

PRE INSPECTION AGREEMENT

COMPANY AGREES TO CONDUCT AN INSPECTION FOR THE PURPOSE OF ALERTING THE CLIENT TO MAJOR DEFICIENCIES IN THE CONDITION OF THE PROPERTY. THE INSPECTION AND REPORT ARE PERFORMED AND PREPARED FOR THE SOLE, CONFIDENTIAL AND EXCLUSIVE USE AND POSSESSION OF THE CLIENT. THE WRITTEN REPORT WILL INCLUDE THE FOLLOWING ONLY.
GROUNDS, EXTERIOR SURFACES, ROOF, CHIMNEY, FOUNDATION, HEAT PUMP/ AC, DECK/ PORCH, CRAWLSPACE, STRUCTURE, INTERIOR, SAFETY LIST, KITCHEN, APPLIANCES, BATHROOMS, PLUMBING, GARAGE/ CARPORT, ELECTRICAL, BASEMENT, EXTERIOR DOORS, WINDOWS, ENERGY CONSERVATION, ATTIC, HEATING SYSTEM, FIREPLACE, AND HEALTH

ITEMS AND SYSTEMS NOT INCLUDED IN THE INSPECTION REPORT ARE AS FOLLOWS:

SWIMMING POOLS ,WATER QUALITY, SEPTIC SYSTEMS, RECREATIONAL EQUIPMENT, CENTRAL VACUUM, WATER FILTERS, SPRINKLER SYSTEMS, PORTABLE APPLIANCES, WINDOW AC, SOLAR SYSTEMS, UNDERGROUND UTILITIES, PERSONAL PROPERTY, COSMETIC ITEMS, DRAIN FIELDS, SECURITY SYSTEMS, DETACHED BUILDINGS, ASBESTOS, RADON, INTERCOMS, ENVIRONMENTAL ISSUES, CEILING FANS, LOW VOLTAGE WIRING SYSTEMS, SAFETY GLAZING IN ANY DOOR OR WINDOW, EVALUATE THE UNIFORMITY OR ADEQUACY OF THE HVAC SYSTEM TO THE VARIOUS ROOMS, CONCEALED INSULATION, BLINDS OR WINDOW TREATMENTS, PRESENCE OR CONDITION OF BURIED FUEL TANKS, FENCES, PROPERTY VALUES, OR SUITABILITY OF THE PROPERTY FOR ANY SPECIALIZED USE, THE METHODS, MATERIALS, AND COSTS OF CORRECTIONS. THERMOSTATIC CONTROLS, TIMERS OR INDICATOR LIGHTS ARE NOT CHECKED FOR ACCURACY OR CALIBRATION. LIFE EXPECTANCY OF ANY ITEM OR SYSTEM WILL NOT BE DETERMINED.

It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent condition existing at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from the inspection. Items and systems will not be dismantled. The inspector is not required to move personal property, debris, furniture, equipment, and carpeting or like materials which may impede access or limit visibility. Crawlspace will not be entered if there is less than two feet of clearance or the inspector feels endangered. The inspection is not intended to be technically exhaustive. The CLIENT is urged to solicit bids from State Licensed contractors on repairs reported here before closing.

Maintenance and other items may be discussed, but they are not a part of this inspection. The report is not a compliance inspection or certification for past or present governmental codes or regulation of any kind.

Some items are checked by a sample as expressly and specifically identified in the inspection report. Pressure gauges are not used to test air conditioners. Garbage disposers are checked for on and off operation only. Only the dishwasher's ability to fill and drain properly is checked. Dishwashers, ranges, ovens, microwaves and like appliances, and their timers, controls or elements are not checked. Self cleaning ovens are not operated or inspected. Remote controls for garage doors or any other appliances or systems are not checked. Electrical outlets are randomly checked. A sampling of windows and doors will be operated. This inspection and report does not address and is not intended to address the possible presence of or danger from any potential harmful substances and environmental hazards including but not limited to radon gas, lead paint, asbestos, urea formaldehyde, carbon monoxide, carbon dioxide, toxic or flammable chemical, water or airborne related illness or disease, and all other similar or potentially harmful substances. The CLIENT is urged to contact a reputable specialist if information, identification or testing for the above is desired. In addition, the presence or absence of rodents, termites, or other insects / vermin is not covered by this inspection.

It is the responsibility of the CLIENT to furnish the inspector with a list of any defects that are known at the time of the inspection. All disclosure statements must be given to the inspector immediately. The CLIENT is encouraged to attend the inspection. This inspection is to be considered a point in time inspection. We advise our CLIENTS that are purchasing homes with community or private wells or any house that may have lead in the water supply system to have the water tested for heavy metals, lead, coliform bacteria, nitrates, high sodium content, toxic or nuisance substances, etc.

The CLIENT should immediately put in writing to the COMPANY problems or disputes with the service being provided.

Any recommendations made concerning repairs or additional inspections should be made by a licensed contractor or engineer.

The COMPANY assumes no liability and shall not be liable for any mistakes, omissions, or errors in judgment of its employees, or sub contractors, beyond the cost of the report. This limitation of liability shall include and apply to all consequential damages, bodily injury and property damage of any nature. This report is prepared exclusively for the CLIENT named above and is not intended for third party dissemination. This report shall not be forwarded to any other potential purchaser of the property if the CLIENT decides against the purchase of this property. The COMPANY accepts no responsibility for misinterpretation of this report.

Payment is expected and due upon completion of the inspection. There will be a billing charge for inspections not paid on completion, and an additional service charge of 1 1/2% per month (18% per annum) for accounts not paid within 30 days. There will be a \$25.00 returned check charge. Any and all legal fees incurred by the COMPANY, to collect fees will be charged to the CLIENT. Both parties will agree that the COMPANY, and its employees and agents, assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, 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 NOT INTENDED OR TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, LIFE EXPECTANCY OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. THIS REPORT IS TO BE CONSIDERED A POINT IN TIME INSPECTION, MEANING THE SYSTEMS AND ITEMS REPORTED ON ARE WORKING AS REPORTED AT THE TIME OF THE INSPECTION.

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE BREACH THEREOF SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION UNDER THE EXPEDITED ARBITRATION RULES OF THE NATIONAL ACADEMY OF CONCILIATORS. THE DECISION OF THE ARBITRATOR APPOINTED THEREUNDER SHALL BE FINAL AND BINDING AND JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

I HAVE READ OVER THIS PRE INSPECTION AGREEMENT AND FULLY UNDERSTAND AND ACCEPT ALL OF THE CONDITIONS OUTLINED THROUGHOUT THIS REPORT AND HEREBY ACKNOWLEDGED THIS BY MY ACCEPTANCE OR BY MY PAYMENT OF THIS REPORT.

By signing this agreement, the client expressly agrees to and understands all terms and conditions detailed herein:

On this _____ day of _____, 20_____

Address of inspection: _____

Client's signature _____

Inspector's signature _____

Total inspection fee: _____

Credit Card Info: _____ exp. ____/____/____

HOME INSPECTION DESCRIPTION

***GENERAL INSPECTION** – This Home Inspection is a limited visual evaluation of the building, the building's structure, major accessible components (as detailed by the inspector) and the immediate visible grading around the perimeter of the building, on the actual date of the inspection. ***CLIENTS INITIALS** _____

***FOUNDATION** – The inspector will look for any visible cracks, settling, or other major structural defects. Inspector cannot evaluate any parts of a foundation below grade, covered with insulation, paint, or other wall coverings. The inspector will look for evidence of visible moisture or water damage, but cannot predict any future water problems that may occur. It is the Client's responsibility to monitor and or repair any problems noted in the report including establishing if any crack is active. ***CLIENTS INITIALS** _____

***STRUCTURE** – A limited visual inspection will be conducted on any exposed or readily accessible sections of the structure. Any areas that are blocked with stored items, furniture or covered with siding, drywall, carpet, or other floor, wall, or ceiling coverings will not allow the inspector to evaluate the condition of these areas. With an accessible crawlspace and a minimum of three feet of headroom, the inspector will visibly inspect for visible moisture, mildew and ventilation, and report on the overall condition. The inspector is not required to enter the area if adverse conditions, pests, falling insulation, dampness, or debris impede access or limit liability. ***CLIENTS INITIALS** _____

***ROOF INSPECTION** – The roof may have to be inspected from ground level to avoid damage to the roofing material, and/or risk to the inspector. Some roofs may not be accessible or visible for inspection. In this case The Client is responsible to have the roof reinspected by a licensed roofer. The Client assumes responsibility for any inadvertent damage caused by subsequent inspection. Roof leaks are difficult to detect unless there has been a recent heavy rain. While every responsible effort is made to detect roof leaks, minor leaks may go undetected unless it is actually raining at the time of inspection. Stains on ceilings, walls or other structural members may be the result of previously corrected problems. The Client should monitor these. The inspector is not required to remove snow or ice or other conditions that could prohibit observation of the roof surfaces. Sagging and other roof deformities may be a part of the original construction and merely a cosmetic problem; any structural defects should be repaired. Some roofs, especially flat roofs, may require routine maintenance. No estimated remaining life expectancy is given or implied on the roofing materials. ***CLIENTS INITIALS** _____

***EXTERIOR** – The inspector will, from ground level, randomly inspect the general condition of the siding, foundation, gutters, soffit and trim. A limited representation of the exterior materials will be inspected. Cosmetic damage is not included in the inspection. Any evidence of water damage or rot to trims, siding, etc. may indicate damage to structural components. Concealed or internal damage may be discovered and/or evaluated and repaired once area is repaired. ***CLIENTS INITIALS** _____

***ATTIC** – If accessible, the inspector will report on visible moisture, mildew, ventilation, overall condition of the attic, and report any visible insulation. Access may be restricted due to insulation, storage, and height restrictions. While the presence of FRT (Fire Retardant Treatment) plywood may exist in some attics, the inspector may report seeing FRT but a separate test may be required to evaluate the condition of the FRT. Garage attic may not be rated or structurally designed for storage. ***CLIENTS INITIALS** _____

***HEATING AND COOLING SYSTEMS** – This report contains the general condition of the HVAC system. Any life expectancy estimates and possible remaining life are based on statistical comparison of other systems. The Client cannot rely on any prediction or life expectancy. Actual working conditions, previous use or misuse, irregular, improper service, faulty manufacturing, poor quality, act of god, and simple bad luck affect a component's life. Estimates of remaining life do not mean that a particular item or system will last exactly that long, require replacement, or fail that soon. The inspector is not required to disassemble any part of a heating system. This report and inspection cannot include the heat exchanger because such an inspection would require disassembling the furnace. An HVAC system's efficiency, tested in the summer, may not be indicative of the actual performance on a seasonally cold day. The inspector is not required to calculate proper sizing of an HVAC system to the building. An air conditioning system should not be tested during its cooling cycle when the outside temperature has been below 60 degrees within 24 hours or damage to the unit may result. Heat pumps and air conditioners have a life expectancy of 8-12 years (depending on the region). An older system and components should never be serviced and certified before settlement, especially if no maintenance history was present. ***CLIENTS INITIALS** _____

***ELECTRICAL** – The inspector will visually inspect the condition of any exposed electrical wiring and randomly test electrical receptacles and switches; however, the inspector cannot be accountable for any concealed or hidden wiring problems. If there are any severe problems, an electrician should be consulted. The inspector cannot give an estimate as to how many receptacles are on a circuit or the load a circuit will hold. If aluminum wiring is present a licensed electrician must verify proper approved connections, failure to do so may be a potential fire hazard. Any substandard work observed should be updated. ***CLIENTS INITIALS** _____

***PLUMBING** – The inspector will visually inspect exposed water lines, all visible or accessible plumbing fixtures, and water closets for function. The inspector cannot, and is not accountable for any concealed, such as grinder pumps or hidden problems or possible freezing of the plumbing. The inspector does not check for quality or quantity of the water or report on the well's life expectancy or capacity. Corrosion may be a sign of deterioration to the plumbing and may cause eventual failure. ***CLIENTS INITIALS** _____

***EXCLUSIONS** – No warranty is expressed or implied by this inspection. Specific exclusions include but are not limited to; written exclusions in the report, obstructed areas, life expectancies, cost estimates, swimming pools, hot tubs, spas, ponds, fountains, water conditioning equipment, humidifiers, septic systems, drain fields, sewage connections, underground utilities, fuel tanks, water pressure, wells, well components, cable T.V. satellite systems, intercoms, security system, sprinklers, geo-thermal systems, microwaves, plug in appliances, water leaks at foundation, water or air infiltration at doors, windows, or weather-stripping, bulkheads, piers, landscaping, solar collectors, footings, concealed structural components, including piers, and framing, internal or hidden components of a chimney or flue, concealed electrical, plumbing, grinder pumps, ice maker, radiant heat systems, central vacuuming, self cleaning oven function, detached buildings, grounds not immediate to the building, soil analysis, engineered loads, spans or capacities, auto reverse devices for garage doors, sidewalks, driveways, screens, cracked glass, failing glazing seals, presence of safety glass, turning on any utilities, playground equipment, tennis courts, recreational equipment, elevators, cosmetic damage, code compliance, defective products unknown to the inspector, pest activity or damage, property damage caused by infestation or activity of wood destroying insects or other organisms, calibration of thermostats, any work done without a history of a building permit, or any health or environmental concerns, any future claims which may arise or be discovered as a result of future inspections, repairs or remodeling being performed on the property. ***CLIENTS INITIALS** _____

***INSECT OR PEST CONTROL** – The Client must obtain a separate wood destroying insect inspection from a reputable pest control firm. The separate termite inspection should result in the issuance of a report of non-infestation, plus a report of any damage. The Client should ask the pest inspector to report any signs of fungus, mold, mildew, or rot on the property. Some buildings may be at higher risk of infestation and should be inspected annually by a pest company. ***CLIENTS INITIALS** _____

***HAZARDOUS MATERIAL** – The inspector does not test for materials such as radon, asbestos, lead paint, formaldehyde, electro-magnetic fields, toxic or flammable chemicals, water or airborne related diseases, gases, fumes, molds, fungi, or other similar or harmful substances including any odors or pet damage. Separate tests may be available for some or all of the above hazardous materials, upon request. ***CLIENTS INITIALS** _____

***THE CLIENT** – The Client understands and agrees that it is his or her responsibility to have further evaluation and or initiate repairs to any items the inspector discovers; and to maintain and monitor the building and its components, including all paint, caulk, other sealants, gutters, HVAC filters, plumbing, grounds, driveway sealant, etc., and all combustion components such as fireplace, woodstove, water heater, HVAC system, etc. Client is advised and understands they should have any repairs, further evaluations or cost estimates carried out prior to purchase to ensure they are making the most complete and thorough purchasing decision possible. ***CLIENTS INITIALS** _____

I, THE CLIENT, (Print Name) _____ acknowledge that by signing this I agree to, and understand all of the terms and conditions stated above and in this report, and waive any claims against The Company, The Company's agents or representatives.

*Address of Inspection _____

*Client's Signature _____ Date _____

*Inspector's Signature _____ Date _____