

Agreement Contract

Home Inspection Service Agreement

This report contains a review of components in the following basic categories: site, exterior, roofing, structure, electrical, HVAC, plumbing, and interior. Additional categories may or may not be included. The report is designed to be easy to read and comprehend however it is important to read the entire report to obtain a full understanding of the scope, limitations and exclusions of the inspection.

DEFINITIONS OF CONDITION TERMS:

SATISFACTORY: At the time of inspection the component is functional without observed signs of a substantial defect.

MARGINAL: At the time of inspection the component is functioning but is estimated to be nearing end of useful life. Operational maintenance recommended.
Replacement anticipated.

REPAIR OR REPLACE: At the time of inspection the component does not function as intended or presents a Safety Hazard. Repair or replacement is recommended.

FURTHER EVALUATION: The component requires further technical or invasive evaluation by qualified professional tradesman or service technician to determine the nature of any potential defect, the corrective action and any associated cost.

1. We will perform a visual inspection of the home/building and provide you with a written report identifying the defects that we (1) observed and (2) deemed material.
The report is only supplementary to the seller's disclosure.
2. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors(InterNACHI). You understand that InterNACHI SOP contains limitations, exceptions, and exclusions.
3. Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, we will not test for mold. Unless

otherwise indicated in writing, we will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations.

4. Our inspection and report are for your use only. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

5. LIMITATION ON LIABILITY AND DAMAGES. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than 1.5 times the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that this liquidated damages is not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee. If you wish to eliminate this liquidated damages provision, we are willing to perform the inspection for an increased fee of \$100, payable in advance.

6. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located.

7. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

(Agreement Contract continued)

8. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim.

9. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.

10. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

I Accept Agreement :

Invoice

Amount Paid::

Payment Type: