

Property Address \_\_\_\_\_

Client(s) \_\_\_\_\_

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Erich Faulstich (hereinafter "Inspector") and the above noted ("Client"), collectively referred to herein as "the parties."

The Parties understand and voluntarily agree as follows:

1. Inspector agrees to perform a visual inspection of the home/building and to provide Client with a written report within 10 days identifying the defects that Inspector both observed and deemed material. Inspector may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is intended to disclose to the Client important defects that could significantly affect the Client's assessment of the house.
2. Inspector is a generalist with limited knowledge across many fields and does not perform assessments of engineering, architectural, plumbing, or any other specialty. Inspector will use reasonable efforts to document visual observations and make recommendations based on knowledge, training, and experience. If a specific concern arises outside the scope of this inspection, the Client is advised to secure further evaluation by a specialist before proceeding with purchase.
3. Unless otherwise inconsistent with this Agreement or not possible, Inspector agrees to perform the inspection in accordance with the current Standards of Practice of the American Society of Home Inspectors (ASHI) posted at <http://www.homeinspector.org/standards/default.aspx>
4. Although Inspector agrees to follow ASHI's Standards of Practice, Client understands that these standards contain limitations, exceptions, and exclusions.
5. Unless requested below, Client understands that Inspector will NOT be testing for the presence of radon. Because radon is a class A carcinogen and the second leading cause of lung cancer, the EPA and Surgeon General strongly recommend that home purchasers conduct a radon test prior to purchasing a home.
6. Client understands that Inspector will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, or any other environmental hazards or violations.
7. Air conditioning systems are not tested during cold weather as they can be damaged. If a system is unable to be tested the Client should ask the owner to provide written assurance of function.
8. Client understands that it is impossible to accurately predict when any item or component in the premises may need repair or replacement. The Client understands that this is due in part to the fact that the previous owners may or may not have properly maintained the systems or components, and in part due to normal wear and tear. The Client understands that systems working at the time of the inspection may not necessarily function correctly in the future.
9. The inspection and report are for the use of Client only, who gives Inspector permission to discuss observations with their realtor. Inspector shall be the sole owner of the report and all rights to it. Inspector accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release Inspector from any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in this Agreement.
10. Inspector's inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. Client acknowledges that the liability of Inspector, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the Inspector's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the Inspector, and this liability shall be exclusive. Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building whether or not the Client has been

advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the Inspector and Client; and (iii) to enable the Inspector to perform the inspection at the stated fee.

11. In the event of a claim against Inspector, Client agrees to supply Inspector with the following: (1) written notification of adverse conditions within 72 hours of discovery; and (2) access to the premises. Failure to comply with the above conditions will release Inspector and its agents from any and all obligations or liability of any kind.
12. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the Inspector has its principal place of business. In the event that Client fails to prove any claims against Inspector in a court of law, Client agrees to pay all legal costs, expenses and fees of Inspector in defending said claims.
13. If any court declares any provision of this Agreement invalid, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of Inspector or its agents shall be binding unless reduced to writing and signed by Inspector. No change shall be enforceable against any party unless it is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees.
14. Client shall have no cause of action against Inspector after one year from the date of the inspection.
15. Payment of the fee to Inspector is due at the time 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.
16. If Client requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.
17. This contract is not transferrable or assignable.

Basic Inspection Fee \$ \_\_\_\_\_

Termite Inspection Fee \$ \_\_\_\_\_

Sewer Lateral Inspection Fee \$ \_\_\_\_\_

Total Inspection Fees Due at Physical Inspection \$ \_\_\_\_\_

CLIENT HAS READ THE TERMS OF THIS CONTRACT AND CLIENTS QUESTIONS HAVE BEEN FULLY ANSWERED AND EXPLAINED. THE CLIENT CLEARLY UNDERSTANDS AND AGREES TO ALL THE ABOVE TERMS, CONDITIONS AND LIMITATIONS EXPRESSED HEREIN.

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CLIENT(S) OR REPRESENTATIVE

INSPECTOR: \_\_\_\_\_