

AMSPECT INSPECTIONS LLC

808 Fox Chase Dr. Arnold, MO 63010

C-314-780-5250/F-636-287-1920

www.stlouisinspections.biz/www.infraredinspectionsstlouis.com

The address of the Property to be inspected is

XXX

Fee for the home inspection is **\$XXX.XX** Payable at or prior to inspection unless previous arrangements are made.

THIS AGREEMENT made this **XX** day of **XX, 2012**, by and between

AMSPECT INSPECTIONS LLC (hereinafter "INSPECTOR") and the undersigned (hereinafter "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 (**unless otherwise noted in section 1A below and initialed by client**) and to provide CLIENT with a written inspection report 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 only supplementary to the seller's disclosure.

1A) Items listed in this section are the only item(s) or components the client has requested to be inspected instead of a complete inspection.

1A)

Initials _____

2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. Although INSPECTOR agrees to follow NACHI's Standards of Practice, CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. CLIENT also understands that NACHI is not a party to this Agreement and that NACHI has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of Radon – a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in separate writing, 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, and other environmental hazards or violations.

3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected pursuant to this Agreement is a log home, log structure or similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs or similar defects that are not visible by an exterior visual inspection.

4. 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, employees, for claims for damages, costs of defense or suit, attorney's fees and expenses and payments 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 even if 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.

5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may

inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. In the event of a claim the CLIENT agrees to make no alteration, repairs or replacement of any claimed item prior to the INSPECTOR re-inspecting claimed item (except for emergency situations). Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

7. 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 adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against NACHI itself allegedly arising out of this Agreement or INSPECTOR's relationship with NACHI must be brought only in the District Court of Boulder County, Colorado.

8. If any court declares any provision of this Agreement invalid or unenforceable, 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 or modification shall be enforceable against any party unless such change or modification 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. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. Payment of the fee to INSPECTOR is due upon completion 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.

10. This Agreement is not transferable or assignable.

11. IMPORTANT: The INSPECTOR WILL NOT TURN ON UTILITIES, open gas or water valves, light pilot lights or gas appliances, activate electrical services that have been turned off, or cut locks open. The CLIENT IS SOLELY RESPONSIBLE to ensure that all utilities are turned on, that breakers are turned on, that all water and fuel valves are turned on/open, that all pilot lights are lit, that all rooms and crawl spaces are unlocked, and components such as attic, closets and panel boxes are accessible prior to the inspection. Return visits to re-inspect because utilities were off, valves were closed, pilot light not lit, or areas were locked or non-accessible will be subject to a re-inspection fee starting at \$100.00 (additional Fees may apply).

12. If the CLIENT requests a re-inspection, the re-inspection is also subject to all of the terms and conditions set forth in this agreement.

13. **Guarantee:** If the CLIENT is not satisfied with my performance at the time of inspection and I am notified prior to report delivery, I will make every effort to satisfy the CLIENT during the inspection or no report will be given and no inspection fee will be charged.

14. **BINDING ARBITRATION:** Any dispute, controversy, interpretation or claim for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability 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 on the Award may be entered in any Court of competent jurisdiction.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

CLIENT OR REPRESENTATIVE

Date