

# INSPECTION AGREEMENT

## **THIS AGREEMENT LIMITS OUR LIABILITY – PLEASE READ**

This Home Inspection Agreement is made effective on the date its execution as set forth below, by and between J & K Inspections, LLC (hereinafter referred to as J & K Inspections) and \_\_\_\_\_ (hereinafter referred to as client, you, or your). J & K Inspections is in the business of providing home inspection services. You, the undersigned Client, have requested that J & K Inspections, the undersigned independently owned and operated Home Inspection Company, along with our employees and any persons conducting the general home inspection as well as additional services and tests expressly consistent with the terms and conditions outlined in this Agreement at the property located at the following address:

\_\_\_\_\_

\_\_\_\_\_

## **SCOPE OF THE INSPECTION**

The general home inspection is a non-invasive physical examination of the readily accessible built-in appliances, mechanical, electrical, and plumbing systems, and the essential internal and external structural components of the residential dwelling under the standards and scope for home inspections established by the International Association of Certified Home Inspectors and the Standards and Practices as published by the State of South Dakota. J & K Inspections is not an expert in every craft or profession. Therefore, the general home inspection that J & K Inspections will conduct is not technically exhaustive. The fee charged for these services is substantially less than that of a technically exhaustive inspection. The inspection is designed only to identify material defects in those systems and components of the residential dwelling exposed to view and apparent as of the day of the inspection. See the “Specific Exclusions” sections for the services that are excluded from this general inspection.

A written inspection report (Report) will be prepared that will describe and identify the inspected systems, structures, or components of the dwelling that were inspected, any material defects identified to be in need of immediate repair, and any recommendations regarding the conditions observed or recommendations for further evaluation by appropriate person. Style, aesthetics, design flaws, and hidden defects will not be considered in determining whether a system, structure, or component is defective. The Report reflects an observation of certain listed items of the Property as of the date and time of the inspection and is not a list of repairs to be made. The Report is not intended for use in renegotiating the sale of the property. Your real estate agent can help you determine which items are eligible for negotiation under the terms of the sale contract. The seller may or may not be required to repair deficiencies reflected in this report. Items not listed in the inspection report were not inspected.

## **ADDITIONAL SERVICES:**

J & K Inspections may be able to perform additional services and tests over and above the general home inspection but only if such additional services and tests are agreed upon by both parties. Unless you request additional services and tests and J & K Inspections agree to perform the additional services and tests by expressly stating the additional services and tests to be performed, the fees to be charged and paid, and by initialing the appropriate section identifying the additional services and tests to be performed and the amount to be paid, this Inspection Agreement is for the general home inspection only and does not include the other additional tests and services, including but not limited to the following: carbon monoxide test; radon gas test; water analysis; wood destroying insects inspection; and mold inspection or invasive testing of EIFS, Exterior Insulation and Finishing Systems, to determine the existence of moisture and damage related thereto.

## **EXCLUSIONS:**

A system or component is not readily accessible if inspection requires moving personal property, dismantling, destructive measures, or any action that will, in the opinion of the inspector, likely involve risk to persons or property. The inspector cannot examine what cannot be seen. Anything not readily observable because it is concealed or inaccessible due to obstructions including, but not limited to, floor coverings, suspended ceiling tiles, insulation, furniture, or other personal property, or soil, vegetation, water, ice, or snow cannot be inspected. J & K Inspections is not required to move or disturb such items in order to diminish or eliminate the obstruction. J & K Inspections is not required to report on or engage in any practice or act that is not included or that is specifically excluded in the inspection guidelines unless otherwise agreed to in a writing signed by the parties. J & K Inspections is not required to inspect anything identified in the inspection guidelines as limitations or exclusions specific to the systems and components inspected. The list of the following specific exclusions is not an exhaustive list. Rather, the exclusions include, but are not limited all exclusions set forth in South Dakota Administrative Rules 20:74:06:04 – 20:74:06:17, which are incorporated into this Inspection Report by this reference and are attached to this Inspection Report as Schedule I.

J & K Inspections is NOT required to determine the following: remaining life of any system or component, the causes of any condition or deficiency, methods and costs of corrections, suitability of the property for a specialized use, market value or marketability, insects, rot/decay, fungus, including mold and mildew, decorative items, underground items, breached vacuum seals in insulated glass, or items not permanently installed. J & K Inspections is not required to do the following: predict future conditions including, but not limited to, failure of components, operable condition of any system or component that is shut down or otherwise inoperable, light pilot lights, determine the presence of hazardous substances, enter hazardous areas, or perform engineering, architectural, plumbing, or any other job function requiring an occupational license or certification in the Client's jurisdiction (unless the inspector holds a valid license or certification and the parties agree to the additional services and tests to be performed as identified herein for an additional fee. J & K Inspections is not required to inspect fences; soil conditions; spas; saunas; steam baths; pools and related equipment; outbuilding, other than

garage or carport; sprinkler systems; private and community waste disposal systems; telephone; cable television; intercoms; security systems; low voltage lighting systems; well systems; window-unit air conditioning systems; furnace heat exchangers; and heating or cooling systems when weather conditions or other circumstances may cause equipment damage. J & K Inspections is not required to inspect cosmetic items such as paint, wall paper, carpet, or other finishes on walls, ceilings or floors, and any type of window treatment, such as blinds or draperies. J & K Inspections is not required to determine non-compliance with manufacturer's specifications or applicable regulatory requirements, including but not limited to building code compliance. Water/moisture, leaks, seepage, and drainage problems are often only visible during or after a certain amount of rain. It is thus impossible to observe water/moisture, leaks, seepage, and drainage problems unless the inspection is conducted during or immediately after a rain sufficient to reveal such problems.

**Code compliance, manufacturer's specifications, valuations, and other regulations - J & K Inspections** will not investigate or give any opinion concerning easements, conditions of title, zoning matters, or building or property measurements and value appraisals. There are thousands of building codes and manufacturing specifications. They change frequently and are frequently subject to individual interpretation. J & K Inspections has a general knowledge about code requirements and can answer many code related questions, but J & K Inspections has no legal authority to mandate code compliance. You should contact the appropriate governmental agencies if you desire such information.

**Product defects and environmental hazards - J & K Inspections'** inspection is neither a chemical analysis nor a search for defective products or environmental hazards. Materials regularly used in residential construction may contain potentially hazardous substances such as asbestos, lead, and formaldehyde. Except as modified herein or by separate written agreement, J & K Inspections' inspection excludes chemical analysis of defective products and environmental hazards including, but not limited to: asbestos, lead, lead paint, radon, carbon monoxide, and mold.

## **SPECIFIC EXCLUSIONS**

THIS INSPECTION REPORT DOES NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND. THIS INSPECTION REPORT ALSO DOES NOT SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW. Therefore, you agree not to hold J & K Inspections responsible for any future failure or repair, or for the non-discovery of any patent or latent defects in material, workmanship, or other conditions of the property which may occur or become evident after the inspection date; or for any alleged non-disclosure of conditions that are the express responsibility of the seller of the property. This inspection is intended to add to your knowledge of the building and help you understand the risk of owning it. The inspection is not intended to and cannot eliminate all the risk of purchase. J & K Inspections help you assess the risk; J & K Inspections does not assume the risks for you. Warranty programs for appliance and mechanical failure and homeowner's insurance are the traditional avenues available to manage the risk of property ownership.

## **MOLD EXCLUSION:**

J & K Inspections is not responsible for discovering or reporting on the presence or absence of mold or mildew. Furthermore, J & K Inspections is not responsible for any damage that arises from or related to mold or mildew, even if the mold or mildew is a direct consequence of a condition upon which J & K Inspections is required to report as set forth in this agreement.

## **DISPUTE RESOLUTION AND REMEDY LIMITATION:**

**Notice of Claims** – You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission of J & K Inspections in connecting with the Services shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow J & K Inspections a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspecting the property before you, or anyone acting on behalf, repair, replace, alter, or modify the system or component that is the subject matter of the claim. You understand and agree that any failure to timely notify J & K Inspections and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against J & K Inspections related to the alleged act or omission unless otherwise prohibited by law.

**Venue** – Any litigation concerning the interpretation of this Agreement shall be venued in the Fourth Judicial Circuit in Lawrence County, South Dakota.

**Limitations Period** – Any legal action arising from this Agreement or from the services and Report, including but not limited to the litigation in the Fourth Judicial Circuit in Lawrence County, South Dakota, must be commenced within one (1) year from the date of the services. 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 law.

**Limitations of Liability** – Due to the nature of the services that J & K Inspections is providing, 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 by J & K Inspections. Thus, **if J & K Inspections fails to perform the services as provided herein or is careless or negligent in the performance of the services and/or preparing the Report, J & K Inspections' liability for any and all claims related thereto is limited to the fee paid for the services, and you release J & K Inspections from any and all additional liability. There will be no recovery for consequential damages.** You understand that the performance of the services without this limitation of liability would be more technically exhaustive, likely require specialists, and would cost substantially more than the fee paid for this limited visual inspection.

**Attorney's Fees and Costs** – In the event that a legal action is commenced by either you or J & K Inspections, in regard to this Inspection Agreement, services, or Report, and in the event, J & K Inspections prevails in such legal action, you shall be responsible for paying all of the fees, costs, and disbursements incurred by J & K Inspections in defending or bringing any such action, including but not limited to reasonable attorney's fees.

**OTHER PROVISIONS:**

**Severability and Entire Agreement** – The parties agree that should the Court determine that any provision in this Inspection Agreement is void, voidable, or unenforceable, the remaining portions shall remain in full force and effect. This Agreement, in its entirety, including attached Schedules, and any executed Addenda, contains the entire Agreement between the parties, and there are no other representations, warranties, or commitments, except as are specifically set forth herein. This Agreement supersedes any and all representations or discussions, whether oral or written, if any, among the parties 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.

**Confidentiality** - You understand that the services are being performed, and the Report is being prepared, for your sole confidential exclusive benefit and use. If you directly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold J & K Inspections harmless for any claims or actions based on the services or the Report brought by any third party. Notwithstanding anything set forth herein, by executing this document, you expressly authorize J & K Inspections, in their sole discretion, to distribute copies of the Report to the real estate agents or attorneys directly in this transaction, who are not intended beneficiaries of the Report.

**FEE:**

You agree to pay the fees set forth in this Inspection Agreement for the performance of the services identified herein. This amount shall be paid in full prior to the completion of the services. Should you fail to timely pay the agreed upon fees, you shall be responsible for paying all of the fees associated with collection, including but not limited to costs, disbursements, and reasonable attorney's fees.

The fee for the general inspection as set forth in detail herein shall be \$\_\_\_\_\_.

At your request, we will perform the following additional tests and services for the amounts set forth below:

1. \_\_\_\_\_ \$\_\_\_\_\_
2. \_\_\_\_\_ \$\_\_\_\_\_
3. \_\_\_\_\_ \$\_\_\_\_\_
4. \_\_\_\_\_ \$\_\_\_\_\_

By initialing below, you are representing that you are requesting the additional services identified above and agreeing to pay the fee associated with such additional services as set forth above. Additionally, by initialing below, J & K Inspections is agreeing to provide the additional services identified above and agreeing to perform such additional services for the fee identified above.

\_\_\_\_\_  
Client

\_\_\_\_\_  
J & K Inspections

By signing below you acknowledge that you have received and read this Inspection Agreement and attached Schedule setting forth the exclusions, and that you understand and agree to the terms and conditions of this Inspection Agreement, including but not limited to, the limitation of liability, the limitations period, and the agreement to pay the fee set forth herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
CLIENT (Print)

\_\_\_\_\_  
CLIENT (Print)

\_\_\_\_\_  
CLIENT (Signature)

\_\_\_\_\_  
CLIENT (Signature)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**J & K INSPECTIONS, LLC**

By: \_\_\_\_\_  
Its: Member

## SCHEDULE 1

**20:74:06:04. Purpose and scope of inspections.** Inspections performed to the standards of practice are intended to provide the client with a better understanding of the property condition as observed at the time of the inspection and inform the client about major deficiencies in the condition of the property. A home inspection is visual in nature and tests normal operating devices designed for day-to-day use. A home inspection does not include invasive procedures and is not technically exhaustive. A written report prepared for the client, either in narrative form, a checklist format, or a combination thereof, shall describe those components inspected in accordance with the standards of practice, and which of the components inspected were found to be in need of immediate major repair.

The standards of practice are not intended to limit inspectors from reporting observations and conditions in addition to those required by the standards of practice or from excluding systems and components from the inspection if requested by the client.

**20:74:06:05. General exclusions and limitations.** The following general exclusions and limitations apply to home inspectors:

- (1) An inspector is not required to report on:
  - (a) The life expectancy of any component or system;
  - (b) The causes of the need for a major repair;
  - (c) The methods, materials, and costs of a major repair;
  - (d) The suitability of the property for any specialized use;
  - (e) Compliance or noncompliance with applicable regulatory requirements;
  - (f) The market value of the property or its marketability;
  - (g) The advisability or inadvisability of purchase of the property;
  - (h) Any component or system which was not observed;
  - (i) The presence or absence of pests such as wood damaging organisms, rodents, or insects; or
  - (j) Cosmetic items, underground items, or items not permanently installed;
  
- (2) An inspector is not required to:
  - (a) Offer to perform or perform any act or service contrary to law;
  - (b) Offer warranties or guarantees of any kind;
  - (c) Calculate the strength, adequacy, or efficiency of any system or component;
  - (d) Enter any area or perform any procedure which may damage the property or its components, or be dangerous to the inspector or other persons;
  - (e) Operate any system or component which is shut down or otherwise inoperable;
  - (f) Operate any system or component which does not respond to normal operating conditions;
  - (g) Disturb insulation, move personal items, furniture, equipment, plant life, soil, snow, ice, or debris, which obstructs access or visibility;

- (h) Determine the presence or absence of any suspected hazardous substance, including, but not limited to toxins, carcinogens, noise, or contaminants in soil, water, and air;
- (i) Determine the effectiveness of any system installed to control or remove suspected hazardous conditions;
- (j) Predict future conditions, including but not limited to failure of components; or
- (k) Evaluate acoustical characteristics of any system or component.

**20:74:06:06. Structural components for inspection -- Exclusions.** A home inspector shall inspect structural components as follows:

(1) The inspector shall observe and report on the general appearance and condition of the following:

- (a) Foundations, foundation walls, other support and sub-structure components, including carrying beams, support columns, and piers;
- (b) Under-floor crawl spaces, basements, and attics;
- (c) Floors, basement floor slabs, grade slabs, first and subsequent floors (if the framing is visible);
- (d) Exterior walls for thickness and unusual conditions, such as excessive deflection;
- (e) Support columns;
- (f) Ceiling and floor structures;
- (g) Roof structures; and
- (h) Deck, balcony, and stairway supports and their method of attachment;

(2) The inspector shall report on noted indications of:

- (a) Water penetration;
- (b) Differential settlement and cracking indicating movement;
- (c) Harmful condensation;
- (d) Major moisture damage;
- e) Visible damage by wood destroying organisms or insects or major areas of rot.  
(This is not to replace a thorough inspection by an appropriately credentialed or licensed wood destroying insect expert;

(3) The inspector is not required to:

- (a) Probe structural members if probing would damage the component or any finished surface;
- (b) Enter crawlspaces or attics if there is less than three feet of clearance, entry could damage the property, or dangerous or adverse situations are suspected; or
- (c) Provide engineering or architectural services.



**20:74:06:07. Exterior components for inspection -- Exclusions.** A home inspector shall inspect exterior components as follows:

(1) The inspector shall observe and report on the general appearance and condition of the following:

- (a) Exterior siding and trim work;
- (b) Eaves, soffit, and fascia;
- (c) Driveways, patios, and walkways;
- (d) Entry doors and a representative number of windows;
- (e) Garage door operators and reversing mechanisms;
- (f) Decks, balconies, stoops, steps, and porches, including railings; and
- (g) Grading, drainage, and retaining walls with respect to their effect on the condition of the building;

(2) The inspector is not required to observe:

- (a) Storm windows, storm doors, screening, shutters, awnings, and similar seasonal accessories;
- (b) Fences;
- (c) Safety glazing;
- (d) Garage door operator remote control transmitters;
- (e) Geological and soil conditions;
- (f) Recreational facilities; or
- (g) Out-buildings other than garages and carports.

**20:74:06:08. Roofing components for inspection.** A home inspector shall inspect roofing components as follows:

(1) The inspector shall observe, when accessible, and report on the general appearance and condition of the following:

- (a) The type of roof covering materials;
- (b) Roof drainage systems (gutters, downspouts, etc.);
- (c) Flashings;
- (d) Skylights, chimneys, and roof penetrations; and
- (e) Chimney and liner material, lack of chimney liners, and chimney deterioration;

(2) The inspector shall also report the following:

- (a) The methods used to observe the roofing;
- (b) The apparent life of the roof covering;
- (c) Missing shingles, hail, and wind damage;
- (d) Loose or missing flashing and/or drip edging;
- (e) Leaking gutters, missing downspouts, splash blocks, and down spout extensions; and
- (f) Those sections of the roof not visible from the ground.

**20:74:06:09. Interior components for inspection -- Exclusions.** A home inspector shall inspect interior components as follows:

(1) The inspector shall observe and report on the general appearance and condition of the following:

(a) General interior:

- (i) Walls, ceilings, and floors;
- (ii) Doors, to include the operation of doors, missing or malfunctioning hardware, and proper fit;
- (iii) Windows, to include the operation of a representative number of windows, presence of double or single pane glass, evidence of leakage, visible entrapped moisture between seals on double pane windows, and broken window panes;
- (iv) Skylights, to include the condition of skylight glass, presence of condensation or leakage stains, and the operation of the skylight, if possible;
- (v) Stairways, to include the presence or absence of handrails;
- (vi) Balconies, to include the presence and condition of guardrails;
- vii) Interior electrical/mechanical/heating, ventilation, and air conditioning systems;
- (viii) A representative number of electrical outlets for proper connection and grounding;
- (ix) All light switches;
- (x) All ceiling fans;
- (xi) Presence or absence of a heating source in each living area; and
- (xii) Functional operation of the heating source;

(b) Bathrooms:

- (i) Functional flow for each water source, including hot water at each hot water source;
- (ii) Functional drainage at each drain, the presence of an operating stop at each drain, and signs of leakage;
- (iii) Presence or absence of a ventilation fan, the operation of the fan, and discharge to outside, if possible; and
- (iv) Operating windows;

(c) Laundry:

- (i) Presence of a power source for a clothes dryer - gas or electric - and presence of a vent line; and
- ii) Presence of hot and cold water connections, presence of a drain, and presence of 110 volt power;

(d) Kitchen:

- (i) Permanently installed cabinets and countertops;

- (ii) Stove/oven, to include the fuel type - electric, natural gas, or propane - and the operation of heating elements;
- (iii) Ventilation fan and light - operation - exhaust to outside or recirculating;
- (iv) Refrigerator - operation at time of inspection;
- (v) Dishwasher - operation at time of inspection, verify functional flow and drainage;
- (vi) Garbage disposal - verify functional operation;
- (vii) Compactor - verify functional operation; and
- (viii) Microwave (permanent) - verify presence;

(e) Safety devices:

- (i) Ground fault circuit interrupters -- breaker or outlet type, trip from test button, trip from external tester; and
- (ii) Smoke detectors - hard wired or battery, test from test button on unit;

(2) The inspector is not required to:

- (a) Test minor functions of appliances;
- (b) Test minor appliances;
- (c) Operate every window;
- (d) Test every electrical outlet;
- (e) Observe paint, wallpaper, or other wall finish treatments;
- (f) Observe carpeting;
- (g) Observe draperies, blinds, or other window treatments;
- (h) Report on water filtering devices;
- (i) Evaluate shower pans for leakage;
- (j) Evaluate water softening or other conditioning systems;
- (k) Report on phone lines, cable lines, intercoms, alarms, or other low voltage signal systems;
- (l) Operate any plumbing or gas shut-off valves;
- (m) Report on condition of relay operated lights;
- (n) Determine adequacy of plumbing systems (including hot water capacity, pressure, and flow);
- (o) Test electrical timers;
- (p) Test Jacuzzi tubs or hot tubs; or
- (q) Test carbon monoxide detectors.

**20:74:06:10. Electrical components for inspection -- Exclusions.** A home inspector shall inspect electrical components as follows:

(1) The inspector shall observe and report on the general appearance and condition of the following:

- (a) Service entrance lines - whether underground or overhead and any obstructions;
- (b) Meter/mast - properly secured to house;

- (c) Main panel location, voltage/amperage rating;
    - (i) Service entry conductor material - copper or aluminum;
    - (ii) Disconnect/main breaker size - grounding line observed;
    - (iii) Branch circuit protection - breakers or fuses;
    - (iv) Presence of aluminum branch circuit wiring;
    - (v) Presence of multiple-tapped breakers/fuses;
    - (vi) Presence or melted insulation, signs of arcing or other signs of fire; or
    - (vii) Presence of mismatched wire/circuit protection;
  
  - (d) Location of any subpanel, voltage/amperage rating;
    - (i) Branch circuit protection - breakers/fuses;
    - (ii) Presence of aluminum branch circuit wiring;
    - (iii) Presence of multiple-tapped breakers/fuses;
    - (iv) Presence of melted insulation, signs of arcing or other signs of fire; or
    - (v) Presence of mismatched wire/circuit protection;
  
  - (e) Load management systems - note presence;
- (2) The inspector is not required to:
- (a) Insert any tool, probe, or testing device inside the main panel or subpanels;
  - (b) Dismantle any electrical device other than the covers on main panels and subpanels;
  - (c) Activate or test components on branch circuits that are not energized;
  - (d) Remove outlet covers or switch plates; or
  - (e) Inspect low voltage systems.

**20:74:06:11. Plumbing components for inspection -- Exclusions.** A home inspector shall inspect plumbing components as follows:

(1) The inspector shall observe and report on the general appearance and condition of the following:

- (a) Material of incoming water supply - main valve location;
- (b) Interior water supply and distribution piping material;
- (c) Interior drain, waste, and vent system - drain, waste, and vent material;
- (d) Water heating system:
  - (i) Fuel type - electric, natural gas, or propane;
  - (ii) Flue and vent for gas system;
  - (iii) Capacity;
  - (iv) Age, if possible;
  - (v) Pressure/temperature relief valve with appropriate extension;
- (e) Water conditioning equipment; presence and location of:

- (i) Water softening system;
- (ii) Water filtering system;
- f) Private well equipment; presence and location of:
  - (i) Cistern;
  - (ii) Wellhead;
  - (iii) Pump(s);
  - (iv) Pressure tank(s);
- (g) Sump pumps; presence:
  - i) Automatic operation;
  - (ii) Operate from float valve;
  - (iii) Location of discharge, if possible;

- (2) The inspector is not required to:
  - (a) Observe or report on private waste disposal systems;
  - (b) Observe the effectiveness of anti-siphon devices;
  - (c) Determine whether water supply and waste disposal systems are public or private;
  - (d) Operate automatic safety controls;
  - (e) Operate shut off valves;
  - (f) Observe sprinkler systems if winterized;
  - (g) Evaluate effectiveness of conditioning systems;
  - (h) Determine water quality or quantity;
  - (i) Evaluate spas, except for flow and drainage; or
  - (j) Evaluate well pumps or pressure tanks.

**20:74:06:12. Central cooling components for inspection -- Exclusions.** A home inspector shall inspect central cooling components as follows:

- (1) The inspector shall observe and report on the following:
  - (a) Type of unit (i.e., central air, heat pump, evaporative cooler);
  - (b) Manufacturer (if visible);
  - (c) Operation of the unit unless outside air temperature is less than 65 degrees Fahrenheit and verification of cooling of air;
  - (d) Physical condition; and
  - (e) Air flow within house;
- (2) The inspector is not required to:
  - (a) Test or evaluate wall or window mounted units;
  - (b) Evaluate efficiency or adequacy of system;
  - (c) Operate systems that are covered or otherwise shut down; or
  - (d) Open panels other than those designed for routine homeowner maintenance.

**20:74:06:13. Central heating components for inspection -- Exclusions.** A home inspector shall inspect central heating components as follows:

- (1) The inspector shall observe and report on the following:
  - (a) Type of system (i.e., forced air, hot water baseboard, ceiling radiant, heat pump, etc.)
  - (b) Fuel type (i.e., electric, natural gas, propane, oil, coal, wood, or other);
  - (c) Manufacturer;
  - (d) Estimated age (or age from data plate);
  - (e) Functional operation from thermostat;
  - (f) General condition of system;
  - (g) Air flow at registers, if applicable - verify;
  - (h) Positive pitch of flue pipes - verify;
  - (i) General appearance of humidifiers;
  - (j) Supplemental heat systems; and
  - (k) Gas control valves and shutoff valves - check for leak;
  
- (2) The inspector is not required to:
  - (a) Verify or operate safety control devices;
  - (b) Operate heat pumps if outside temperature is above 75 degrees Fahrenheit; or
  - (c) Remove panels other than those designed to be removed for routine homeowner maintenance.

**20:74:06:14. Stove and fireplace components for inspection -- Exclusions.** A home inspector shall inspect stove and fireplace components as follows:

- (1) The inspector shall observe and report on the following:
  - (a) Fireplaces - fuel type, location, abnormal cracks or openings in visible portion of firebox, operation of damper, if accessible, existence of flue liner, type of venting for gas fireplace, presence and operation of blower;
  - (b) Stoves - fuel types, location, distance from combustible surfaces/floor protection, connection to flue, existence of flue liner, operation of damper, if accessible, presence and operation of blower;
  
- 2) The inspector is not required to:
  - (a) Report on interior condition of liner;
  - (b) Perform a smoke test;
  - (c) Test blower if on a thermostat;
  - (d) Operate gas appliances if gas is shut off;
  - (e) Operate remote controls;
  - (f) Determine adequacy of flue draft; or
  - (g) Report on compliance with current regulatory codes.

**20:74:06:15. Ventilation and insulation components for inspection -- Exclusions.** A home inspector shall inspect ventilation and insulation components as follows:

- (1) The inspector shall observe and report on the following:
  - (a) Insulation - presence in attic and crawlspace, insulation material, thickness of insulation and approximate R-value, unusual conditions (dampness, etc.);
  - (b) Ventilation - presence or absence in attic or crawlspace, presence of attic fan, presence and operation of whole house fan, presence and operation of bathroom ventilation fan, presence and operation of kitchen ventilation fan;
- (2) The inspector is not required to:
  - (a) Perform an energy audit;
  - (b) Report on insulation and/or ventilation in concealed places; or
  - (c) Report on ventilation that is internal to other household devices.