

Client:

Address:

Inspection Agreement and Authorization to Release Report

Inspection Report #R This **Report** is a professional opinion of the conditions of the items indicated at the time of inspection and is in no way to be construed as a guaranty of future performance or condition of those items. The **Scope** of this report is limited to only those items enumerated in the body of this report that conform to the General Provisions of Title 158 of the Construction Industries Board, Home Inspection Regulations. If inspection of additional items beyond these Regulations or areas is desired, a written agreement executed by *The Buyer's Inspector Vaughn Inspections LLC*, hereon referred to as *BIVI LLC*, setting forth such is necessary. If Client is to rely upon this report, Client agrees to all terms and conditions of this report even if this report is unsigned by Client. As this inspection is performed for the buyer named on this report, this report is not transferable to any other party. In order that this Inspection Report may be released to any party, authorization by Client is necessary. I, the client authorize the release of this report to any and all parties. Payment of inspection fee is the responsibility of the Client whether Client closes the purchase of the property or not. Client agrees to pay reasonable cost of collection fees to *BIVI LLC* if incurred.

This **Inspection Report** is a visual inspection intended to determine that the items inspected are in **normal working order** which "means the system or component functions without defect for the primary purpose and manner for which it was installed." A **defect** "means a condition, malfunction or problem, which is not decorative, that would have a materially adverse effect on the value of the system or component, or would impair the health or safety of the occupants or client." It is understood that the general age of the inspected item is taken into consideration in making a judgment as to whether or not it is in normal working order. That is, a twelve-year-old roof is not expected to be in as good of condition as a two-year-old roof.

No coverings or barriers either natural or man-made normally considered permanent or that which would damage walls, trims, or veneers to open have been removed or disturbed for the purposes of this inspection. No comment or representation is made concerning any defect not readily observable at the time of the inspection. The inspector is not expected to operate any equipment not normally operated by the homeowner, to dismantle equipment, to make holes, to move furniture, or to lift rugs or carpets, or to perform test which require damaging or destroying the item being inspected. *BIVI LLC* will not be liable for damages, arising from defects, in any item or condition, which was not visible during our inspection even if due to concealment, stealth or personal effects of either homeowner or tenant of inspected property. The type and sufficiency of construction or lack of preventative or routine maintenance is not commented upon.

Because this inspection report has evaluated a defect based solely upon a visual examination, the severity of a defect cannot often be determined. Further detailed investigation by qualified contractors/technicians may change this Report's preliminary analysis. This report is not technically exhaustive. It is not intended to be an in-depth detailed description of all defects nor to be use as a "punch list" since further detailed inspection by tradesmen may reveal additional problems or complications. This is especially relevant since many repairs will involve "opening up" items or equipment that were concealed during the Inspection. **Client acknowledges** that any notation in this report relating to any item shall put Client on notice of a possible defect and that Client should seek a more comprehensive evaluation by tradesmen or properly licensed or qualified technicians. Client waives any claim to damages against *BIVI LLC* in the event Client makes no further investigation on their behalf. It is the **Client's responsibility** to request clarification concerning conditions or defects listed in this report. Such information will be gratefully provided by *BIVI LLC* at no additional charge to Client.

The **estimated repair costs** of defective items, given in this report, are estimates based solely upon a visual examination and are given to the Buyer as a courtesy service. **Client is urged** to obtain competitive bids and second opinions before using such repair cost **estimates** in any negotiations prior to closing on purchase of property.

The Gas piping design is excluded from the Scope of this report. However, the gas line leak test option is offered to the Client, if desired. If the option is chosen, the **location** of any diagnosed gas leak may not be determined by this Report.

GENERAL EXCLUSIONS: Compliance to local codes and ordinances, sewer lines, septic systems, water wells, water service shut-off valves, anti-siphon devices, gas yard lights, flood lights, exterior lights, landscaping lights, telephone & electrical security systems, accessory buildings, sheds, fences, chimney flues and their drafting characteristics, or the sources of surface flooding, or the presence of underground springs; or the presence of asbestos, Radon Gas, Lead Paint, urea formaldehyde foam insulation, Hazardous Materials, rodents, insects, termites, fungus, mold and wood rot are outside the scope of this inspection.

Client agrees that in the event a defect(s) is subsequently suspected which was not noted in this Report, that *BIVI LLC* shall be notified in writing, within ten (10) days, of the discovery of same, and must thereafter, be allowed prompt reinspection and allowed to repair the item prior to any repair of same being made by or for the Client; and in the event that Client fails to do so, any claim for damages by client arising out of such defect is waived.

Client specifically agrees in relying upon this Inspection Report even if it is not signed by Client that the total liability for omission or error of *BIVI LLC*, other than for gross negligence or intentional wrong shall be limited to one and one half times the amount paid to *BIVI LLC* in consideration for this inspection and that all other terms and conditions of this Report apply as well. If Client initiates legal action concerning this inspection, it must be filed in Oklahoma County, Oklahoma and if Client fails to prevail on all of the causes of action alleged, Client should be liable to *The Buyer's Inspector Vaughn Inspections LLC* for full recovery of all of its attorney's fees and other fees incurred in such action.

Signature of Client _____ Fee \$ _____ **Method of Payment: at closing check credit card**