

The address of the property is:

SCOPE OF INSPECTION

The inspection and report are performed and prepared for the sole use of the client(s) and is not transferable. The purpose of the inspection is to report the general condition of the home and identify and disclose major defects and deficiencies which existed at the time of the inspection and which are evident to the inspector upon ordinary visual observation. Systems and components to be inspected include: exposed and visible foundations and structures, exteriors, roofing, plumbing, electrical, attic, interiors, bathrooms and kitchen, basement and crawlspaces, heating and central air conditioning, and garage or carport.

The inspection does not include evaluation of detached structures unless explicitly specified. Minor and cosmetic defects may be listed in the report for maintenance purposes but it is not the intent, nor will the inspection report identify and list all minor and cosmetic defects.

LIMITS OF THE INSPECTION

The inspection is limited to the readily accessible and visible systems, equipment and components of the home. The inspector will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions. The inspection will not include destructive testing of any kind.

GENERAL EXCLUSIONS

Examples of the conditions excluded above include the presence or absence of environmental hazards, asbestos, lead paint, lead pipes, lead solder, radon, urea formaldehyde insulation, toxic wastes, polluted water, mold, or termite/pest infestation. It is the responsibility of the client to conduct further inspection by qualified consultants to disclose the presence of these contaminants and the means of remediation.

You acknowledge and agree that this Inspection and the inspection report and findings are limited in nature and scope, and that the following are outside the scope of the inspection, therefore they cannot be accurately assessed by the inspector during a limited inspection: Ancillary electrical systems (including: TV cable systems and antennas, intercom systems, lightning protection systems, playground equipment, swimming pools, hot tubs/spas, free standing heating stoves, humidifiers, air purifiers, solar systems, water softeners and filters, wells, septic systems, latent defects, adequacy of system designs, zoning or building code compliance, heating cables, fire escapes, elevator components and shafts, air-quality analysis, concealed wiring, door opening systems, security systems, telephone systems). Basic operational testing of built-in kitchen appliances is performed (dishwasher/oven/range/microwave/garbage disposal). No determination beyond basic operation is made regarding the performance or service life of appliances. **THE INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY** that the items inspected are defect-free, or that concealed defects do not or will not exist. Problems may exist even though signs of such may not be present during the inspection. No representation is made as to how long any equipment will continue to function.

TERMS AND CONDITIONS:

A. The client agrees that any claim arising in connection with this agreement shall be made in writing to the Company at the address above by certified mail, return receipt requested within 10 days after discovering any problem. C. The client agrees to allow the inspection company to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the inspection company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims client may have against the Company. D. The Client agrees that, to the extent allowed by law, any damages or breach of this contract or report are limited to the amount of the inspection fee only. Furthermore, the Client agrees to pay all attorney fees should the Client pursue a civil action against the Company, and fail to prevail. E. The Client agrees that this agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties and supported by valid consideration. F. The client agrees to pay the full amount due as stated in this Agreement.

LIMITATION OF LIABILITY AND ARBITRATION AGREEMENT:

It is understood and agreed that the Company is not an insurer and that the inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The Client hereby releases and exempts the Company and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the rules of the state. The decision of the Arbitrator appointed thereunder shall be final and binding judgment on the Award that may be entered in any Court of competent jurisdiction.

ACKNOWLEDGEMENT: I, the undersigned, have carefully read the preceding Inspection Agreement and fully understand and agree with the limitations, exclusions and terms described. I also agree to have utilities (gas, water, electricity) turned on prior to and for the duration of the inspection and understand that should the utilities not be on for the inspection, this will significantly limit the inspection process but will be charged the full amount of the inspection. Should I request another inspection due to no utilities, I understand this will result in a separate fee.

Agreed inspection Fee: _____

Printed Name of Client: _____

Client Signature: _____ Date _____

Inspector: _____