

## Contract

This inspection agreement is entered between the Client and Resolute Home Inspections, LLC for a home inspection at the above stated address. Resolute Home Inspections also offers radon measurement testing, surface mold inspection/testing, airborne mold testing, and wood destroying insect inspection for additional fees. If you would like to add any of these additional services, please contact me before signing this contract. A new contract will need to be sent including the requested additional services. Please advise your realtor of any additional testing that was not discussed with them due to contractual agreements. The inspection report will be completed and distributed within 48 hours after the completion of the inspection. The payment must be received before the inspection report is released to the client. In consideration of the terms and conditions set forth below, Resolute Home Inspections, LLC agrees to perform a visual inspection of the property listed above, and to prepare and provide to the Client an inspection report. The inspection will be in accordance with the Standards of Practice established by the State of Ohio as defined in Revised Code Section 4764.01(C). This is not a building code inspection. The inspection will consist of visual observation of readily and safely accessible areas of the residence including the basement, attic, and garage; both attached and detached. As specified in the Standards of Practice for multiple occurring items such as outlets, windows, and doors, only a representative number will be inspected/tested. The inspection is limited only to visual observation of apparent conditions existing at the time of the inspection. Thermal imaging may be performed during the inspection. A copy of the report will also be provided to the Client's realtor unless directly specified. The copyright of the report shall remain with Resolute Home Inspections, LLC. The inspection is strictly limited only to the following components of the residence: structure, foundation, exterior, roof, attic, heating, air conditioning, electric, plumbing, built-in appliances, floors, ceilings, walls, windows, doors. All other inspections are beyond the scope of the Standards of Practice established by the State of Ohio Real Estate and Professional Licensing Division. This agreement contains the entire agreement between the Client and Resolute Home Inspections, LLC. This document supersedes any and all representations, both oral and written, among the parties. This agreement may be modified, altered, or amended only in writing and signed by both the parties. Any provision of this agreement which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision of this agreement and all such other provisions shall remain in full force and effect. The inspection and the report are not intended; nor shall they be used or treated by the client or anyone else, as a guarantee or warranty expressed or implied, regarding the adequacy, performance, or condition of any aspect of the residence. The Client acknowledges and agrees that Resolute Home Inspections, LLC is not an insurer of any inspected or non-inspected conditions at the residence. The Client acknowledges that the Resolute Home Inspections, LLC has explained that home warranty plans are available which offer valuable protection against certain unforeseen repair expenses. The inspection is not a technically exhaustive investigation or evaluation of every aspect of the residence. The Client acknowledges and agrees that the inspection and the report will not reveal every existing deficiency and future condition affecting the residence. Resolute Home Inspections, LLC is not responsible for the non-discovery of any latent defects in the residence, or any problems that may occur or become evident after the date of the inspection. Latent defects in the residence include, but are not limited to, cracking, leaking, surface dislocations, or landslides resulting from, without limitation, water leaks, land subsistence, or other geological problems. Resolute Home Inspections, LLC is not responsible for future defects, failures, and repairs such as future (i.e., air condition and heating issues, plumbing and roof leaks). Resolute Home Inspections, LLC shall have a reasonable opportunity, weather permitting, to access the residence to evaluate the situation prior to any corrective action being taken by the Client. However, immediate remedy should be undertaken by the client as needed. The Client agrees that the limit of liability is \$1,000 and is unrelated to the costs of repairing or correcting any defects in the residence. Resolute Home Inspections, LLC assumes no liability for the cost of repairing or replacing any reported or unreported defect or deficiency in the residence, 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 conducted and prepared for the sole, confidential and exclusive use of the Client. Consequential and third-party damages are excluded; and the client indemnifies Resolute Home Inspections, LLC from all such claims. Even though the report may have been a material factor in the Client's decision to purchase the residence, the Client agrees that should Resolute Home Inspections, LLC be found liable for any loss or damages resulting from a failure to perform any of the company's obligations, including but not limited to negligence, breach of contract, or any other legal theory or cause of action, the liability of the company shall be limited solely to \$1,000. All claims and legal action regarding or arising from the property condition and this inspection and report must be filed and initiated by Client no later than one year following the date of the report. A failure to do so will result in a loss of legal rights. Any controversy or claim arising out of, or relating to this agreement, or breach thereof, either directly or indirectly shall be settled by binding arbitration administered by the American Arbitration Association in the State of Ohio using its commercial arbitration rules. The arbitrator shall have at least three years of actual knowledge of the home inspection industry. Any decision and judgment award rendered may be entered in any court having jurisdiction hereto. Each party agrees to pay its own costs of arbitration. This excludes payment of the company's fees. The following items, components and issues are specifically not included in the inspection. Product recalls by the Consumer Product Safety Commission or manufacturers or others; the presence or absence of termites, or other wood destroying pests; the interior condition of chimney flues; all concealed or underground items, including without limitation, plumbing and electrical components, septic systems or cesspools, wells; water softeners and purification systems; swimming pool/spa and systems; automatic sprinkler systems; any system that is shut down; lighting of pilot lights; alarm, intercom, and low voltage systems, including without limitation, yard fixtures, timers, de-icing systems, and solar systems; storm windows, screens, and storm doors; shutters, awnings and related accessories; broken thermos-panes; all portable/moveable appliances including, without limitation; the temperature calibration, self-cleaning feature, and timer operation of the stove/oven; the heat exchanger; radiant heating system; compliance with past or present state and local building code requirements; evaluation or analysis of soil conditions and geological stability; evaluation of engineering and architectural issues; compliance with any federal, state, or local environmental laws, rules, and ordinances; the existence of any hazardous wastes and toxic substances on, in, or around the residence including, without limitation, asbestos, radon gas, lead and lead-based paint, or methamphetamine. The Client is advised that conditions at the residence may change between the date of the inspection and the date on which the Client closes on the purchase of the residence. Consequently, the Client is advised and encouraged to personally conduct, or to arrange for an independent third party to conduct a pre-closing walk-through inspection of the residence.