



Five Star Home Inspections Report Guarantee

INTRODUCTION

This complimentary Five Star Home Inspections Report Guarantee is provided to only **Buyer** clients of Five Star Home Inspections for reimbursement of unexpected repair expenses that may be incurred after the completion of the home inspection. This guarantee allows for reimbursement of specified / qualified repair expenses, for only the eligible elements (listed below) which may be incurred by (only) the **Buyer clients within a period of one year (12 Months) from the closing date**. This guarantee is issued and administered by Five Star Home Inspections, but **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.

ELIGIBILITY GUIDELINES

Qualification for reimbursement is based (only) on the reported condition of the eligible components listed below.

1- Any component rated (Fair) or (Not Inspected) in the home inspection report for any reason will be excluded from eligibility under this guarantee.

2- Under the terms of this guarantee certain repair costs for ONLY the elements listed below reported to be in (Satisfactory) condition on the date of the inspection, and so recorded in the inspection report are eligible for reimbursement.

ELIGIBLE COMPONENTS COVERED UNDER THE LIMITED REPORT GUARANTEE

Heating System: Limited to the primary heating system.

Cooling System: Limited to the primary central air conditioning system.

Water Heater: Plumbing Fixtures and Water Piping are not included.

Kitchen Appliances: Limited to all **built-in** kitchen appliances. Counter - top appliances not included

Garage Door Openers: Limited to opener, safety devices and track system.

Exhaust Fans: Limited to attic, bath, and kitchen exhaust fans. Ceiling fans are not included

Five Star Home Inspections will reimburse the client for eligible repair costs incurred by the client, **reported within a period of one year (12 months) up to a maximum of \$500.00 per eligible component.**

NOTE: Repair costs are not eligible for reimbursement if the element or component:

- (1) Was not inspected and rated.
- (2) Was reported to be **Not Inspected, Fair or Recommend Repair** condition, or in any condition other than **Satisfactory**.
- (3) Exhibits a condition noted or forecast in the Inspection Report.
- (4) Was reported to require repair, replacement, further evaluation, monitoring, or other remedial action.
- (5) Is not on the **eligibility list above**.
- (6) Is not part of or attached to the home.

GENERAL LIMITATIONS AND EXCLUSIONS

1- This guarantee applies only to **Buyer clients** / owner-occupied, one or two family, resale houses and condominiums.

2- In no event will Five Star Home Inspections assume responsibility for repair needs:

- (A) Known to the client prior to closing.
- (B) Occurring after the expiration of the guarantee.
- (C) Where any work was initiated **prior to formal notification** to Five Star Home Inspections
- (D) Re-inspection by an unauthorized Five Star Home Inspections representative.
- (E) When the inspection fees have not been paid in full.

3- This guarantee is provided for the exclusive benefit of **Five Star Home Inspections Buyer clients (only)** and it may not be transferred, assigned, or extended to any other party and does not apply to **Seller Pre-Listing Inspections**

4- Other than as provided by this limited guarantee, Five Star Home Inspections assumes no responsibility to any party for any repairs or other remedial work.

5- Five Star Home Inspections 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. In addition, Five Star Home Inspections is not responsible for consequential or secondary damages or other conditions resulting from the failure, malfunction or condition of any element or component.

6- Five Star Home Inspections 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.

7- Five Star Home Inspections will not be responsible for conditions or damages which result from neglect or misuse, shifting or settling of land including earthquakes and or frost heave, floods, 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 buyers' warranties, service contracts or manufacturer and/or contractor warranties. This guarantee does not pay reimbursement costs recoverable under such insurance, contracts, or similar programs.

REIMBURSEMENT PROCEDURES

In order for a client to be considered for reimbursement the following must take place. Prior to commencing any repair or replacement work, the client and or client's agent / representative **MUST** notify Five Star Home Inspections by phone or email of the current conditions. If a client affects and or approves a repair by another party first, then contacts Five Star Home Inspections this report guarantee will be null and void and Five Star Home Inspections will not assume any responsibility for such repairs to any element or component.

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