

The address of the property is: .

Fee for the home inspection is \$. INSPECTOR acknowledges receiving a deposit of \$ from CLIENT.

THIS AGREEMENT made this day of , 20 , by and between (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy. The report is only supplementary to the seller's disclosure.

Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the International Association of Certified Home Inspectors. Although INSPECTOR agrees to follow InterNACHI's Standards of Practice, CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. CLIENT understands that INSPECTOR will NOT be testing for the presence of Radon - a colorless, odorless, radioactive gas that may be harmful to humans. CLIENT understands that INSPECTOR will NOT be testing but will inspect for mold. CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations. Client also understands that INSPECTOR does not inspect heat exchangers, septic tanks, sprinkler systems, water filtering systems, pool systems, water features, solar panels or low voltage systems such as phone lines, TV cable, satellite and antenna systems, speaker lines, intercom systems, security systems, vacume systems or low voltage lighting systems.

The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR's inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components.

INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and

payments arising out of or related to the INSPECTOR's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive.

INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place.

In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

Payment of the fee to INSPECTOR is due after client receives inspection report. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

If CLIENT requests a re-inspection or new inspection on a different address, they are also subject to all the terms and conditions set forth in this agreement.

This Agreement is not transferable or assignable.

//////////TERMITE AGREEMENT//////////

INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy. The report is only supplementary to the seller's disclosure.

Client understands this inspection is only a termite inspection and is NOT a guarantee or warranty as to the absence of wood-destroying organisms, nor is it a guarantee that the inspector found all the wood-destroying organisms or damage that may exist. Wood-destroying organisms may exist in concealed or inaccessible areas, For example if termites are behind the wall and if I cannot see it, I cannot inspect it.

Client understands that inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. This inspection is NOT a structural integrity inspection and there is no warranty, expressed or implied, included in the report.

The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

Payment of the fee to INSPECTOR is due after client receives inspection report. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any.