



ORDER REQUEST & AGREEMENT

CLIENT: _____

PROPERTY INSPECTED: _____

SCOPE OF INSPECTION:

The scope of the inspections and reports are a limited visual inspection of the 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 or treatment. The inspections will be performed in compliance with generally accepted standards of practice, a copy of which is available upon request or at www.propertyinspectorllc.com for both home inspection and wood destroying organism inspection. This report may include both or only one of these inspections depending on the client's request and payment. The scope of these inspections are limited to the Items listed within the report pages and will include structure, exterior, roof, plumbing system, electrical system, heating system, air conditioning system, interior, insulation, ventilation, fireplace, woodstoves, site, attached garages, carports, and Wood Destroying Organisms (WDO's).

RISK ASSESSMENT:

I understand that visual inspections are limited to readily accessible and visible systems, clues, and red flags, and as such cannot accurately or completely assess risk, detect all flaws, predict all occurrences, or make assurances. I understand that the purpose of this inspection is to detect the major deficiencies which could significantly affect the value of this property and to reduce my risk in purchasing this property, not to eliminate risk or to transfer that risk to the inspector or inspection company.

RIGHT OF ENTRY:

I warrant that I or my agent have made all necessary arrangements with the selling party for the inspector to enter and inspect the property described in this agreement.

PARTICIPATION:

I have been encouraged to participate and accompany the inspector during the inspection and accept responsibility for incomplete information should I not participate in the inspection. However, my participation is at my risk for falls, injuries, property damage, etc. I recognize that the written report is a summary and is not a substitute for the discussion during the inspection.

RANDOMLY SAMPLED ITEMS:

Certain items are randomly sampled or checked during the standard inspection such as: window/door operation, hardware, and locking devices; insulation depth; electrical receptacles, switches, and lights; mortar, masonry, paint, and caulking integrity; cabinet mounts and functions; etc. We do not imply that an item not mentioned is satisfactory or in working order.

OUTSIDE THE SCOPE OF THE INSPECTION:

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing, 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. Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION:

- Building code or zoning ordinance violations
- Structural stability or engineering analysis
- Condition of detached buildings
- Private water or private sewage systems
- Prediction of life expectancy of any item
- Furnace heat exchangers, freestanding appliances, security alarms or personal property.
- Specific components noted as being excluded on the individual system inspection forms.
- Adequacy or efficiency of any system or component
- Inspecting or moving personal property
- Geological stability or soils condition
- Building value appraisal or cost estimates
- Pools or spas bodies and underground piping
- Saunas, steam baths, or fixtures and equipment
- Water softener / purifier systems or solar heating systems
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls
- Asbestos, radon, formaldehyde, lead, water or air quality, mold, electromagnetic radiation or any environmental hazards.
- Low Voltage Wiring
- Ceiling tiles are not lifted



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HIDDEN DAMAGE/CONDITIONS:

Air conditioning equipment is not checked during cold weather. Equipment or component ages are estimated and installations are not checked against manufacturers' recommendations. Secured, drained, or tagged equipment/faucets etc. are not checked. Typically, this visual inspection will not be able to determine items such as: wire connections in unexposed locations; unexpected or small chimney or liner cracks/breaks; leakage or seepage occurring intermittently or under unusual weather conditions; presence of pests/chemicals without obvious evidence; mechanical systems that allow discomfort during unusual or extreme weather conditions; intermittent occurrences and inner workings of mechanical devices (heat exchangers, compressors, etc.); underground pipes; etc. Things will be cited as a problem only with the presence of clear physical evidence and many problems may escape detection during the standard visual inspection. The inspection is not conducted to determine or list every minor problem or condition that may exist in the building. Cosmetic deficiencies are considered to be obvious and are not generally listed. The inspector will not check any area that poses a threat to safety. Steep, slippery, or brittle roofs are not walked; attics with insulation that prevent safe footing are not traversed; etc.

PRE-SETTLEMENT:

I accept that this inspection is no substitute for a pre-settlement walk-through, for which I am responsible, since damages may occur, mechanical items may fail, and previously unseen symptoms, clues, or red flags may appear between the time of the inspection and my acceptance of the property. I understand and accept that I waive all claims against the inspection company in the absence of diligently performing my pre-settlement walk-through, and for lack of more extensive investigation and follow-through with a specialist on any problems noted, including confirmation of cost estimates noted by the inspector.

WARRANTY/INSURANCE:

I understand and accept that this is not a warranty, guarantee, or insurance policy, expressed or implied. I will arrange a purchase of such instruments from others if I desire such.

LIMITATIONS IN THE REPORT:

I understand that there are limitations in the pre-printed pages of the inspection that are included as a part of these limitations and conditions. The general conditions included on the cover page of the report are not in force when this Agreement and Order is signed and in force. This report is further limited by applicable standards of State pest control authorities and conventions authored either by the State of Pest control associations.

STANDARD INSPECTION

I hereby request a standard visual inspection in full understanding and acceptance that the total liability of the inspector/inspection company for mistakes, errors, or omissions in this inspection shall be limited to the amount of the fee paid for the inspection.

SIGNATURE: X

____As Agent for Listed Buyer

"TECHNICALLY EXHAUSTIVE" INSPECTION

I understand and accept that if I want an inspection without a limit on liability to the amount of the fee paid, I may pay an additional fee to receive a "Technically Exhaustive" Inspection and report. This report to be delivered by the inspection company in approximately 20 working days, after retaining other specialists as needed. I request the "Technically Exhaustive Inspection" for an additional fee of **\$2500.00**. (The exact amount of the additional fee will be negotiated at the time of the inspection considering age and condition of the property and the potential liability of the inspector/inspection company.) A 50% deposit and the standard fee are required to commence this inspection.

SIGNATURE: X



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"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 or 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. The decision of the Arbitrator appointed there under shall be final and binding and judgment of the Award may be entered in any Court of competent jurisdiction." If I have any reason to believe that the inspection was done negligently, I will immediately notify the inspection company with a phone call and a written letter. If I receive any opinions or information from other sources or consultants that contradict the opinions in this report, I will notify the inspector/inspection company immediately, before any repair work is started or costs incurred. I accept that repairs or replacements accomplished without consultation with the inspection company relieve the inspector/inspection company of any and all liability.

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.

SEVERABILITY:

If any tribunal determines that any portion of this contract is unenforceable, that tribunal shall enforce the remainder of the contract as though the unenforceable portion did not exist.

ATTORNEY'S FEES:

If I make a claim against the inspector or inspection company for any alleged error, omission, or other act arising out of the performance of this inspection, and if I fail to prove such claim, I will pay all costs and attorney's fees incurred by the inspector or inspection company. In the event of any dispute arising out of the terms and conditions of this agreement, the prevailing party shall recover all arbitrator's fees, attorney's fees, legal expenses, and other associated costs, from the other party.

I have read, understand, and agree to be bound by the terms of the contract, or have renegotiated them to my satisfaction. I am aware that this is a limitation of liability and a contract between myself and the inspector/inspection company and I sign of my own free will. In the event of a refund of the inspection fee and/or report fee, such refund shall be accepted by the undersigned as a full and final settlement of all claims and causes of action, and the inspector/inspection company shall be thereupon released. With respect to any liability of the inspector or inspection company as agreed herein, I acknowledge that the inspector or inspection company assumes responsibility only for those items specifically noted in the written report. Acceptance of the report constitutes acceptance of all contractual terms herein. I agree to pay the charge specified below. I understand that 1.5% per month interest (18% APR) will be added to any unpaid balance. The following areas were not inspected, were inaccessible, or are otherwise disclaimed:

SIGNATURE(s): **X** _____

DATE: _____ As Agent for Listed Buyer

INSPECTOR: _____

Standard Inspection Fee	\$ _____
WOO Inspection Fee	\$ _____
Fuel Surcharge	\$ _____
Other	\$ _____
Total Fee	\$ _____