

THIS IS A LEGALLY BINDING CONTRACT PLEASE READ IT CAREFULLY

This Preinspection Agreement (the "Agreement") is made _____ between
(the "Client") and Prosser Inspections, LLC (the "Inspector") for a Standard Home
Inspection of the residence located at _____ (the "Residence").
The Standard Home Inspection shall be performed on _____ Start time is _____
and inspection fee is _____

Client warrants that (a) Client has read this Agreement carefully, (b) Client understands the Client is bound by all the terms of this Agreement, and (c) Client will read the entire Inspection Report and follow every recommendation for repairs, maintenance, safety or further evaluation by a specialist. Furthermore, Client agrees that if such action is not undertaken and documented that Prosser Inspections, LLC shall be held harmless for any subsequently alleged defects or deficiencies regarding that specific component/system or condition.

Client understands and agrees that if he or she is not present at the time of the inspection or do not sign this Inspection Agreement that this Agreement will become part of the Inspection Report, and therefore delivery of the Inspection Report to the Client (by mail, in person or via internet) will constitute acceptance of ALL the terms and conditions of this Agreement.

GENERAL PURPOSE AND SCOPE OF INSPECTION: The purpose of a home inspection is to assess the condition of the Residence at the time of the inspection using visual observations, simple tools, and normal homeowner operational control, and to report deficiencies of specific systems and components. Unless specifically excluded below, a Washington State Licensed Home Inspector is responsible for performing a visual and noninvasive inspection of the readily accessible systems and components of a home as identified and described in Washington Administrative Code ("WAC") sections 308-408C-070 through -180, to the extent such systems and components exist at the Residence. Such components and systems include the roof, foundation, exterior, heating system, air-conditioning system, structure, plumbing and electrical systems, and other aspects of the home as may be identified in WAC 308-408C-070 through -180.

The Inspector shall prepare a written report of the general condition of those systems and components as they appear at the time of the inspection. The inspection report is a written opinion of what was visible and evident at the time of the inspection. The report is not a listing of repairs to be made and is not intended for use as a guide in re-negotiating or making a determination about a real estate transaction. Items that are not listed in the inspection report were not inspected and are not included under the scope of the inspection service provided.

A home inspection is not technically exhaustive and does not identify concealed conditions or latent defects. The Inspector is acting as a licensed home inspector and is not acting as a licensed engineer or expert in any specific craft or trade. If the Inspector recommends consulting other specialized experts, Client should do so and such consultation will be at the Client's expense. Not all conditions are apparent at the time of inspection, and the written report is not a substitute for any seller disclosure statement as may be required by law.

Inclusion of additional items to be inspected or items to be deleted from the inspection may be negotiated and/or mutually agreed upon by the Client and the Inspection Firm as indicated in an addendum to this Agreement. An additional fee may be assessed.

OUTSIDE THE SCOPE OF THE INSPECTION: The following are specifically NOT within the scope of this inspection, unless otherwise agreed to in an addendum to this Agreement:
-Investigation of mold, asbestos, lead paint, water, soil, air quality or other environmental issues.
-Inspection of any area which is not exposed to view, is concealed, or is inaccessible because of soils, walls, floors, carpets, ceilings, furnishings, or any other obstruction 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.

-Destructive testing or dismantling beyond normal home owner access.

-All Exclusions and Limitation listed in WAC 308-408C-030 1-20.

-Determining compliance with installation guidelines, construction documents, manufacturer's specifications, building codes, local ordinances, zoning regulations, covenants, or other restrictions, including local interpretations thereof.

-Defining the manufacturer or issues directly or indirectly related to drywall from the Peoples Republic of China.

WOOD DESTROYING ORGANISMS: Pursuant to RCW 18.280.190, a licensed home inspector who is not also licensed as a pest inspector under chapter 15.58 RCW shall only refer in his or her report to rot or conducive conditions for wood destroying organisms and shall refer the identification of or damage by wood destroying insects to a structural pest inspector licensed under chapter 15.58 RCW.

LIMITATION OF LIABILITY: This Agreement, the inspection and the inspection report do *NOT CONSTITUTE A GUARANTEE OR WARRANTY*, nor do they substitute for any seller disclosure statement as may be required by law. The Inspector's liability for acts and omissions in the inspection or the inspection report shall be *LIMITED TO THE AMOUNT OF THE FEE PAID BY THE CLIENT FOR THE INSPECTION. ONE-YEAR TIME LIMITATION ON CLAIMS: NO LEGAL ACTION OR PROCEEDING OF ANY KIND, INCLUDING THOSE SOUNDING IN TORT OR CONTRACT, CAN BE COMMENCED AGAINST THE INSPECTOR OR ITS OFFICERS, AGENTS OR EMPLOYEES MORE THAN ONE (1) 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.*

NOTICE AND WAIVER OF CLAIMS: To the extent a claim or complaint is not otherwise barred by the one-year time limitation on claims (above), Client agrees and understands that *ANY CLAIM(S) OR COMPLAINT(S) ARISING OUT OF OR RELATED TO ANY ALLEGED ACT OR OMISSION OF THE INSPECTOR SHALL BE REPORTED IN WRITING TO THE INSPECTOR WITHIN TEN (10) BUSINESS DAYS OF DISCOVERY.* Unless there is an emergency condition the client agrees to *ALLOW THE INSPECTOR A REASONABLE PERIOD OF TIME TO INVESTIGATE THE CLAIM(S) OR COMPLAINT(S)* by, among other things, re-inspection before the client or anyone acting on the client's behalf repairs, replaces, alters, or modifies the system or component that is the subject matter of the claim or complaint. Client understands and agrees that *ANY FAILURE TO TIMELY NOTIFY THE INSPECTOR AND ALLOW ADEQUATE TIME TO INVESTIGATE AS STATED ABOVE SHALL CONSTITUTE A COMPLETE BAR AND WAIVER OF ANY AND ALL CLAIMS THE CLIENT MAY HAVE AGAINST THE INSPECTOR RELATED TO THE ALLEGED ACT OR OMISSION IN THE INSPECTION OR INSPECTION REPORT,* unless otherwise prohibited by law.

MEDIATION AND BINDING ARBITRATION: Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation arising out of, from or related to, this Agreement or arising out of, from or related to the inspection or inspection report shall be submitted first to a Non-Binding Mediation, and absent a voluntary settlement through Non-Binding Mediation, to be followed by final and Binding Arbitration as conducted by the Construction Dispute Resolution Services, LLC (under its "Home Inspection Arbitration Rules and Procedures," a copy of which is available at <http://www.constructiondisputes-cdrs.com>), or another Arbitration service if mutually agreed upon in writing by the parties. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final

and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof. *NOTICE: CLIENT AND INSPECTOR WAIVE ANY RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES. CLIENT AND INSPECTOR HAVE INSTEAD AGREED TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION.*

SEVERABILITY: Client and Inspector agree that should a Court or Arbitrator of Competent Jurisdiction determine and declare that any portion of this agreement is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

INSPECTION FEE: Client agrees to pay the Inspector an inspection fee in the amount of _____ as consideration for the Standard Home Inspection contemplated by this Agreement. Unless otherwise agreed to by Client and Inspector, payment of the inspection fee is due on site prior to the commencement of the Inspection. Client's failure to pay the inspection fee when due is a material breach of this Agreement. Inspection variance(s):

Client' Signature: _____ Date: _____