

INSPECTION CONTRACT - PLEASE READ THIS CONTRACT CAREFULLY

The Client understands and agrees that this Contract is a part of the Inspection Report and acceptance of or payment for the Inspection Report by the Client will confirm this agreement, even if Client was not present at the inspection and/or has not signed this agreement. The Client understands that this report and any information therein is intended for the sole use of the Client and shall not substitute for, replace or be used in lieu of any required Transfer Disclosure Statements and shall not be disclosed to any person or persons other than the parties to the transaction for which this Inspection report was ordered. Nothing in the Inspection Report, and no opinion of the Inspector, shall be construed as advice to the Client to purchase, or not to purchase, the property. This contract supersedes all previous communications.

PURPOSE AND SCOPE OF INSPECTION:

The Visual Inspection Service is performed in accordance with accepted Standards of Practice for Professional Home Inspectors and is intended to provide an opinion, through observation, as to the apparent general condition of a building's components, systems or parts thereof, including the identification of significant observable deficiencies as they exist at the time of the inspection. The observation is limited to a visual survey of certain fixed components and systems of a property. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls or wall coverings, floors or floor coverings, ceilings, furnishings or any other thing, is NOT included in this inspection. Client agrees to assume all the risk for all conditions, which are concealed from view at the time of the inspection. Items not identified in the report are to be considered not inspected. This inspection does not include any destructive or dismantling testing. This is not a warranty, guarantee or insurance policy.

The following are outside the scope of this inspection: • Concealed defects • Environmental hazards or conditions, including, but not limited to, toxic, reactive, combustible, or corrosive contaminants, wildfire, odors, noise, flood potential, electromagnetic fields, underground storage tanks, asbestos, radon gas, lead paint, urea formaldehyde, PCB's, water or air quality, the proximity to toxic waste sites, or other environmental or health hazards • Structural, geological, soil or hydrological stability, survey, engineering, analysis or testing • Permit research or validation, code, installation or zoning violations • The examination of conditions related to animals, rodents, insects, wood destroying insects, organisms, mold and mildew, carcinogens or the damage caused thereby • Radio controlled devices or low-voltage systems or relays freestanding appliances • Window coverings • Automatic gates, elevators, playground equipment, load control devices, television / telephone systems, security systems to include lighting and display monitors, solar systems, smoke or carbon monoxide detectors, fire suppression systems, sink or tub overflows, humidifiers, buried piping, shower pans, mist systems, steam baths, saunas, fountains, ponds, central vacuum systems, BBQ's / smokers, ignite fires or hidden moisture. • The examination or operation of any city or well water delivery system and sewage disposal system or component including, but not limited to, septic tanks, cesspools, and/or any underground system or portion thereof, or ejector pumps for rain or waste and water conditioning systems • Landscape or farm irrigation systems • The condition and/or irrigation of trees, shrubs or vegetation of any kind • Any item which is hidden from view or impractical to test • Operate any system or component which is shutdown or inoperable • Uniformity or adequacy of cool or heated air supply • Any areas not accessible by a fourteen (14) foot ladder or an opening less than thirty (30) inches in any direction will not be included in this inspection.

The Client agrees to read the entire Inspection Report. The Client agrees to immediately contact the Inspection Company for copies of any pages found to be missing from any part of the report. The inspector is a generalist in property inspection requirements and is not acting or performing the duties of a license contractor, structural engineer or expert in any trade. If the inspector recommends further investigation by other specialists, professionals or experts it will be at the direction of the client and at the client's expense.

LIMITS OF LIABILITY:

The Client agrees to submit to the Inspection Company, in written form, any claims or complaints prior to taking any action. Any legal action or proceeding of any kind against the Inspector or the Inspection Company or its officers, agents, or employees, must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of undetected/undisclosed defects in this inspection and report. This liability limitation is binding on Client and Client's spouses, heirs, principals, and anyone else who may otherwise claim through the Client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees that any claim arising from this inspection limits the Inspection Company liability to never exceed the collected amount of the inspection. 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 provisions of the Arbitration Rules of the American Arbitration Association. The decision of the Arbitrator appointed there under shall be final and binding and judgment of the Award may be entered in any Court of competent jurisdiction.

Client and/or Client's Representative(s) are totally responsible for their own safety during the inspection process. Client will be accountable for any damage to property components / systems resulting from normal operation of components by the Inspector.

The report does contain technical language, if at any time the Client(s) or Client's Representative do not understand any statement or observation in the report, it is the Client(s) responsibility to consult with the inspector or Inspection Company to receive further clarification.

If the Client is not present for the inspection and the representing Real Estate Agent or a representative of the Client signs on behalf of the Client, it will have the same significance as the Client signing the Inspection Contract.

I have read and agree to the above:

Client: _____ Signature: _____

Property Address: _____

Inspector: _____ Date: _____ Inspection Fee: \$ _____