

Client Name: _____ Date: _____ Time: _____

Inspection Address: _____ City: _____ State: _____ Zip: _____

This contract and agreement limits our liability. Please read carefully.

Pre-Inspection Agreement

MKhomeinspections, agrees to conduct an inspection for the purpose of forming a subjective opinion and informing the customer of visible major deficiencies in the condition of the inspected property. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of the customer named in this report. The written report will include the following only; Yards and Grounds, Roof Covers, Chimneys, Exterior Walls, Decks and Porches, Attics, Garages, Interiors, Electrical, Heating, Ventilating and Air Conditioning, Plumbing, Basements and Crawl Spaces, and according to Washington State and Standards of Practice for Home Inspectors. The inspector shall perform a limited visual inspection to identify general, visual features and major deficiencies of the property and improvements. Any area, which is not exposed to view, is concealed or is inaccessible because of soil, walls, floors, concrete, carpet, ceilings, furnishings or any other thing is not included in this inspection and report. The inspection does not include any destructive testing or dismantling. Nothing is necessarily disassembled, moved, opened, excavated or otherwise to perform this inspection. Whether or not they are concealed, the following are outside the scope of this inspection: Code compliance past or present, The investigation for permits or approvals, The inspection for toxic compounds in the soil or on the property itself, A search of any public records, Environmental testing of hazardous building materials, such as asbestos, radon, lead, urea formaldehyde insulation, air pollutants or any other hazardous or dangerous material, Testing of drinking water, Pest controls of any kind, old, Subterranean conditions of the site, Inquiries of any agencies such as governments, utilities, public or private, Testing or examination of underground oil tanks in service or out of service. Because of practicalities, we do not test or check intercoms, alarm systems, specialty systems (including built-in vacuum systems, sprinkler systems for lawns etc. and for fire protection, appliances, smoke detector operations, pools and pool equipment, elevators, dumb waiters, heat pumps, furnace heat exchangers, electronic air cleaners, solar systems, hot tubs/whirlpool equipment and operations, gas fireplaces and accessories, gas space heaters, saunas, spas and wall insulation. Other items not included in this list many not be included and checked as well. All conditions because of their nature and location, which are concealed, camouflaged, hidden from view or invisible, and are difficult or impossible to inspect, are excluded from this report. However many items, hidden from view, are manifested on the exterior surface. This inspection report is not a guarantee, warranty, insurance policy, or substitute for real estate disclosures, which many be required by federal state or municipal statutes or agencies.

Your inspector is a real estate inspection generalist, and not a licensed engineer or technical expert in every, or any craft or trade. If your inspector recommends consulting specialized experts including, Architects, Engineers, or other contractors, client must do so at client's own expense and within the time recommended. Maintenance and other items may be discussed, but they are not a part of this inspection or report.

The parties agree that, MKhomeinspections, and its employees and agents assume no liability or responsibility for the cost of repairing or replacing any reported or unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. The inspection and report are not intended, or to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance, or condition of any inspected structure, item or system, and the company is not an insurer of any inspected or un-inspected conditions.

It is understood and agreed that should, MKhomeinspections and/or its agents or its employees be found liable for any loss or damages resulting from a failure to perform any of its obligations. MKhomeinspections, and/or its agents or employees shall be limited to a sum equal to the amount of the fee paid by the client for the inspection and the report. Any dispute concerning the interpretation of this agreement or arising from this inspection and/or report, except for arbitration conducted in conformance with, and according to the rules of the American Arbitration Association, except that the parties shall select an arbitrator who is familiar with the real estate inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided by civil proceedings by state code. The prevailing party in any dispute arising out of the inspection report(s) shall be awarded all fees and costs including, without limitation, arbitrator fees and costs, a reasonable attorney fees and other costs.

Client promises MKhomeinspections that client has requested this inspection for client's use only, and will not disclose any part of the Inspection report to any other person with these exceptions only: one copy may be provided to the current seller(s) of the subject property for their use as part of this transaction only, and one copy may be provided to the real estate agent representing client for use in client's transaction only. Upon client's request, a copy of the report may also be provided to a bank or other lender for use in client's transaction only.

Acceptance and understanding of this agreement are hereby acknowledged. I/we also agree, and having witnessed the inspection, to carefully read the entire inspection report before purchase and **pay the fee of \$_____.**

MKhomeinspections, representative and inspector

Date

Client

Date