

AccuSpect

The One Word in Home Inspections

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CONTRACT AGREEMENT

ACCURATE HOME INSPECTIONS/ACCUSPECT agrees to conduct an inspection for the purpose of informing our client of major deficiencies in the condition of the above stated property. The inspection will be done in accordance with the National Association of Home inspectors Standards of practice and code of ethics. The inspection and report are performed and prepared for the sole, confidential, and exclusive use of our client. The written report will include the following:

- " Basic structural condition, framing and foundation
- " General exterior, including roof, siding, gutters, chimneys, drainage, and grading
- " General interior, including walls, ceilings, floors, windows, insulation, and ventilation
- " Electrical, plumbing, hot water heater
- " Heating and air conditioning
- " Kitchen and appliances*
- " Quality, condition, and life expectancy of major systems

ACCURATE HOME INSPECTIONS/ACCUSPECT will inspect the house, and one attached or detached garage. Other buildings or structures may be evaluated at this time, but additional fees may apply. Clients are encouraged to attend the inspection, but do so at their own risk. 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 conditions existing at the time of inspection only. Latent and concealed defects and deficiencies are excluded from the inspection; equipment, items and systems will not be dismantled. Certain Items such as furnace heat exchangers cannot be inspected, as the furnace must be partly dismantled first. Security systems, swimming pools and equipment, spas, sprinkler systems, private sewage disposal systems and private well water supplies are also excluded from our inspection. It is understood that items noted as being at, near, or past the end of their anticipated service life may fail at any time after the inspection. Maintenance and other items may be discussed, but they are not part of the inspection. For other limitations and exclusions, Please refer to the N.A.H.I. standard of practice. *Appliances are inspected as a courtesy, and are rated on a functional, non-functional basis only. If any questions remain about this property or your inspection, they must be discussed at the close of the inspection so you can make a properly informed decision about the purchase of this property. If we advise you to obtain expert opinions on the specific items, or recommend servicing or further evaluation by qualified technicians or tradesmen, it is the client's responsibility to do so. This is brought to your attention when conditions that may be beyond the scope of a normal home inspection are noted. The timing of additional evaluations or inspections is up to the discretion of our clients.

Initials_____

The inspections and report do not address, and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to lead paint, asbestos, urea formaldehyde, electromagnetic fields, toxic or flammable chemicals, water and airborne hazards, and above ground and buried fuel storage tanks. This inspection does not address wood boring insects or possible present or future infestation of this house by animals or other pests (and damage caused by them). Also excluded from evaluation are any items not specifically mentioned in the report. Testing can be arranged for environmental hazards; additional fees apply to any environmental testing done on your behalf.

Initials_____

Radon (a radioactive gas and proven carcinogen) can be present in any home. Monitoring can be performed to determine the radon level in this structure. The charge for this monitoring is \$

Radon monitoring requested _____

Radon monitoring declined _____

ACCURATE HOME INSPECTIONS/ACCUSPECT assumes no third party liability or responsibility; this report is for the sole use of our clients. Clients further agree to hold ACCURATE HOME INSPECTIONS/ACCUSPECT and its associates harmless and to indemnify this company and its associates in the event of any third party action. Any complaint against this company must be presented in writing and accompanied by copies of all written documentation supporting your claim and before any repairs are made (with the exception of potentially life threatening conditions). No claim will be accepted later than one calendar year after the date of the inspection. To the extent allowed by law clients understand and agree that failure to notify and/or allow re-inspection of disputed items by ACCURATE HOME INSPECTIONS/ACCUSPECT will constitute a waiver of all claims against this company. Clients also agree that any disputes arising from this report will be submitted to, and settled by binding arbitration conducted under the rules of the Better Business Bureau. The parties both agree that a mutually acceptable arbitrator familiar with the home inspection industry will be selected. Liability from any claims against this company and its principals shall be limited to the fee paid for the inspection. The prevailing party in any dispute arising from this inspection will be awarded all attorneys', arbitrator's and other costs. The parties agree that ACCURATE HOME INSPECTIONS/ACCUSPECT assumes no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future. The inspection and report are not a guarantee, expressed or implied, of the adequacy or performance of the inspected items. If clients are not present at the inspection it is agreed that acceptance and reliance on this report shall and will constitute acceptance of all provisions of this agreement. Severability: If any legal authority determines that any portion of this contract is unenforceable, that authority shall enforce the remainder of this contract as if the unenforceable section did not exist.

Note: this agreement contains a binding arbitration clause and a limit of liability clause agreed to by both parties. If you desire attorney review of this agreement the inspection will be stopped and rescheduled until such time review is completed.

Initials: _____

ACCURATE HOME INSPECTIONS/ACCUSPECT will issue a copy of this inspection report to our clients, but we retain ownership and all rights to this report. One additional hard copy may be sent to a third party at client's request. We are also able to E-mail or fax copies of this report in most cases. The written report summarized the information given during the inspection. We are not responsible for errors, omissions, or typographical errors in the report. Please review the report when received, and contact us if you have any questions. The parties also agree the fee for the inspection is due at the completion of the inspection. After fifteen (15) days, if an invoice remains unpaid, we will add a two-percent (2%) finance charge monthly until the balance is paid. If the fee is not paid at the completion of the inspection we reserve the right to impose a twenty-dollar (\$20) billing fee.

Initials: _____

No written report will be delivered before payment is received. The fee for this inspection is \$

Client: _____ Date: _____