

Website Terms and Conditions

In using this website, you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice, and any or all Agreements: "Client," "You," and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company," "Ourselves," "We," and "Us" refer to our Company. "Party," "Parties," or "Us" refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration or any other means, for the express purpose of meeting the Client's needs in respect of the provision of the Company's stated services/products, in accordance with and subject to, prevailing Delaware Law. Any use of the above terminology or other words in the singular, plural, capitalization, and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

Privacy Statement

We are committed to protecting your privacy. On a need-to-know basis, authorized employees within the Company only use any information collected from individual customers. We regularly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offenses for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

Confidentiality

NATIONAL DATA PROTECTION AUTHORITY

No official national authority. However, the FTC has jurisdiction over most commercial entities and has the authority to issue and enforce privacy regulations in specific areas (e.g., for telemarketing, spamming, and children's privacy). The FTC uses its general rule to prevent unfair and deceptive trade practices to bring enforcement actions against inadequate data security measures and inadequately disclosed information collection, use, and disclosure practices. State Attorneys General typically have similar authority and bring some enforcement actions. In addition, a wide range of sector regulators, particularly those in the health care and financial services sectors, have the authority to issue and enforce privacy regulations. However, client records are confidential and, therefore, will not be divulged to any third party other than our supplier(s) and, if legally required, to the appropriate authorities. Clients have the right to request sight of and copies of any and all Client Records we keep on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Clients with appropriate written information, handouts, or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

Disclaimer

Exclusions and Limitations

The information on this website is provided on an "as is" basis. To the fullest extent permitted by law, this Company: A-Pro and any of its affiliates excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and or the Company's literature; and A-Pro and any of its affiliates exclude all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems, and programs and the data thereon or any other direct or indirect, consequential and incidental damages. All guarantees and or warranties have separate written agreements. Please request a signed copy of the agreement before contracting with any of our inspectors for any and all services provided herein.

This Company does not, however, exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Payment

Cash or Personal Check with Bankers Card, all major Credit/Debit Cards, Bank Drafts, or Bank Transfer are acceptable payment methods. Our Terms are payment in full within thirty days. All goods remain the property of the Company until paid for in full. Monies that remain outstanding by the due date will incur late payment interest at the rate of 3% per month on the outstanding balance until such time as the balance is paid in the full and final settlement. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection Agencies and/or through the Small Claims Court in the event that the outstanding balance does not exceed \$3000. In such circumstances, you shall be liable for any and all additional administrative and/or court costs.

Returned checks will incur a \$35 charge to cover banking fees and administrative costs. In an instance of a second Returned check, we reserve the right to terminate the arrangement and, if agreed to, we shall insist on future cash transactions only. Consequently, all bookings and/or transactions and agreements entered into will immediately cease until any and all outstanding monies are recovered in full. Cancellation Policy Minimum 24 hours notice of cancellation required. Notification for instance, in person, via email, mobile phone' text message' and/or fax, or any other means will be accepted subject to confirmation in writing. We reserve the right to levy a \$30 charge to cover any subsequent administrative expenses.

Termination of Agreements and Refunds Policy

The Client and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services shall be refunded.

Availability

Unless otherwise stated, the services featured on this website are only available within the United States; however, in some locations, services are not available, or in relation to postings from the United States. You must call and speak with the independent owner of this site to confirm the availability of any services listed on this site. All advertising is intended solely for the United States market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs, and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the Company's express written consent. The Company does not warrant that the service from this site will be uninterrupted, timely, or error-free, although it is provided to the best ability. By using this service, you thereby indemnify this Company, its employees, agents, and affiliates against any loss or damage, in whatever manner, howsoever caused.

Log Files

We use IP addresses to analyze trends, administer the site, track users' movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns, and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different from that stated above without your explicit permission.

Cookies

Like most interactive websites, this Company's website [or ISP] uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

Links to this website

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

Links from this website

We do not monitor or review the content of other party's websites that are linked to this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices or content of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Copyright Notice

Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website. This Company's logo is a registered trademark of this Company in the United States and other countries. The brand names and specific services of this Company featured on this website are trademarked A-Pro®.

Communication

We have several different email addresses for different queries. These, and other contact information, can be found on our Contact Us link on our website or via Company literature, or via the Company's stated telephone, facsimile or mobile telephone numbers.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, the act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

General

The laws of **Delaware** govern these terms and conditions. By accessing this website and or using our services/buying our products you consent to these terms and conditions and to the exclusive jurisdiction of the **Delaware** courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied, or supplemented except in writing and signed by duly authorized representatives of the Company.

120-DAY GUARANTEE (FOR BUYERS OR SELLERS)

GUARANTEE AGREEMENT

The administrator guarantees the performance of the CHI professional home inspector as follows: In the event of the failure of any system or component that was inspected by the CHI professional home inspector but that was not identified in the Home Inspection Report as deficient, we will reimburse you for the reasonable costs to repair the deficient system or component. Such reimbursement is subject to the applicable deductibles, as well as all terms and conditions contained herein.

DEFINITIONS

"Deficient" means that the system or component has been identified in the inspection report by the CHI professional home inspector as a 'major concern,' 'major improve', 'safety issue', 'improve', 'monitor', or has otherwise been identified as malfunctioning, or at risk of malfunction. "Failure" means that the system or component ceases to function for its intended purpose.

TERMS AND CONDITIONS

Please read carefully. Void where prohibited by law. This is not a home warranty or maintenance agreement. I understand that in order for a claim to be valid, I must contact the claims administrator before making repairs to receive a claim validation number. I understand that my failure to obtain claim validation and an Authorization Number before I make repairs will render this agreement null and void. I also understand that this agreement is effective only after a CHI professional home inspector has performed a full and comprehensive home inspection including the completion of the Home Inspection Report (a written report of findings) according to the [InterNACHI industry Standards of Practice](#). I agree that there is no coverage under this guarantee for any system or component that is identified in the inspection report as deficient in any manner. Once the system or component deficiency is corrected, AND my CHI professional home inspector has re-inspected the repaired system or component AND has amended the report to

reflect that adequate corrections to the deficiency have been effected, coverage will apply to such previously deficient component(s) for the remainder of the contract term. I also understand and agree that if a defect that had not been previously identified is discovered by the CHI professional home inspector during any subsequent inspection, then that system and or component is not covered subsequent to the inspector's identification of the deficiency.

ADDITIONAL TERMS AND CONDITIONS

This coverage is valid for owner-occupied single-family dwellings only. The administrator reserves the right to cancel this agreement or transfer it at any time and return the unearned portion of the enrollment fee. Notwithstanding any other provision of this agreement, the 120 Day Guarantee plans are limited to a maximum aggregate benefit amount of one thousand dollars (\$1000.00) per contract term regardless of the number of claims made. I understand that all disputes arising hereunder shall be resolved by and through binding Arbitration as described below. If the suit is brought by me or anyone on my behalf prior to submitting and completing the Arbitration procedure, I agree to pay all costs and attorney's fees of the Administrator, partners, and affiliates.

CLAIMS PROCEDURES

1. In the event of a claim, you must immediately, and prior to making any repairs, contact the inspector for details.
2. You must submit a copy of your Home Inspection Report along with one estimate for mechanical or roof claims, and three estimates for structural claims to the inspector. All estimates must provide an explanation of the malfunction, and must be itemized with a breakdown of all costs for parts and labor. We will only accept estimates from contractors who are licensed, bonded, and insured. We reserve the right and you agree to provide us with any additional estimates and/or documentation that we reasonably request.
3. If the claim is to be covered, Claim Administrator will provide you with an Authorization Number.
4. After you obtain your Authorization Number, you may contact a licensed, bonded, and insured contractor of your choice to have the authorized repairs completed.
5. After we receive the required documents, we will reimburse you for the lesser of the lowest bid, the reasonable repair costs, the reasonable replacement costs, the depreciated value of the system or component, or the remaining balance of the maximum aggregate benefit limit under this agreement. The depreciated value of the system or component is based on the item's current age, condition, quality, and other factors established from formulas and techniques proprietary to us our partners and affiliates, and or their partners and affiliates.
6. You further agree where applicable to hire the contractor with the lowest bid to perform repairs subject to this entire agreement and according to the pre-inspection agreement.
7. We reserve the right at our sole discretion to have our own inspector or adjuster further evaluate the condition or the problem; additionally, we reserve the right to select a contractor of our choosing to perform or complete the necessary repairs.

8. Repairs to and/or replacement of systems or components will be completed with materials of like kind and quality to the damaged property. Additionally, we reserve the right to require the utilization of commonly used building materials where applicable and at our sole discretion.
9. Benefits payable under this contract are excess over any other valid and collectible insurance policies, service contracts, and/or manufacturers' warranties. We will coordinate any additional payments above such insurance policies, service contracts, or manufacturer's warranties.
10. All plans are subject to the following deductible amounts: Applicant's deductible amount is (\$50.00) fifty dollars per occurrence or repair for Mechanical Items, (\$50.00) fifty dollars per occurrence or repair for Built-ins; (\$250.00) two hundred fifty dollars per occurrence or repair for Roof Items, (\$500.00) five hundred dollars per occurrence or repair for Structural. CHI professional home inspector's deductible amount is (\$35.00) thirty- five dollars per occurrence or repair.

EXCLUSIONS

1. There is no coverage under this agreement for:
2. Any mechanical systems or components that are not located within the footprint of the home's foundation including but not limited to detached buildings, walkways, driveways, fencing, swimming pools, spas, pool or spa heaters, solar panels, underground plumbing or sprinklers, water softeners/purifiers, and other components or structures not attached to the primary residence unless specifically agreed upon in writing by both the inspector and the property owner.
3. Any items listed in the inspection report as defective or deficient, or items identified in the limitation section of the inspection report as Monitor, Improve, Major Improve, Major Concern, or Safety Hazard. However, coverage will apply once the deficiency of the subject system or component has been corrected, has been re-inspected by the CHI professional home inspector, and has been added to the report along with repair receipts from a licensed and insured contractor.
4. Any system or component that is damaged subsequent to our inspection by any cause or peril including, but not limited to: fire, windstorm, flood or water damage of any kind, mold or fungi, weather event of any kind, earthquake, or other natural disasters, sinkhole or land subsidence, explosion, hail, lightning, artificially generated electrical current, animals, vehicles, falling objects, vandalism, negligence of others, intentional act, theft or damage caused by burglars, nuclear discharge or radiation, war or warlike act, or act of terrorism.
5. Any pre-existing conditions that have been identified and that have not been repaired.
6. Any items not listed on the attached coverage schedule.
7. Any items not present, verifiable, or available at the time of inspection.
8. Any systems and/or components that have been upgraded subsequent to inspection.
9. Any losses normally covered under a property insurance policy, home warranty, or service agreement.
10. Any damages caused by lack of normal maintenance and care.
11. Any timers and/or clocks.

12. Any plumbing or electrical component or system that is located within or under concrete, including restrictions in pipes.
13. The internal conditions of heating, ventilation, and air-conditioning (HVAC) systems including but not limited to: the adequacy of airflow, ductwork and/or insulation, refrigeration systems and appliances (including connections), heat exchangers, heat pumps, compressors, coils, freon or other coolants.
14. Any service calls to perform seasonal and or routine maintenance to any system or component.
15. For the costs of any upgrade(s) to any system(s) or component(s) necessary to comply with any applicable building or zoning code, local, municipal, or state ordinance, utility rule or regulation, or state or Federal efficiency standards.
16. Any appliance and/or system older than its useful life as outlined in The Blue Book Residential & Light Commercial Cost Guide for Cleaning, Reconstruction, and Repair.
17. Any costs for the removal of any walls, floors, roofs, or concrete necessary to repair covered systems or components.
18. Garage door transmitter units.
19. Roof repairs to areas that are not leaking.
20. Any upgrades of materials or modifications to the original roof or structural design.
21. Shake, asbestos, tile, or slate roofs.
22. Any roof over fifteen years of age with one layer of roofing, and any roof over eight years of age with two layers of roofing.
23. Any roof with more than two layers.
24. Any roofing material costs in excess of one hundred fifty dollars (\$150) per hundred square feet inclusive of flashing, drip edges, ridge vents, etc.
25. Any concrete cracking, spalling, or scaling.
26. Any damage to the interior and/or exterior painting.
27. Any structural repair costs in excess of two hundred fifty (\$250) dollars per hundred square feet.
28. Latent defects, or any defect that could not have been detected by reasonable visual inspection.
29. The adequacy of any design or installation process of any system, component, or other feature of the subject property.
30. Structural stability, engineering analysis, geological stability or soil conditions including but not limited to sinkhole or seismic activity,
31. The marketability or market value of the property, or the advisability of purchase of the property.
32. Furnace heat exchangers, fireplaces, chimneys and/or flues, or any gas-fired air-conditioning units.
33. Radio or remote-controlled devices, alarms, garage door opener transmitter units, automatic gates, elevators, thermostatic timer controls, dumbwaiters, or any other item not specifically listed on the attached coverage schedule.
34. The insurability of the property.
35. The grading of soil or the potential for flooding or holding standing water.
36. The presence of pests, termites, wood damaging organisms, insects, vermin, rodents or other animals.

37. Testing for the presence of asbestos, radon gas, lead paint, urea, formaldehyde, soil contamination, potentially dangerous chemical substances, fungi, mold, mildew, algae, bacteria or other micro-organisms, air quality, water quality, or any other potential environmental hazard of any kind.

ARBITRATION

If you and we do not agree on the amount of loss or whether or not a loss is covered, either may demand binding arbitration of the claim. In this event, each party will select a competent arbitrator within 20 calendar days of receiving written notice from the other of a demand for arbitration. The two arbitrators will select an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of competent jurisdiction in *Tacoma, WA*. The arbitrators will state separately their coverage decision and/or the amount of loss. If the arbitrators submit a written report of an agreement to us, the amount agreed upon will be the amount of loss subject to all limitations under this limited Guarantee. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding on all parties.

Each party will:

1. Pay its chosen arbitrator, and
2. Bear the expenses of the arbitration and umpire equally.

All claims are subject to the terms and conditions of this agreement, the terms, and exclusions set forth in the CHI Home Inspection Authorization Agreement, and any limitations listed in the Home Inspection Report.

Covered Items Schedule

MECHANICAL			
Water heater	Central Heat & Air	Electrical Receptacles	Switches
Wiring	Main Service Panel	Doorbell	Drain Lines
Gas Lines	Water Lines	Faucets & Spigots	Garage Door Opener
Range			

\$50 deductible per occurrence or repair

BUILT-INS					
Cooktop & Oven	Trash Compactor	Dishwasher	Attic Fan	Microwave Oven	Garbage Disposal

\$50 deductible per occurrence or repair

STRUCTURAL

\$250 deductible per occurrence or

Foundation Exterior	External Walls	Floor Joint	Load Bearing Walls
Interior Walls	Structural Framing	Garage Door	

\$500 deductible per occurrence or repair

ROOF	
Roof Covering Repair	Structural Framing Repair

Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by email or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our website 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis. These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected. © A-Pro Home Inspections. All Rights Reserved