

INSPECTION AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT
PLEASE READ CAREFULLY

Client _____ Report Number: _____

Address _____

Inspection Fee: _____

1. Client requests a limited visual inspection of the structure and home systems identified at the above address by Justin Hall of *Hall Engineering, Ltd.*, thereafter collectively referred as the "Company" and Client hereby represents and warrants that all approvals necessary have been secured for Company's entrance on to the property.
2. Client warrants: (a) they have read the following Agreement carefully, (b) they understand they are bound by all the terms of this contract, and (c) they will read the entire inspection report when received and promptly call Company with any questions they may have.
3. Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. Client agrees that they will not transfer or disclose any part of the inspection report to any other person with these exceptions ONLY: (a) one copy may be provided to the current seller(s) of the property but only upon the express condition that the seller(s) covenant to use the inspection report only in connection with Client's transaction, and agree not to transfer or disclose the report to any persons other than their real estate agent, and (b) one copy may be provided to the real estate agent representing Client and/or a bank or other lender for use in Client's transaction only. Client agrees to indemnify, defend and hold harmless Company from any third party claims relating to this inspection or inspection report.
4. Company agrees to perform a limited visual inspection of the structure and home systems at the above address and to provide Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies as they exist at the time of inspection.
5. The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or any other things, or those areas/items which have been excluded by the standards and/or by agreement of the parties 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 at the time of the inspection or exist in any area excluded from inspection by the terms of this agreement. Maintenance and other items may be discussed but will NOT form a part of the inspection report. The following (but not limited to) areas/items, systems and components are among those NOT included in the inspection.

- Code or zoning violations
- Systems or component installation
- Permit research
- Structural (unless stated otherwise), geological, soil, wave action or hydrological stability, survey, engineering (unless stated in the report), analysis or testing
- Termites or other wood destroying insects, rodents or other pests, dry-rot or fungus
- Latent or concealed defects
- Asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites or other environmental or health hazards
- Private water or sewage systems
- Pools, spas, hot tubs, saunas, steam baths, fountains or other types of or related s systems and components
- Repair cost estimates (unless specifically asked for)
- Building value appraisal
- Radio controlled devices
- Automatic gates
- Elevators, lifts, dumbwaiters
- Thermostatic or time clock controls
- Water softener or purifiers
- Radiant heat systems
- Furnace heat exchanger
- Solar heating systems
- Gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks.
- Odors or noise
- Seismic safety
- Freestanding appliances
- Security or fire safety systems
- Personal property

- Any adverse condition that may affect the desirability of the property
- Proximity to railroad tracks or airplane routes
- Boundaries, easements or rights of way
- Unique/technically complex systems or components
- System or component life expectancy
- Adequacy or efficiency of any system or component
- Prior methamphetamine use, evidence, and/or manufacturing within the building.
- Items specifically noted as excluded in the inspection report
- Fuel dispensing systems

6. Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law.

7. The written report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure and home systems. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the assurance of the written report. Client further understands and agrees Company reserves the right to modify the inspection report for a period of time that shall not exceed forty eight (48) hours after the inspection report has first been delivered to Client.

8. Client understands and agrees that any claim arising out of or related to any act or omission of Company in connection with the inspection of the structure, as limited herein, shall be made in writing and reported to Company within ten (10) business days of discovery. Client further agrees to allow Company to re-inspect the claimed discrepancy. Client understands and agrees that any failure to notify Company as stated above shall constitute a waiver of any and all claims Client may have against Company.

9. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be final and binding and judgement on the Award may be entered in any Court of competent jurisdiction.

10. UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY

It is understood and agreed that the Company is not an insurer and that the inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance, or condition of any structure, item, or system at the property address. The customer hereby releases and exempts the Company and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect of deficiency and for any consequential damage, property damage, or personal injury of any nature. In the event that the Company and/or its agents or employees are found liable due to breach of contract, breach of warranty, negligent misrepresentation, negligent hiring or any other theory of liability, then the liability of the Company and its agents and employees shall be limited to a sum equal to the amount of the fee paid by the Customer to the Company for the inspection and report.

Fee for selected inspection \$ on the report Client's Initials via web

Client understands inspection does not include any form of destructive examination or dismantling.

11. Any legal action or proceeding of any kind, including those sounding in tort or contract, against Company, or its officers, agents or employees, must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred. Time is expressly of the essence herein. Client's Initials via web

12. Client understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by Client shall and payment therefore will constitute acceptance of the terms and conditions of this Agreement.

13. If any portion of this Agreement is found to invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between parties.

14. This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties. This Agreement shall be binding upon and insure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

15. Client understands that payments in the form of check which are returned to *Hall Engineering, Ltd.* for any reason will incur an additional \$25 processing fee. Late payments are charged 3%/mo service fee after first month. Unpaid balances will be charged the appropriate fees required to retain the funds.

I have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed above.

Dated _____ Signature of Client agreed upon via website
(One signature binds all)

Dated _____ For the Company Justin W. Hall, PE