



INSPECTION AGREEMENT

I (Client) hereby request a limited visual inspection of the structure at the address identified 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 promptly call the Inspector with any questions I may have.

Scope of Inspection

The scope of the inspection and report is a limited visual inspection of the readily accessible general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with generally accepted standards of practice, a copy of which is available upon request or included in this report. The scope of the inspection is limited to the items listed within the report pages INDICATED AS INCLUDED on the bottom of the Key page. The report contains technical information. If you will not be present during the inspection, please call our office to arrange for a verbal consultation with the Inspector. If you choose not to consult with the Inspector, this inspection company cannot be held liable for your understanding or misunderstanding of the inspection report's contents.

Outside the Scope of Inspection

Any area which is not exposed to view is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing 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. Client acknowledges what is being contracted for is a building inspection and not an environmental evaluation. The inspection is not intended to detect, identify or disclose any health or environmental concerns regarding the building(s) and/or adjacent property, including but not limited to, the presence of asbestos, radon, lead, urea-formaldehyde, fungi, mold, mildew, animals, bio-organic growth, PCBs, or any other toxic materials or substances contained in the water, air, soils, or building materials or products.

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

Building code or zoning ordinance violations /compliance Water softener/purifier systems or solar heating systems with current code requirements. Furnace heat exchangers, freestanding appliances, security alarms,

Geological stability or soils conditions. low-voltage signal systems (such as phone and cable)

Structural stability or engineering analysis. personal property.

Termites, pests or other wood destroying organisms and Adequacy, strength or efficiency of any system or component and related damage. causes of any deficiencies

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Asbestos, mold, fungi, bio-organic growth, radon, formaldehyde, . Prediction of life expectancy of any item, Future conditions or lead, water or air quality, electromagnetic radiation or any other operating costs

Environmental hazards Building permits and identification of modifications/additions

Building value appraisal or repair cost estimates and/or methods Inside of any piping or any underground piping or components,

Condition of detached buildings. including, but not limited to, Underground Storage Tanks.

Pools or spas bodies and underground piping. . Advisability of purchase of the property.

Specific components noted as being excluded on the individual . Acoustical properties of the building or any perceived

System inspection forms. noise conditions.

Private water or private sewage systems. . Effectiveness of any system installed or methods utilized to Saunas, steam baths, and their related fixtures and equipment control or remove suspected hazardous substances.

Radio-controlled devices, automatic gates, elevators, lifts,

dumbwaiters and thermostatic or time clock controls. (Some of the above items may be included in this inspection for additional fees - check with your Inspector)

THIS IS A LEGALLY BINDING CONTRACT AND CONTAINS AN ARBITRATION CLAUSE

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 construction craft or trade. The Inspector may possess licenses or certifications in related professions such as contractor, engineer, termite or mold. Client understands the Inspector is performing this inspection as a Home Inspector per local standards and not acting in any other professional capacity including, but not limited

to, those listed above. If your Inspector recommends consulting other specialized experts, Client must do so at Client's expense, and Client is advised to do so prior to the close of transaction. Client accepts all responsibility for failure to act on Inspector's recommendations. If there are water leaks, damage, stains or musty smells reported by the Inspector and/or detected by the Client, the Inspector recommends evaluation by a mold specialist prior to completion of the transaction.

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 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 Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

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SEVERABILITY: Client and Inspector 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.

INTEGRATION: This agreement contains the entire integrated agreement of the parties hereto and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to this subject matter. No changes or modifications of this agreement are enforceable unless agreed to in writing signed by both parties.

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 ten business days of discovery. 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 reinspection 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. Any legal action must be initiated within one (1) year from the date of the inspection. Failure to initiate said action within one (1) year of the date of the inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen there from. This time period may be shorter than otherwise provided for by law.

Limitation on Liability and Liquidated Damages

THE INSPECTOR'S LIABILITY FOR ANY CLAIMS MADE BY THE CLIENT ARISING OUT OF THE SUBJECT INSPECTION REPORT AND OTHER ACTIVITIES COVERED BY THIS CONTRACT IS LIMITED TO THE AMOUNT OF THE FEE PAID FOR THE INSPECTION. THIS LIMITATION OF LIABILITY APPLIES TO ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATIONS, CONCEALMENT, VIOLATION OF A STATUTE, NEGLIGENCE PER SE AND ANY OTHER CLAIM BROUGHT BY CLIENT. THIS LIMITATION IS BINDING ON THE CLIENT, AND ANY ASSIGNEES, AGENTS, PRINCIPALS, SPOUSES, HEIRS AND OTHERS ACTING ON BEHALF OR THROUGH THE CLIENT AND IT APPLIES TO THE INSPECTOR, INSPECTOR'S AGENTS AND EMPLOYEES, AND INSPECTOR'S PRINCIPAL.

ARBITRATION:

Any dispute, controversy, interpretation or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration. The decision of the arbitrator appointed shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction.

Payment of the fee to INSPECTOR is due upon completion of the on-site inspection. 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.

HOLD HARMLESS AGREEMENT: CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reason of acts or neglects of the INSPECTOR or

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his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

The cost of the home inspection is based upon square feet of the home to be inspected. Payments must be made at the time of inspection. Heaning Home Inspections agrees to provide you with a report within three business days or sooner by providing your email address.

A copy of this report will be sent to your real estate agent representative for you unless you notify us not to send a copy.

Heaning Home Inspections MUST RECEIVE A COPY OF THIS AGREEMENT SIGNED BY THE CLIENT BEFORE THE INSPECTION CAN BEGIN (either electronically or physically). If viewing this online, click on the I agree button below if you agree to the terms and conditions spelled out in the agreement. The inspector and company agree to this agreement if it is being presented to you online with the I agree button below.

Client Name:

Customer Signature (if signing in person) _____

Inspector Signature (if signing in person) _____

John Heaning Heaning Home Inspections

Location:

Date: 3/20/2018

Limited Liability Inspection Cost:

Total Inspection Cost: \$0.00

www.HeaningHomeInspections.com