

## 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 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. 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 are 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 The ASHI Standards and/or by agreement of the parties is not included in this inspection. 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 and components 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 s 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 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.

8. 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 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.

9. **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 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. "To

