Healthy Home Evaluation

**Sample[[1]](#footnote-1)**

Disclaimer and Limitation of Liability

The Healthy Home Evaluation assesses and characterizes home-based environmental health and safety hazards by integrating qualitative observations with quantitative diagnostics to determine and prioritize recommendations that address existing and potential hazards. The information contained in the resulting evaluation report communicates the identified risks and hazards to the occupant with the goal of improving health and quality of life.

It is understood and agreed that this evaluation will be of the readily accessible areas of the subject building and is limited to observations of apparent conditions existing only at the time of the evaluation. Latent and concealed defects and deficiencies are excluded from the evaluation. Personal property, debris, furniture, carpeting or other materials, which may impede access or limit visibility, will not be moved. Equipment, items, and systems will not be dismantled.

Maintenance, repairs, possible fixes, recommendations, and other similar items may be discussed during the evaluation and referenced in the report, but they are not to be considered technically exhaustive or cover every possible health and safety hazard. The evaluation and report are not a compliance inspection or certification for past or present governmental codes, regulations, ordinances, statues, or special utility restrictions of any kind.

The client (“Homeowner”) agrees that evaluator (“Contractor”), its agents and employees shall not be liable or responsible for the cost of repairing or replacing any reported or unreported health and safety hazard, either current or arising in the future; or for any and all claims, losses, expenses, injuries, or damages arising out of or in any way related to the reported or unreported health and safety hazard by reason of any act or omission, including breach of contract or negligence. The parties further agree that Contractor shall not be liable to Homeowner for any special or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, caused by the Contractor’s negligence, breach of contract, or any other cause whatsoever.

The parties acknowledge that this evaluation and report is not intended, or to be used, as a guarantee or warranty, expressed or implied, regarding the adequacy, performance or condition of any evaluated structure, item or system. The parties further acknowledge that Contractor is not an insurer and that the evaluation and report are not insurance against any health and safety hazard condition(s).

Notwithstanding the foregoing, it is understood and agreed that if Contractor is found liable to Homeowner as a result of failure to perform any of its obligations, including but not limited to, failure as a result of negligence, breach of agreement, or otherwise, the liability of Contractor, its agents and employees shall be limited to a sum equal to the amount of the fee paid by the Homeowner for the evaluation and report.

1. Contractors should consult with local legal counsel to review and revise the Sample Disclaimer and Limitation of Liability for conformance with local laws. [↑](#footnote-ref-1)