

CONTRACT AGREEMENTS AND LIMITATIONS

SPECIAL NOTE: THE FOLLOWING IS NOT INCLUDED IN THIS INSPECTION: 1. WATER OR AIR QUALITY 2. PRESENCE OF TOXIC OR CARCINOGENIC MATTER EMITTED FROM THE GROUND BUILDING MATERIALS, IN WATER OR AIR SUPPLY OR FROM THE OPERATION OF ANY EQUIPMENT 3. ITEMS THAT ARE OBSTRUCTED, INACCESSIBLE OR NOT IN PLAIN VIEW. The Client is hereby informed that structural and mechanical insurance is available for a nominal fee from insurance companies. Your real estate agent may be able to help you with obtaining structural or mechanical insurance coverage. The client understands that the Comments and Notations made on this report are subjective opinion of the inspector based on observations at the time of inspection. Therefore, the INSPECTOR desires it be clearly understood he offers NO WARRANTY concerning the future operation or condition of any item inspected - OR - that all defects of such items were observed at the time of inspection and noted on the report. THEREFORE, the INSPECTOR does not imply that he warrants or guarantees any item regardless whether they were inspected or reported.

WEATHER: Due to the nature of certain weather conditions as rain we cannot make accurate observations of the exterior of the home. We **DO NOT** walk any type of roofs in any rainy conditions. THEREFORE, we cannot inspect any roof mounted structures such as: sky lights, chimneys, etc. THEREFORE, in rainy conditions roof mounted items will not be inspected. We can return to re-inspect these items for an additional charge.
WE DO NOT WALK ON TILE ROOFS IN ANY WEATHER!

RAISED FOUNDATIONS: The structural conditions of homes with raised foundations can change in time with the home settling which can cause the foundation to drop in certain areas causing uneven floors, out of plumb doors, windows and walls. THEREFORE, we recommend retaining the services of a Structural Engineer or a Licensed Contractor to inspect the foundation for any concerns.

1. What We Do:

- A. All inspections are performed in accordance with Standards of Practice. The inspection is of conditions which are present and visible at the time of the inspection. All mechanical and electrical, systems, and appliances are operated in normal modes and operating range at the time of inspection.
- B. We shall observe, render an opinion and report which of the parts, components and systems are not functioning at the time of the inspection or are in need of repair and report on visible existing or recognized hazards.
- C. If you have any questions, we will explain what we saw about the item.

2. What We Do Not Do

A. We **do not** make guarantees, warranties, representations, or insure the future performance or condition of any item. If you want a warranty, guarantee, or insurance policy, you must obtain it from a warranty or insurance company. Please remember that almost every item in any pre-owned home is in **used condition** and has ordinary wear and tear, and all houses will change and deteriorate in the future.
WE DISCLAIM ALL OTHER WARRANTIES.

B. We **do not** inspect any item which we cannot see in a normal inspection, for example, we do not move furniture, rugs, carpet, paintings, appliances or other furnishings, personal belongings in performing an inspection. We do not uncover buried pipes or items. We cannot see items covered by wallpaper, flooring or plants. Repairs or remodeling may hide evidence of prior damage or defects. We do suggest that you ask the seller about repairs that are covered up or any previous problems because we **DO NOT** report on past conditions that appear corrected. We do not inspect for latent defects, therefore, you should obtain a copy of the sellers disclosure statement.

What We Do Not Do: Contd.

C. We do not inspect for building codes, soil analysis, adequacy of design, capacity, efficiency size, value, floor plain location, pollution, habitability, environmental hazards such as asbestos, UFFI, EMF, lead base paint etc. Please remember older homes do not meet the same standards as newer homes, even though items in both may perform the function for which they are intended.

D. We do not hold ourselves to be specialists for any particular item or engineers. We are a general real estate improvement inspection company. If we report an item is not performing its intended function, needs repair, or shows evidence of prior damage, we urge you to have that item or area examined by a specialist before purchasing the house. We do not and cannot give cost estimates to repair any item.

3. What You Must Do:

A. You agree to pay the inspector the agreed amount at the time of inspection unless other arrangements are made prior to the inspection. Failure to pay for services rendered within 30 days of the inspection will be subject to a late fee and your file may possibly be sent to all 3 credit agencies and possible court action may be taken.

B. If you have any complaints about our inspection, you must notify us in writing within seven days after you discovered any problem, and allow us to reinspect before changing the condition on the item, except in an emergency.

C. If we report an item is in need of immediate repair, or is not performing its intended function or shows past damage and you intend to purchase the property anyway, you should first have the item re-inspected by a specialist in that field (i.e. Foundation-Structural Engineer/Plumbing-Plumber etc.).

D. Any dispute, controversy or claim from or related to this contract related to this inspection shall be submitted for final and binding arbitration under the Rules and procedures of the Expedited Arbitration of Home 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.

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

F. You represent to us that (1) the inspector has not made any oral representations that are different from, or in addition to what is written in this report, and (2) you agree to each provision of this report by relying on it in any way, whether or not you sign it, by paying and using this inspection it forms part of the contract.

G. You shall not allow anyone else to use or rely on this report without prior written consent.

THIS REPORT CANNOT AND DOES NOT REPRESENT THE OPERATION OR CONDITION OF ANY ITEM AFTER THE DATE AND TIME OF THIS INSPECTION. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED ARE DISCLAIMED.

DATED: _____

CLIENT: _____ ADDRESS: _____

SIGNATURE: _____

SALDATE INSPECTION GROUP