



Inspection Agreement (Please read carefully)

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CUSTOMER and COMPANY agree to the following limitations and exclusions:

1. COMPANY will perform a visual non-invasive, non-destructive, non-engineering inspection only of the readily accessible areas and conditions of the subject property existing at the time of the inspection and provide CUSTOMER with a written inspection report (the "Inspection Report") identifying MATERIAL DEFECTS. The inspections performed by the Company are based on the opinions of the inspector. MATERIAL DEFECT is defined as follows: A problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves unreasonable risk to people on the property. The fact that a structural or mechanical element, system or subsystem is near, at or beyond the end of its normal useful life is not by itself a MATERIAL DEFECT.
2. CUSTOMER understands and agrees that the COMPANY shall be guided by the Standards of Practice of the American Society of Home Inspectors (the "ASHI STANDARDS") in performing the Home Inspection and preparing the Inspection Report. A copy of the ASHI STANDARDS are attached and incorporated herein by reference. CUSTOMER understands and agrees that the inspections performed by the Company may reduce the risks associated with purchasing a home but cannot eliminate those risks. The condition of the subject property may change or the equipment inspected and reported on may be altered or changed. Therefore, the Customer shall carefully re-inspect the subject property and all equipment prior to closing.
3. CUSTOMER UNDERSTANDS AND AGREES THAT THE FOLLOWING ARE SPECIFICALLY EXCLUDED FROM THE INSPECTION AGREEMENT AND THE INSPECTION REPORT UNLESS CHECKED ABOVE AND PAID FOR BY CUSTOMER: structures detached from the Subject Property (excluding the primary detached garage or carport), presence or absence of rodents, termites and other wood destroying insects, and other insects or damage caused by them, mold and/or mildew, indoor or outdoor air quality, radon gas, lead paint, underground tanks and wells, septic and other sewage disposal systems, pet urine and/or other wastes, asbestos, formaldehyde, and other pollutants and toxic chemicals, water quality and adequacy, swimming pools, smoke alarms and/or other alarm equipment, central vacuum systems, tennis courts, playground equipment, and solar heating or cooling systems, and any recall notices or warnings on any structural or operational component or appliance. INSPECTION OF THE FOREGOING ITEMS AND SUBSTANCES SHOULD BE PERFORMED, DETECTED AND EVALUATED BY OTHER SPECIALISTS OF CUSTOMER'S CHOICE AND HIRE.
4. CUSTOMER understands and agrees that the COMPANY cannot and does not probe, pry, poke or otherwise invade any physical structure.
COMPANY cannot and does not look behind drywall, paneling, wall papering, under carpeting or other floor covering, above drop ceilings, or other areas which may be blocked or impeded by furniture, personal items or other structures. Inaccessible, non-visible, difficult to reach, latent or concealed defects or problems are excluded from the Inspection Agreement and the Inspection Report. While it is rare, some homeowners purposefully conceal damage or defects in the Subject Property. This type of concealment is particularly difficult to detect in a visible inspection and therefore is excluded by this Inspection Agreement and the Inspection Report.
5. CUSTOMER AGREES AND UNDERSTANDS THAT IF COMPANY OR ANY OF ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, OFFICERS OR SHAREHOLDERS (COLLECTIVELY CALLED COMPANY) ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO NEGLIGENCE OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING THE IMPROPER OR NEGLIGENT PERFORMANCE OF THE INSPECTION OR THE IMPROPER OR NEGLIGENT REPORTING OF CONDITIONS OF THE SUBJECT PROPERTY, COMPANY'S MAXIMUM LIABILITY SHALL BE LIMITED TO TWICE (TWO TIMES) THE FEE PAID TO COMPANY FOR THAT PART OF THE INSPECTION, AND THIS LIABILITY SHALL BE EXCLUSIVE. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR: DAMAGED PROPERTY, LOSS OF USE OF THE PROPERTY, LOST PROFITS, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES AND GOVERNMENTAL FINES AND CHARGES, PUNITIVE DAMAGES AND ATTORNEYS FEES AND COURT COSTS IF REQUESTED BY CUSTOMER, COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL FEE TO BE AGREED UPON AND PAID FOR BY THE CUSTOMER. IF AGREED A RIDER WILL BE ATTACHED TO THIS AGREEMENT. COMPANY'S INSPECTION AND THE INSPECTION REPORT ARE IN NO WAY TO BE CONSIDERED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE PRESENT OR FUTURE CONDITION OF THE SUBJECT PROPERTY. ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT CONDITIONS OF THE SUBJECT PROPERTY ON THE DATE OF THE INSPECTION MAY CHANGE AND REQUIRE SUBSEQUENT REPAIR OR REPLACEMENT.
6. THIS INSPECTION AGREEMENT AND THE INSPECTION REPORT AT INTENDED ONLY FOR THE CUSTOMER'S BENEFIT. THEREFORE, THE CUSTOMER AGREES TO PROTECT, INDEMNIFY, DEFEND AND RELEASE THE COMPANY AND ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS FROM LIABILITY AGAINST ALL THIRD PARTY CLAIMS OR LOSSES (INCLUDING COSTS AND REASONABLE ATTORNEY'S FEES) BROUGHT AGAINST COMPANY WHICH RELATE TO THIS INSPECTION AGREEMENT, THE INSPECTION OR THE INSPECTION REPORT. THIS INDEMNIFICATION COVERS WITHOUT LIMITATION; CLAIMS BROUGHT BY ANY PERSON OR ENTITY NOT A PARTY TO THIS INSPECTION AGREEMENT, CLAIMS BROUGHT BY CUSTOMER'S INSURANCE COMPANY OR CLAIMS BROUGHT BY REAL ESTATE AGENTS OR BROKERS, CLAIMS BROUGHT BY THE SELLERS OF THE SUBJECT PROPERTY, INCLUDING CROSS CLAIMS FOR CONTRIBUTION AND INDEMNIFICATION. IT ALSO INCLUDES CLAIMS ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE.

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7. Any controversy or claim arising out of or relating to this Inspection Agreement, the inspection or the Inspection Report shall be submitted to final and binding arbitration under the American Arbitration Association, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction hereof. If possible, all arbitrators shall have knowledge of the home inspection industry and, if possible at least one member of the arbitration panel shall be a certified active member in good standing of the American Society of Home Inspectors with at least five years of inspection experience in the home inspection industry.
8. THE CUSTOMER MUST INITIATE ANY LAWSUIT AGAINST COMPANY WITHIN 1 (ONE) YEAR AFTER THE DATE THE INSPECTION REPORT IS DELIVERED, FAXED OR EMAILED TO THE CUSTOMER OR CUSTOMERS AGENT. IF THE CUSTOMER DOES NOT, THE CUSTOMER HAS NO RIGHT TO INITIATE LEGAL ACTION AGAINST THE COMPANY AND COMPANY HAS NO LIABILITY TO CUSTOMER. IT IS CRITICAL THAT CUSTOMER BRING ANY LAWSUIT IN A TIMELY MANNER. TIME IS OF THE ESSENCE. CUSTOMER GUARANTEES COMPANY THE RIGHT TO EXAMINE THE SUBJECT MATTER AND AREA OF ANY CLAIM PRIOR TO ANY REMEDIAL MEASURES OR REPAIRS. If CUSTOMER repairs or replaces the subject matter of any claim before providing the Company with an opportunity to inspect it, then CUSTOMER waives any and all claims or causes of action whatsoever against the Company.
9. If CUSTOMER fails to pay COMPANY (or if the payment is uncollectable) for the inspection and the Inspection Report, the CUSTOMER agrees to pay COMPANY'S reasonable collection costs, including court costs, and reasonable attorney fees. In addition, CUSTOMER agrees to pay a \$75.00 fee for each returned check and further agrees to pay a finance charge of 1½% per month on any overdue balance.
10. This agreement represents the entire agreement between the COMPANY and CUSTOMER. No change or modification shall be enforceable against either party unless such change or modification is in writing and signed by both parties. This Inspection Agreement inures to the benefit of, and is enforceable by COMPANY'S subcontractors, employees, agents, successors, affiliated entities, and assigns. If any provision of this Inspection Agreement is found to be invalid or unenforceable, such a finding shall not effect any other part of this Inspection Agreement. This Inspection Agreement shall be governed by the State where the inspection is performed.
11. The person signing this Agreement warrants and represents to COMPANY that he/she/it is expressly authorized to sign this Inspection Agreement by the other spouse, or by the persons or entity purchasing the Subject Property, if applicable. They also agree to be responsible for payment and or collection costs should the Buyer, Seller or requesting entity refuse, cancel or stop payment.
12. If the Inspection Report provides any repair estimates, then Customer understands and agrees that those estimates should not be considered as a bid to perform repairs. Customer further agrees to release and hold Company Harmless against any estimates which may understate or overstate the actual

Signature: _____ **Date:** _____

Client agrees to release reports to Realtor®: Yes No