

HOME INSPEX, LLC

VA State Certified #3380-000231

HOME INSPEX, LLC
P.O. Box 37563
Richmond, VA 23234

Phone: (804) 744-4663
Fax: (866) 588-0910
www.homeinspex.com

Subject Property Address: _____

Inspection date: _____

Definitions:

Client: The individual(s) that sign this contract.

Company: HOME INSPEX, LLC

Representative Sample: At least half of all readily accessible.

This agreement is between the Client named on this contract and Inspection Company.

THIS CONTRACT LIMITS OUR LIABILITY...PLEASE READ CAREFULLY.

I/We (Client) hereby request a limited visual inspection of the house at the address named above, 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 call the inspector within 5 business days with any questions I may have. It is Client's responsibility to pursue any/all recommendations noted in the inspection report.

SCOPE OF INSPECTION

The scope of the inspection is a limited visual evaluation of the readily accessible general systems and components of the house at the time of inspection to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed within significant compliance of the American Society of Home Inspectors Standards of Practice, a copy of which is located on the internet at <http://www.ashi.com>. The scope of the inspection is limited to the items listed within the report pages. Any item not specifically noted in the report is excluded from this inspection. Infrared thermal imaging inspections are beyond the scope of this inspection, are not automatically included with this inspection, and must be purchased for an additional fee for it to be included with this inspection.

OUTSIDE THE SCOPE OF THE INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible, including but not limited to, due to soil, mulch, vegetation, walls, floors, carpets, ceilings, furnishings, personal belongings, insulation, items not inspected due to safety concerns, or any other thing is not included in this inspection.

The inspection does not include any destructive testing or dismantling, and is not technically exhaustive. A representative sample of readily accessible systems/components will be inspected and reported on, including but not limited to: doors, windows, lights, electric outlets and switches. Client agrees to assume all risk for all conditions which are concealed from view and/or cannot be seen at the time of the inspection.

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

Federal, state and/or local building codes or zoning ordinance violations. Installation of any system or component according to manufacturer's instructions. Geological stability or soil characteristics. Structural stability or engineering analysis. Termites, pests, wood destroying insects and wood destroying organisms. Reporting of cosmetic blemishes. Performing repairs and troubleshooting. Market value of property/appraisal. Property boundaries, easements and rights of way. Advisability of purchasing or selling of property. Any environmental contamination of air, water or soil, including but not limited to asbestos, radon, carbon monoxide, mold, mildew, fungus, bacteria, allergens, formaldehyde, lead, water or air quality, petroleum leaks/spills such as oils and gasoline, volatile organic compounds, electromagnetic radiation or any environmental hazard, toxins and carcinogens. Assessments of odors, noises and acoustical properties. Operating costs of any component or system. Inspection of detached structures/buildings and fences with the exception of garages. Pools or spas. Underground piping. Private and public water or private sewage systems including wells, septic systems and sewage pump alarm systems. Backflow prevention devices. Sprinkler systems for yard irrigation. Fire suppression / fire sprinkler systems and components. Underground tanks and plumbing. Interiors of flues, vents, and chimneys. Hidden portions of drain waste and vent systems and components. Saunas, steam baths, or fixtures and equipment. Radio-controlled devices, central vacuum systems, automatic gates, elevators, lifts, dumbwaiters, timers and thermostatic or time clock controls. Water softener, conditioner and purification systems. Solar systems or components. The heating ability of ovens and microwaves. Furnace heat exchangers, refrigerant levels, humidifiers, electronic air filters, freestanding appliances, security alarms or personal property. Backup generator systems and components. Intercoms, home entertainment systems, telephone or communication cables, EIFS or synthetic stucco, portable appliances, and the presence or absence of rodents, termites,

spiders, roaches or any other insect or vermin. Identification of drywall origin such as Chinese drywall. Suitability of property for any specialized use. Strength, adequacy, effectiveness or efficiency of any system or component. Window air conditioning units. Causes of condition or deficiency. Detached structures including but not limited to fences and sheds. Future conditions of systems or components. Prediction of life expectancy or remaining life of any component or system. Methods, materials and costs of correction. Specific components noted as being excluded on the individual system inspection forms. Any area, system or component that in the opinion of the inspector at the time of inspection, presents a potential safety concern to the inspector if attempted to inspect due to animals, insects, excessive heat, excessive odor, confined spaces, height, slippery surfaces, negotiating through any liquid including water, lack of accessibility or any other safety concern the inspector deems potentially unsafe, or may potentially cause harm to property or others.

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 craft or trade. If your inspector recommends consulting other specialized experts, Client must do so at Client's expense.

ARBITRATION: Any dispute concerning the interpretation of this agreement or arising from this inspection and/or report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of a recognized arbitration association, and to use an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

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 or buyer and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the inspection report. Client agrees to indemnify, defend, and hold Company harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

INDEMNITY: Client shall indemnify Company to any threatening, pending, or contemplated action, suit, or proceeding, whether civil, criminal, administration or investigative, including all appeals, by reason of the fact that Client employment of Company, against any and all expenses, including reasonable attorney's fees, judgments, decrees, fines, penalties and amounts paid in settlement, actually and reasonably incurred, in connection with such action, suit or proceeding, if Company acted in good faith, and to its best interests.

SUBROGATION: Each party hereto releases the other party from all liability, whether for negligence or otherwise, in connection with loss covered by any insurance policy which the releaser carries with respect to the premises inspected, or any interest therein. There shall be no subrogation by any party to the rights of the Client against Company.

SEVERABILITY: Client and Company 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.

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 14 days of discovery of said condition, but no later than 9 months after the date of the inspection. 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.

COST ESTIMATES: If estimated repair costs are provided with the home inspection report, they are provided at no additional cost and as a courtesy to Client, and are not a required component of this home inspection. Repair estimates do not take into account concealed deficient conditions and the costs associated with their correction, and are provided without the benefit of a written scope of work. Client(s) are advised that repair estimates may not be accurate and Client(s) assume all risks associated with inaccurate estimates. For accurate repair estimates, obtain written quotes from qualified licensed specialists prior to the end of your contingency period. Client holds Company harmless for inaccurate repair estimates.

COMPANY RELATIONS / THIRD PARTY PROVIDERS: Company may have an affiliation with third-party service providers ("TPSP") in order to offer value added services to its Clients. The Company may also arrange for these TPSP's to send literature or make post-inspection contact with the Company's clients.

Check this box if you do not want to be contacted by Brinks Home Security regarding a home security system offer.

Check this box if you do not want to be included in the HOME INSPEX email newsletter.

CANCELLATION POLICY: Client agrees to pay a \$75 cancellation fee if a scheduled inspection is unable to be performed, or is rescheduled, for reasons outside of Company control, within 24 hours of the initially scheduled home inspection, as notified by phone call to (804) 744-4663. Client agrees to leave a message on the phone voice mail if no person answers the phone call.

PAYMENT: Payment is due in full at the time of the inspection. The inspection report will not be distributed to Client or any other party until payment has been received in full. Client(s) agree to pay \$35 for returned checks, per occurrence.

Client is responsibility to ensure property has been prepared and ready for the home inspection prior to the home inspection, including but not limited to: all utilities being turned on and usable (electricity, water and fuel sources if applicable), furnishings and personal belongings which may limit access to systems/components, all pilot lights lit, and all shut off valves and electric panel breakers are in the "on" position. The inspector will not turn on any valves or electric breakers that are found in the off position. The inspector will take great care to not disturb or damage any personal property during the inspection. The inspector is not required to move any item to provide access to an area desired to be evaluated.

Client(s) agree(s) to give Company up to 1 week to deliver the initial inspection report, and up to two weeks to make revisions or amendments to the initial inspection report.

ADDITIONAL INSPECTIONS AVAILABLE: Mold and radon inspections are disclaimed above and therefore not included in the inspection, but may be available for an additional fee. Company recommends that Client(s) obtain inspections for mold and radon. If Client wants mold and/or radon evaluated at this property, Client must hire (at Clients additional expense) company to arrange and perform these inspections. Infrared Thermography may also be available for an additional fee. Client agrees to hire Company (or other qualified entity) if Client wishes to obtain inspections for mold, radon and/or Infrared Thermography.

LIMITATION ON LIABILITY

COMPANY'S/INSPECTOR'S LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. THE LIABILITY OF COMPANY'S/INSPECTOR'S PRINCIPALS, AGENTS AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANY KIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION. HOME INSPEX, LLC DOES NOT CARRY ERRORS AND OMISSIONS INSURANCE.

HOME INSPECTION subtotal: (Cash/Check discount):\$ _____ ; (Credit):\$ _____

OTHER SERVICE(S) FEE: \$ _____, description(s) of other service(s):

TOTAL FEE FOR INSPECTION(S): \$ _____

Payment Method: Cash: _____ Check: _____ Other: _____
Credit Card (Visa,MC,Discover): _____, CC #: _____
Exp Date: _____, Name on card: _____

By signing below Client(s) acknowledge that Client(s) have read and understand all 3 pages of this contract, agree to the scope of the inspection and to all the terms and conditions of this contract. Client understands that he/she is not required to hire HOME INSPEX, LLC, and is doing so by choice. You also agree to pay the total fee listed above by the end of this inspection.

Client (Sign): _____ Dated: _____

Client (Sign): _____ Dated: _____

Inspector (Sign): _____ Dated: _____

Client Name (Print) : _____

Client's Present Address: _____

Client Phone (cell, home, work): _____

Client Email: _____

Write the name(s) of those whom you authorize the inspector to have correspondence with regarding the results from this inspection: _____