

Rob Smith Property Investigations – Inspection Service Agreement

THIS IS A LEGALLY BINDING CONTRACT AND CONTAINS AN ARBITRATION CLAUSE

I (Client) hereby request a limited visual inspection of the structure at the address identified on page 3 of this contract, for my sole use and benefit. I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the Inspector with any questions I may have.

Scope of Inspection

The scope of the inspection and report is a limited visual inspection of the readily accessible general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with ASHI (American Society of Home Inspectors) and/or the generally accepted standards of practice, a copy of which is available upon request or included with this report. The scope of the inspection is limited to the items listed within the report pages. The report contains technical information. If you will not be present during the inspection please call my office to arrange for a verbal consultation with the Inspector. If you choose not to consult with the Inspector, this Inspection Company cannot be held liable for your understanding or misunderstanding of the inspection report's contents.

Outside the Scope of Inspection

Any area which is not exposed to view is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, unsafe conditions or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view, or excluded, at the time of inspection. Client acknowledges what is being contracted for is a building inspection and not an environmental evaluation. The inspection is not intended to detect, identify or disclose any health or environmental concerns regarding the building(s) and/or adjacent property, including, but not limited to , the presence of asbestos, radon, lead, urea-formaldehyde, fungi, mold, mildew, animals, bio-organic growth, PCBs, or any other toxic materials or substances contained in the water, air, soils, or building materials or products.

Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION:

- Building code or zoning ordinance violations or compliance with current code requirements.
- Geological stability or soils conditions.
- Structural stability or engineering analysis
- Termites, pests or other wood destroying organisms and related damage, unless specified in the Inspection Service Agreement.
- Asbestos, mold, fungi, bio-organic growth, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any other environmental hazard, unless only Mold and/or Radon testing is/are specified in the Inspection Service Agreement.
- Building value appraisal or repair cost estimates and/or methods.
- Condition of detached buildings, unless specified in the Inspection Service Agreement.
- Pools or spas bodies and underground piping.
- Specific components noted as being excluded on the individual system inspection forms.
- Private water or private sewage systems, unless specified in the Inspection Service Agreement.
- Saunas, hot tubs, steam baths, and their related fixtures and equipment.
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls.
- Water softener / purifier systems or solar heating systems.
- Furnace heat exchangers, freestanding appliances, security alarms, low-voltage signal systems (such as phone and cable television) or personal property.
- Adequacy, strength or efficiency of any system or component and causes of any deficiencies.
- Prediction of life expectancy of any item, future conditions or operating costs.
- Building permits and identification of modifications / additions.
- Inside of any piping or any underground piping or components, including, but not limited to, Underground Storage Tanks, water / wastewater piping, vent piping, dryer vent piping, etc.
- Advisability of purchase of the property.
- Acoustical properties of the building or any perceived noise conditions.
- Effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances.
- The detection, identification, disclosure, or reporting on the presence of "Chinese Drywall" products or potential environmental concerns or hazards arising out of the existence of these products.

(Some of the above items may be included in this inspection for additional fees – check with the Inspector)

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**CLIENT INITIALS _____ **CLIENT INITIALS _____

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This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

Your Inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any construction craft or trade. The Inspector may possess licenses or certifications in related professions such as contractor, engineer, termite or mold. Client understands the Inspector is performing this inspection as a Home Inspector per local standards and not acting in any other professional capacity including, but not limited to, those listed above. If your Inspector recommends consulting other specialized experts, Client must do so at Client's expense, and Client is advised to do so prior to the close of the Inspection Period of the Purchase Contract and/or the close of the Transaction. Client accepts all responsibility for failure to act on Inspector's recommendations. If there are water leaks, damage, stains or musty smells reported by the Inspector and/or detected by the Client, the Inspector recommends evaluation by a mold specialist prior to the close of the Inspection Period of the Purchase Contract and/or completion of the transaction.

CONFIDENTIAL REPORT: The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agent(s) directly involved in this transaction, but said persons are not specifically the intended beneficiaries of the Agreement or the inspection report. Client and Inspector do not in any way intend to benefit said seller or the real estate agent(s) directly or indirectly through this Agreement or the inspection report. Client agrees to indemnify, defend, and hold Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

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

INTEGRATION: This agreement contains the entire integrated agreement of the parties hereto and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to this subject matter. No changes or modifications of this agreement are enforceable unless agreed to in writing signed by all parties.

Disputes: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten (10) business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question. Any legal action must be initiated within one (1) year from the date of the inspection. Failure to initiate said action within one (1) year of the date of the inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen there from. This time period may be shorter than otherwise provided for by law.

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LIMITATION ON LIABILITY AND LIQUIDATED DAMAGES

THE INSPECTOR'S LIABILITY FOR ANY CLAIMS MADE BY THE CLIENT ARISING OUT OF THE SUBJECT INSPECTION REPORT AND OTHER ACTIVITIES COVERED BY THIS CONTRACT IS LIMITED TO THE AMOUNT OF THE FEE PAID FOR THE INSPECTION. THIS LIMITATION OF LIABILITY APPLIES TO ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATIONS, CONCEALMENT, VIOLATION OF A STATUTE, NEGLIGENCE PER SE AND ANY OTHER CLAIM BROUGHT BY CLIENT. THIS LIMITATION IS BINDING ON THE CLIENT, AND ANY ASSIGNEES, AGENTS, PRINCIPALS, SPOUSES, HEIRS AND OTHERS ACTING ON BEHALF OR THROUGH THE CLIENT AND IT APPLIES TO THE INSPECTOR, INSPECTOR'S AGENTS AND EMPLOYEES, AND INSPECTOR'S PRINCIPAL.

**CLIENT INITIALS _____ **CLIENT INITIALS _____

ARBITRATION:

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the inspection service or inspection report shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. or a similar service required by the Inspector's Insurance Provider. 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 of competent jurisdiction.

**CLIENT INITIALS _____ **CLIENT INITIALS _____

By signing below Client(s) and Inspector acknowledge that they have read, understand and agree to the scope of the inspection and agree to all of the terms and conditions of this contract. Client(s) also agree(s) to pay the fees listed above.
(One signature binds all Clients)

Client: _____

Dated: _____

Client: _____

Dated: _____

Inspector: _____

Dated: _____

Certification: ASHI Certified Inspector #249843 Termite Inspection License: #N5717

MO Dept. of Health & Senior Services – Onsite Inspector #50812