

**ABUNDANT HOME INSPECTION SERVICES - INSPECTION AGREEMENT**  
**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT- PLEASE READ IT CAREFULLY**

1. Client requests a limited visual inspection of the residential structure identified on page two (2) of this agreement by *Abundant Home Inspection Services*, hereinafter collectively referred to 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 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.

4. **Cancellation Policy And Fees.** You agree to provide Abundant Home Inspection Services a minimum of 24 hours notice for canceled appointments. You agree to pay a cancellation fee of \$100.00 for all no-show appointments or cancellations not made within the agreed 24 hour time frame. For inspection made within 24 hour time frame notice should be given by 6 AM the day of inspection.

5. **Scope Of The Inspection:** Company agrees to perform a limited visual inspection of certain readily accessible systems and components (designated for inspection herein) using normal operating controls and opening readily openable access panels of the residential structure at the inspection address. The purpose of the inspection is 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. The inspection will be performed in a manner consistent with the Standards of Practice of the American Society of Home Inspectors (*the "ASHI Standards"*). A copy of these Standards is provided to Client.

The inspector is a generalist and is not an expert in any specific craft or trade. If the inspector recommends further action, including but not limited to consulting with a specialized expert, client must do so at client's expense or otherwise assume all risks associated with failure to do so. This inspection is not technically exhaustive. The fee charged for this inspection is substantially lower than that of a technically exhaustive inspection.

6. **Exclusions:** The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any area which is not exposed to view, requires moving personal property, is concealed, is inaccessible because of obstructions including, but not limited to, soil, vegetation, water, ice, snow, walls, floors, carpets, ceilings, suspended ceiling tiles, insulation, furnishing or any other things, or those areas/items which have been excluded by the ASHI Standards and/or by agreement of the parties is not included in this inspection. If roof is too high, too steep, wet or is composed of materials which can be damaged if walked upon, the roof is not mounted. The inspection does not include any destructive testing, dismantling or any action that will, in the opinion of the inspector, likely involve risk to persons or property. We are not required to move or disturb such items in order to diminish or eliminate the obstruction.

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 areas/items, systems, components and appliances are among (but not limited to) those NOT included in the inspection: Code or zoning violations, Systems or component installation, Permit research, Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing, Termites or other wood destroying insects, rodents or other pests, dry-rot/decay or fungus including mold and mildew, Breached vacuum seals in insulated glass, 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 systems and components, Repair cost estimates, 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 or items not permanently installed, Security or fire safety systems, Personal property, Decorative items, 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 or remaining life, Adequacy or efficiency of any system or component, Items specifically noted as excluded in the inspection report.

We are not required to operate any system or component that is shut down or otherwise inoperable, light pilots, determine the presence of hazardous substances, enter hazardous areas, or perform engineering, architectural, plumbing, or any other job function requiring an occupational license or certification. We are not required to inspect fences, outbuildings (other than garage or carport), sprinkler systems, window-unit air conditioning systems, heating or cooling systems when weather conditions or other circumstances may cause equipment damage. We are not required to inspect cosmetic items such as paint, wallpaper, carpet, or other finishes on walls, ceilings or floors, and any type of window treatment (such as blinds or draperies). Water/moisture leaks, seepage and drainage problems are often only visible during or after a certain amount of rain. It is thus impossible to observe water/moisture, leaks, seepage and drainage problems unless the inspection is conducted during or immediately after a rain sufficient to reveal such problems.

7. Client understands that the inspection and inspection report do not constitute a guarantee, warranty or certification of merchantability, adequacy or performance of structures, systems, or their component parts, or fitness for a particular purpose, expressed or implied, or an insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law.

8. The premises and/or systems may be in serviceable condition at the time of inspected, however conditions may change afterward. As part of the inspection agreement the client agrees to perform a final walk through examination of the property 48-72 hours prior to closing to insure all systems and components originally inspected are still functional. The client further agrees to return the final walk through checklist to our office within 15 days, then the Company shall have no further liability or responsibility to the client whatsoever arising from the inspection report or inspection agreement, even in the event of breach of contract or gross negligence of Company.

9. The written report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure. 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 also agrees to read the report within 24 hours of delivery of the report. Client further understands and agrees Company reserves the right to modify the inspection report for a period of time that shall not exceed two (2) normal business days after the inspection report has first been delivered to Client.

10. **Notice of Claims:** Client understands and agrees that any claim or complaint arising out of or related to any alleged act or omission of Company in connection with the inspection of the residential 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 a reasonable period of time to investigate the claim or complaint by, among other things, re-inspection the property as frequently as we desire before client or anyone acting on client's behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claimed discrepancy. Client agrees to obtain at least 3 detailed and written estimates of any and all remedial repairs or replacements and the cost of repairs involved. "To

the extent allowed by law" Client understands and agrees that any failure to notify company and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims Client may have against Company.

11. **Arbitration:** 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 Home Inspection Disputes of Construction Arbitration Services, Inc. (214) 638-2700. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any Court having Competent jurisdiction. At least one arbitrator must be familiar with the home inspection profession. In any arbitration or legal action in which we "the company" are found to be without fault, the client(s) agree to reimburse company for any fees, including attorney's fees incurred in our "the company's" defense of the proceeding.

12. Due to the nature of the services we are providing, it is difficult to foresee or determine, at the time of this Agreement, potential damages in the event of negligence or breach of this Agreement by us. Thus if we fail to perform the services provided herein or are careless or negligent in the performance of the services and/or preparing the report, it is understood and agreed by and between the parties hereto that Company's and its officers', agents' or employees' **LIMITATION OF LIABILITY** for errors or omissions in the inspection report and/or any and all claims related to is limited and fixed to a refund of the fee paid for the inspection and inspection report (unless contrary to law) and you release us from any and all additional liability. There will be no recovery for consequential damages. The fee for this inspection is \$\_\_\_\_\_

13. **Limitation Period:** Any legal action or proceeding of any kind, including those sounding in tort or contract, including (but not limited to) the arbitration proceeding more specifically described above, 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 a full and complete waiver of any rights and forever barred.

14. **Severability and Entire Agreement:** If any portion of this Agreement is found to invalid or unenforceable by any court or arbitrator the remaining terms shall remain in full force and effect between parties. This Agreement (in its entirety) and any attached, executed addenda, represent 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. **Confidentiality:** Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive benefit and use. The report or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to ) the seller or the real estate agent(s) involved in the real estate transaction ("third party"). 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 real estate agent representing Client and/or a bank or other lender for use in Client's transaction only. If you directly or indirectly allow or cause the report or any portion thereof to be disclosed or distributed to ay third party, Client agrees to indemnify, defend and hold harmless Company from any third party claims or actions relating to this inspection or inspection report brought by the third party. By initialing here (\_\_\_\_\_), you authorize Company to distribute copies of the report to the real estate agents or attorneys directly involved in this transaction, which are not, intended beneficiaries of the report.

**Requested Service**

General Home Inspection	Fee: _____
Radon Gas Test	Fee: _____
Carbon Monoxide Test	Fee: _____
Wood Destroying Insects	Fee: _____
Water Analysis	Fee: _____
Lead	Fee: _____
<b>Total Fee:</b>	_____

I have read, understand and agree to all the terms and conditions of this agreement, including (but not limited to) the limitation of liability, arbitration clause and limitation period and agree to pay the total fee listed.

Client: \_\_\_\_\_

Site Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Client(s) Date

\_\_\_\_\_  
Signature of Client(s) Date



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Simone C. Cartwright, ASHI# 246844