

INSPECTION AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, PLEASE READ IT CAREFULLY.

PROPERTY ADDRESS: _____

DATE: _____ TIME: _____ REPORT# _____

CUSTOMER(S): _____

BASE INSPECTION FEE: _____

ADDITIONAL FEES: _____

TO INCLUDE: _____

_____ paid _____ cash _____ check # _____ TOTAL: _____

_____ Paypal _____ other _____

CUSTOMER (named above) hereby requests an inspection of the primary building(s) at the above address to be conducted by the above inspection company, herein to be referred to as the "INSPECTOR" for "CUSTOMER'S" sole use and benefit. "CUSTOMER" warrants that they will carefully read the entire inspection report when they receive it and promptly call the "INSPECTOR" with any questions they may have. "CUSTOMER" understands that they are bound by all terms of this agreement.

SCOPE OF INSPECTION

THE SCOPE OF THIS INSPECTION IS TO REPORT THE GENERAL CONDITION OF VISIBLE PORTIONS OF PRIMARY BUILDING(S) OF THE PROPERTY AND TO INFORM THE "CUSTOMER" OF MAJOR VISIBLE DEFICIENCIES, AS THEY EXIST ON THE DATE OF THE INSPECTION. Minor deficiencies are reported as a courtesy only. The inspection will be performed in accordance with the Standards of Practice of the organization(s) named on the cover page of this report. Copies of these standards will be provided upon request.

This inspection is limited to a visual examination of the exposed and readily accessible surfaces of the building, and to this extent includes an evaluation of the following major components:

Foundation	Electrical	Roof	Walls
Sub-floor Framing	Plumbing	Attic	Doors
Site Drainage	Heating	Garage	Windows
Fireplaces	Venting	Exterior	Ceilings

The inspection to be performed is a visual inspection only and does not contemplate or involve the dismantling or moving of any object or portion of the premises. Latent and concealed defects and deficiencies are excluded from the inspection. **"CUSTOMER" AGREES TO ASSUME ALL THE RISK FOR CONDITIONS WHICH ARE CONCEALED FROM VIEW OR INACCESSIBLE BY THE "INSPECTOR". THE INSPECTION AND REPORT THEREON IS NOT A WARRANTY, GUARANTEE, INSURANCE POLICY OR SUBSTITUTE FOR REAL ESTATE TRANSFER DISCLOSURES WHICH MAY BE REQUIRED BY LAW.**

A random sampling of items such as an anchor bolts, window operation, safety glass, cabinetry and electrical outlets are checked. No representation is made as to how long any equipment will continue to function. This inspection is limited to the real property and does not include personal property unless so indicated in this inspection report. Maintenance and other items may be discussed, but they are not a part of our inspection.

OUTSIDE THE SCOPE OF THE INSPECTION:

(Some of the following services may be contracted for an additional fee)

- Code or zoning violations; permit research.
- Detached ancillary buildings (with the exception of parking structures).
- Latent or concealed defects.
- Systems or component installation.
- Adequacy or efficiency of any component or system.
- Conditions that are located in concealed or inaccessible portions of the premises, such as items that are underground or contained within fixtures, walls, or within other closed portions of the building, or concealed by furnishings, floors, personal property or vegetation.
- Termites, dry rot, fungus, other pests, organisms, or rodents. By law, only a licensed pest control operator can inspect for these conditions.
- Structural, geological, and hydrological stability or soils conditions; wave action reporting; any form of engineering analysis. Note: Only licensed engineers can conduct such evaluations.
- Technically complex systems or devices such as self-cleaning ovens, heat exchangers, radiant heating or components, alarm systems, fire detection systems, solar systems, air quality control systems, radio or computer controlled devices, automatic timer controls, elevators and dumbwaiters, satellite dishes, automatic gates.
- Gas appliances such as fire pits, barbecues and heaters.
- Main gas shutoff valve. Any gas leaks.
- Free standing or portable equipment.
- Electrical load calculations; notification of product recalls.
- Window or wall mount air conditioning units. Also gas-powered A/C units.
- Low voltage electrical systems, including but not limited to TV antenna, TV signal cables, telephones, intercoms, security systems, speaker wires, automated equipment, landscape lighting.
- Easements, rights of way, boundaries, condition of title, previous use or occupancy determination.
- Requirements of Americans with Disabilities Act (A.D.A.)
- Proximity to railroad tracks or airplane routes.
- Environmental hazards, including but not limited to, asbestos, lead, radon gas, formaldehyde, electromagnetic fields, underground storage tanks, PCB's, water quality, air quality or other toxins.
- Private water or private sewage systems or related equipment, such as wells, septic systems, sewage pumps, water softeners, water purification systems.
- Building or property measurement and value appraisal. Prediction of life expectancy; cost estimates for correct work.
- Swimming pools, hot tubs, spas, waterfalls, ponds, fountains, saunas, steam baths, or similar fixtures and related equipment.
- Cosmetic finishes and conditions; landscaping and foliage.
- Noise transmission; determination of odors.
- Items specifically noted as excluded in the inspection report.
- Any adverse condition that may affect the desirability of the property.

CONFIDENTIALITY OF REPORT

The inspection report is for the exclusive private use of the "CUSTOMER". This report is confidential and is not to be copied or disseminated to any other party without the expressed written consent of the "INSPECTOR". Use of all disclosures contained in the report is specifically restricted to the transaction for which the inspection was performed. Use of or reliance upon the report by other parties, or for other transactions, is strictly prohibited. Note: This report is copyrighted.

SEVERABILITY

"CUSTOMER" and "INSPECTOR" agree that should a court of competent jurisdiction determine that any portion of this contract is void or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTE RESOLUTION

CONTACT: "CUSTOMER" understands and agrees that any claim for failure to accurately report the visually discernible conditions of the subject property, as limited herein above, shall be made in writing and reported to the "INSPECTOR" within 10 business days of discovery. "CUSTOMER" further agrees that "CUSTOMER" or "CUSTOMERS" agents, employees or independent contractors will make no alterations, repairs or replacements to the claimed discrepancy prior to a reinspection by the "INSPECTOR". "CUSTOMER" agrees to hold the "INSPECTOR" harmless for any and all claims relating to conditions that are altered or repaired without said notice or inspection.

ARBITRATION: Any dispute, controversy, interpretation or claims 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 and inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The "ARBITRATOR" shall be knowledgeable in the business of building inspections, shall have at least five (5) years experience as a home and building inspector, and be a member in good standing of the organization(s) named on the cover page of this report, as evidenced by his/her full membership. An arbitrator must be selected within one (1) month's time. The accepted standard against which the inspection shall be judged is the "Standard of Practice" of the Association named above. The decision of the "ARBITRATOR" shall be final and binding, and judgment on the award may be entered in any Court of competent jurisdiction. I understand that I am giving up my right to a jury trial.

STATUTE OF LIMITATIONS: The parties agree that no action may be brought to recover any damages the "INSPECTOR" or Inspection Company, or its officers, agents or employees more than one year after the date of the subject inspection. Time is expressly of the essence herein. This time period is shorter than otherwise provided by law in some states.

The fee for this inspection is due at the time of the inspection. If "CUSTOMER" does not attend the inspection, the fee is due upon receipt of the report. If the "CUSTOMER" has not signed this agreement, the acceptance of this report shows agreement with all of the terms of this contract. The written report to be prepared by "INSPECTOR" shall be considered the final and exclusive findings of the "INSPECTOR" regarding the inspection of the property. Customer shall not rely on any oral statements made by the "Inspector" prior to issuance of the written report.

GENERALIST VISUAL INSPECTION

"CUSTOMER" understands that the "INSPECTOR" is a generalist, that the "GENERALIST" type inspection and report is an UNBIASED OPINION BASED UPON THE EXPERIENCE OF THE individual "GENERALIST" INSPECTOR, and that the "INSPECTOR" is NOT AN EXPERT IN ANY CRAFT OR PROFESSION. If y our inspector recommended consulting other specialized experts, "CUSTOMER" must do so at "CUSTOMER's" expense.

LIQUIDATED DAMAGES: In the event the "INSPECTOR" fails to fulfill the obligations under this agreement, "CUSTOMERS" exclusive remedy at law or inequity against "INSPECTOR" is limited to:

One times the fee paid

Since the parties understand that "CUSTOMER'S" action damages would be extremely difficult or impracticable to determine, "CUSTOMER" and "INSPECTOR" agree that this is a reasonable amount.

I/We request a "Generalist Visual Inspection" as described above.

Initials

This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, agents, and representatives of any kind whatsoever.

This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.

I/WE HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS. I/WE ALSO AGREE TO CAREFULLY READ THE ENTIRE INSPECTION REPORT. I/WE ALSO AGREE TO PAY THE FEES LISTED.

DATED: _____

CUSTOMER(S): _____

INSPECTOR: _____