about the condition and operation of the house during the audit, d) studying the report and addressing the deficiencies, including recommendations to consult with a licensed specialist or contractor for further assessment or repair, e) having follow-up conversations with the inspector, and f) adhering to maintenance and safety schedules. We recommend that you determine that permits were obtained from and signed off by the appropriate authorities for any and all building, plumbing, heating, gas, and electrical work performed on this property. We also recommend that you obtain maintenance, safety, and operational manuals and information for equipment, appliances, fixtures, and systems and any included warranties associated with this property. The ultimate decision of what actions to take in response to this audit is yours. One homeowner may decide that certain conditions require improvement, repair or replacement, while another will not.
8. **IMPROVEMENTS, REPAIRS, REPLACEMENTS, AND INSTALLATIONS ARE OUTSIDE SCOPE OF THE AUDIT.** This Agreement is for consulting services only in performing the audit. The audit will be performed by a home inspector generalist, with training from ASHI and InterNACHI, and is knowledgeable in the areas required to perform a home inspection. We are not responsible performing any improvements, repairs, replacement or installations. Neither the company nor the inspector performs or will offer to perform engineering, architectural, electrical, heating, ventilation, and air conditioning, plumbing, or any other building trades related job function requiring an occupational license.
9. **ASSOCIATIONS ARE NOT PARTIES TO THIS AGREEMENT.** You understand that the associations to which we belong are not parties to this Agreement and that they have no control over us and do not supervise us.
10. **USE OF REPORT AND RELEASE OF LIABILITY.** Our audit and report are confidential and for your use only. You may give us permission in writing (or by email) to discuss our observations with real estate agents, owners, repair persons, or other interested parties you designate. You will be the sole owner of the report and all rights to its content. You give us permission to retain copies of the report and any other related work product. You give us permission to use individual photographs, videos and descriptions of deficiencies or conditions observed during the audit for training, education, or marketing purposes, provided that they are not identified with any other information about the home. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release the Company, its employees and business entities from any liability whatsoever. If you or any person acting on your behalf provides the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our audit and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.
11. **NO GUARANTEE OR WARRANTY RELATED TO THE PROPERTY.** Our audit and report are not a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the property. We expressly disclaim all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, to the fullest extent allowed by law.
12. **AGREEMENT FOR AGING-IN-PLACE HOME READINESS AND SAFETY AUDIT ONLY.** This Agreement is for an Aging-in-Place Home Readiness and Safety Audit only. If you want us to perform any other type of testing, you will sign a separate audit agreement for such testing or audit.

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13. **LIMITED LIABILITY.** You agree that our liability (and that of our agents, employees, etc.) for claims arising out of this Agreement shall be limited to liquidated damages in an amount equal to the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages, or for the loss of the use of the property. You acknowledge that the liquidated damages are not intended as a penalty but are intended to: (i) reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) allocate risk among us; and (iii) enable us to perform the audit at the stated fee.
14. **CLAIMS AND RIGHT TO INVESTIGATE.** If you believe you have a claim against us, you will supply us with the following within seven days of discovering your claim: (i) written notice of the claim in sufficient detail and with sufficient supporting documents that we can intelligently evaluate it; and (ii) access to the premises. Failure to comply with these conditions is a bar to any claim or lawsuit and releases us from any liability.
15. **VENUE FOR LEGAL ACTION.** You agree that the exclusive venue for any litigation arising out of this Agreement shall be Arlington County, VA. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim.
16. **SEVERABILITY.** If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents our entire agreement between the parties. All prior communications are merged into this Agreement. There are no terms or promises other than those in this Agreement. No statement or promise allegedly made after the execution of this Agreement shall be binding unless reduced to writing and signed by us. Any modification to this Agreement must be in a writing signed by you and us. This Agreement binds the successors of the parties.
17. **AGREEMENT NOT ASSIGNABLE.** Neither you nor the Company may assign this agreement.
18. **REDUCED TIME TO BRING A LEGAL CLAIM.** You will have no cause of action against us after one year from the date of the audit.
19. **AUTHORIZED CLIENT SIGNATURE.** If there is more than one client, you are signing on behalf of all of them, and you represent that you are authorized to do so.
20. **LARGE PRINT VERSION OF THIS ADDENDUM IS AVAILABLE.** If you would like a large print version of this addendum before signing it, you may request one by writing or emailing us.
21. **I ACKNOWLEDGE RECEIVING A COPY OF THIS AGREEMENT, I HAVE CAREFULLY REVIEWED THIS AGREEMENT AND AGREE TO THE TERMS OF THIS AGREEMENT, BY SIGNING BELOW OR ELECTRONICALLY.**

CLIENT SIGNATURE AND PRINTED NAME

(Date)