

Morgan's Home Inspections LLC.

This is a legally binding Contract, if not understood seek advice from an attorney.

GENERAL INFORMATION and BASIC LIMITATIONS OF THE INSPECTION: This Inspection Agreement defines the entire and specific conditions under which the services of Morgan's Home Inspections LLC., hereafter referred to as (MHI) are offered. We give our customer the Inspection reports are ready for delivery to accept and sign this Agreement. We offer the home Inspection prescribed by the Oklahoma Home Inspection Licensing Act and individual Inspections and various Groups of Inspections that include and exclude inspection items covered under the Licensing Act. Items in the Oklahoma Home Inspection Law may not be included in the Inspection chosen by the Customer. The Groups of Inspections provide a significant savings to our customers. Please read this agreement before deciding upon the inspection(s) that best meet your requirements. MHI reserves the right to refuse Inspection services if we are unable to confidentially provide the Inspection information requested by the Customer. The Customer accepts the condition that the Inspection does not investigate for building CODE compliance, latent, inaccessible or concealed defects, fraudulent conditions, or cover-ups by other parties. MHI does not offer warranty, guarantee or assurance of future performance of the components and systems that we inspect or do not inspect. The Inspection Report is based upon the Inspectors' cursory visual observation and the apparent condition of the items inspected at the moment of inspection and not for any other period of time. We do not make repairs or accept responsibility for repairs, or the performance of repairs performed by others. We offer no opinion regarding biological substances (including MOLD) without a written Mold Spore report. MHI makes available the Inspection Services of certain affiliate Vendors (Independent of MHI). As a specific condition of this binding agreement, the Customer accepts that the affiliate Vendors, (and not MHI) provide all assurances and warranties (any) regarding their respective Services. The Customer accepts and agrees that MHI does not make, guarantee, authorize, or warrant repairs by any entity on anything.

SEVERABILITY and OWNERSHIP OF INSPECTION REPORTS: If any part of this Agreement shall be deemed void or invalid by a court of law, the remaining provisions shall constitute the whole of the agreement and shall remain in full force and effect. If the Customer does not accept the terms of this Agreement or changes their acceptance after signing this Agreement. Then the Inspection reports shall be RELIABLE to MHI and shall remain the sole property of MHI and the relationship between the Customer and MHI is tenanted without recourse by either party. MHI shall return the paid Inspection fees (if any). Persons in possession and/or using the Inspection reports that are outside of the agreement between MHI and the Customer, shall be in possession of stolen property. This agreement is only between MHI and the Customer signed below and cannot be assigned without permission of MHI.

DISPUTE RESOLUTION: If a dispute occurs, the Customer agrees to first submit any claim or dispute to Mediation offered by the Early Settlement Program of Tulsa County or another mediator mutually acceptable to all parties. In the event mediation is unsuccessful, the parties hereby agree the resolution shall be held before the Court in Tulsa County and not a jury. The parties agree and understand that all disputes, including but not limited to, Inspections, all contract is, tort, personal injury, and property disputes will be resolved by the Court and not a jury in Tulsa County as redundantly described herein. The decision shall be binding and conclusive as to all matters submitted. Each party unconditionally agrees to be responsible for all of the irrespective legal fees per this agreement. The Customer and MHI mutually and unconditionally grant permission to each other for the right to subrogate against parties not part of this agreement, as allegedly responsible for losses, to recover any expenses and costs of defense of said dispute.

MAXIMUM LIABILITY: By accepting the terms of this agreement, MHI agrees to pay and Customer agrees to accept payment in the form of liquidated damages in a sum no greater than 110% of the price paid for the inspection rendered for any and all losses held to be the responsibility of MHI, the employees of MHI, or Inspectors of MHI by agreement and/or pursuant to decision of a Court of Law. If the customer does not agree to this liquidated amount of 110% then the Customer must choose the MAXIMUM INFORMATION INSPECTION or seek inspection services elsewhere. The parties hereby agree that damages for breach of contract in these circumstances may be difficult if not impossible to estimate. The Customer agrees to hold MHI harmless for any harm not revealed by the Seller in the Seller's Disclosure and conditions revealed by disassembly of components in the building. As unconditionally agreed by the parties here to, all claims arising out of this contractual relationship shall be provided to MHI in writing within two years of the inspection date or the claim shall be forever barred.

CUSTOMER'S OBLIGATIONS and ACKNOWLEDGEMENTS: 1) The Customer acknowledges that the home and components therein are not new and will perform as used, and the Customer assumes all responsibility too but in warranties for work performed by repair persons or the seller, and Insurance for all losses involving the real property transaction. 2) If the claim is covered by a Home Warranty, the Customer agrees to first make claim with the home warranty company in a timely manner should problems arise after closing or after taking possession and before initiating any action or claim against MHI. 3) The Customer agrees to make time report of any complaint to MHI in writing at the address below and will allow MHI to evaluate the complaint while the subject is still reasonable. evident. The Customer acknowledges MHI did not inspect Wood Deterioration of any kind or cause (unless specifically requested) and MHI is not a licensed Pest Inspector. 4) The Customer accepts and agrees that the quality, future performance, and warranties (if any) of repairs or improvements made by any person(s) are not and cannot be made the responsibility of MHI even with a follow-up inspection. The Customer accepts responsibility to determine that all repairs recommended by MHI or others meet the Customer's satisfaction.

MAXIMUM INFORMATION INSPECTION: In the event the Customer chooses the MAXIMUM INFORMATION Inspection, which permits MHI the opportunity to make an in-depth evaluation of the property exceeding the other inspections described herein, the Customer will accept the terms of this Agreement and pay a deposit towards the Inspection fee prior to MHI performing the Maximum INFORMATION inspection. If MHI determines that the Customer's stated Inspection requirements can be achieved by MHI, the following terms of liability are unconditionally accepted by the Customer. 1) MHI agrees to be responsible for payment up to the amount of \$10,000.00 for significant error or omission resulting from negligence committed in the performance of the inspection or fulfillment of its contractual obligations to Customer. 2) Said payment shall apply to loss over any insurance or warranty proceeds received by Customer and 3) Customer agrees said payment is the maximum award eligible under this agreement by a Tulsa County Court and not a jury trial per the terms herein.

HOME INSPECTION GROUPS (Please circle your choices)

INDIVIDUAL COMPONENT INSPECTIONS (Please circle your choices)

Oklahoma Home Inspection; Pre Home-Inspection; New Construction Monitoring; EMP Inspection

The Customer requests the following items be Inspected: _____

The Customer unconditionally accepts the terms of this binding Inspection Agreement as shown by the written acknowledgement below.

MUST INITIAL: The Customer _____ Does Authorize or _____ Does not Authorize Morgan's Home Inspections LLC, Inc. to provide report copies, to 'Selling Buyers' Realtor® Associates, repair contractors, closing agencies, and mortgage lenders. Report copies are sent only by request if authorized herein.

MUST INITIAL: The Customer _____ Accepts or _____ Rejects the Maximum Liability of MHI described herein in the event a dispute arises. OK License #2401

Customer Name: (Please Print) _____ Date of Inspection: _____

Property Address: _____ City/State: _____

Customer Signature of Acceptance _____ Date _____ *Donny Morgan*
Inspector's Name & OK License# 2401

Current Mailing Address _____ City _____ State _____ Zip _____ Work Phone _____ Personal Phone _____ EMAIL _____

Visit me: donnytheinspector.com Email: donny@donnytheinspector.com

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