

Use of Report

The Inspection Report is not intended for use by anyone other than Client. No third party shall have any right arising from this contract or the Inspection report. In consideration of the furnishing of the inspection Report, Client agrees to indemnify and hold harmless Inspector and its employees for all costs, expenses, legal fees, awards, settlements, and judgements in any legal proceeding brought by any third party who claims that he relied on representations made in such inspection report and was damaged thereby. Client's request that the Inspector release copies of the Inspection Report shall be at the Client's risk with respect to the contents of this paragraph. Unless specifically requested not to, the Client's agent will be allowed access to the report and or information regarding the inspection of the property.

Dispute Resolution:

In the event that Client has a claim of a breach or failure of warranty, or for negligent inspection of any component or item in the inspection, Client shall provide Inspector with seven working days in which to re-inspect the component or item before Client repairs or replaces the component or item. This right of re-inspection is to protect Inspector and Client from the business practices of some contractors who base their recommendations to repair or replace components on false or misleading information. If Client fails to allow the inspector to re-inspect, Client waives any claim against Inspector with respect to the component or item.

In the event any dispute arises regarding this contract or the Inspection Report, it is agreed that all parties shall attempt, in good faith, to settle such disputes between themselves. In the event such attempts fail to resolve such disputes, 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 Expedited Arbitration of The 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 understands and agrees that in any such arbitration all of the provisions of this agreement shall apply.

Limitation of Liability

In the event of a breach or failure of the foregoing warranty, or negligent inspection by the inspector (excluding gross negligence or willful misconduct,) Client agrees that the liability of Inspector, and of its agents, employees and inspectors, for claims or damages, costs of defense and suit, attorneys' fees, and expenses and payments arising out of or in any way connected with errors or omissions in the inspections or the inspection report shall be limited to liquidated damages in an amount of twice the fees paid for the inspection by Client and Inspector acknowledge the liquidated damages are not intended as a penalty but are intended, (1) to reflect the fact that actual damages may be difficult and impractical to ascertain; (2) to allocate risk among Inspector and Client; and (3) to enable Inspector to perform the inspection at the stated fee. In the event of the tender by Inspector or a refund of any portion of the inspection fee, such refund shall be full and final settlement of all present and future claims and causes of action and Inspector shall be thereupon generally and fully released.

No action, whether in contract or tort, shall be brought against the Inspector in arbitration or a court of law six months following the date of the property inspection (IL—five years.)

If a claim is made against Inspector for any alleged error, omission, or other act arising out of the performance of this inspection, and if Client is not awarded damages in an amount greater that the highest amount offered in settlement by the Inspector, Client agrees to pay all costs, attorneys' fees, arbitrator's fees, and legal expenses incurred by Inspector and its employees, agents, inspectors, directors, shareholders, successors and assigns in the defense of the claim.

Client understands and agrees that if they are not present at the time of the Inspection and therefore do not sign this contract that this agreement will be deemed signed as if initialed where appropriate and signed by client and made a part of the Inspection Report if Client makes payment for said services. Payment for services constitutes a valid acceptance of the terms and conditions of this contract as if signed in person with initials in each and every place as if read and signed by Client. Until such time as payment is made client will have no contract with Inspector.

If any portion of this agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

Additional Service

At the Clients request a **Detailed Specialty Inspection** can be performed in addition to the Generalist Visual Inspection. The Inspector agrees to retain specialists as needed in order to prepare a comprehensive report within 21 days of the date of the receipt of this contract. Specialists may provide expertise in one or more of the following areas:

Roofing Foundation Dranage Electrical Plumbing HV-AC

The Client agrees to pay a fee equal to one-half of one percent of the total market value of the property, with a minimum of \$2,500 for a report without limitation on liability.

CLIENT UNDERSTANDS THAT THIS INSPECTION EXCLUDES DETECTION OF ALL MOLD AND WOOD DESTROYING ORGANISMS. IF TESTING/EXAMINATION ARE DESIRED CLIENT WILL CONTRACT WITH THE APPROPRIATE PROFESSIONALS.

INITIALS _____ / _____

Client Name: _____

Fees

Generalist Visual Inspection \$ _____

Or

Detailed Specialty Inspection \$ _____

Other _____ \$ _____

Total \$ _____

Inspection Address: _____

Report #: _____

Client: _____

Date: _____ Time: _____

Inspector _____