

INSPECTION AGREEMENT

The following agreement constitutes a binding contract between Peak Home Inspection Services, Inc.

(hereinafter the "Inspection Company") and the Client _____

for the inspection of the subject property located at _____

IN CONSIDERATION OF the fee being paid for this inspection, and the services rendered, the Inspection Company and Client agree that: the purpose of the inspection is to identify and disclose the visible and apparent condition of the major systems at the time and date of the inspection. The report pertains to readily accessible areas of these included systems. The guidelines established by the American Society of Home Inspectors in the ASHI® "Standards of Practice" and "Code of Ethics", are used as a basis for the inspection - and a copy is included with the report. Furniture, appliances, items in storage, etc., will not be moved for the inspection. The inspection does not address compliance with the various governmental or non-governmental codes or regulations. We do not perform water, air, soil, pest or materials analysis, including those for health or environmental consideration, (i.e. Asbestos, Radon, UFFI, Water pollutants, or Lead Contaminants). The inspection is essentially visual, and is not meant to be technically exhaustive. Latent and concealed defects and deficiencies are excluded from this inspection. The home is not specifically inspected for termite infestation. However, if any termite damage is observed, it will be noted in the report. **This report is not meant to be a warranty or guarantee, express or implied, of adequacy or performance of structures, systems, or their component parts. The premises and/or systems may be in good condition when examined, but the condition may change thereafter.**

It is understood and agreed to by both parties that the Inspection Company is not an insurer and is not insuring the property inspected against defects or the future condition of this property, its structural components, or its various plumbing, mechanical and/or electrical systems. Virtually every home will have some flaws or defects not identified in the report. We can reduce your risk in purchasing, but we can't eliminate it nor do we assume it.

If a problem should either develop in a system and/or component originally inspected or the client believes that there has been a misrepresentation of the property or its components by the Inspection Company, the Client agrees to contact us in writing immediately, and not later than ten (10) days following this discovery, to give us an opportunity to re-inspect the property as frequently as we desire before any remedial repair is made. If we request it, the client agrees to obtain at least three (3) detailed and written estimates of any remedial repairs or replacements and the costs of repairs involved. Failure to follow these conditions will void any further responsibility of the Inspection Company.

This report is for the sole benefit of the named client. Third parties that utilize the contents of this report for their own use, do so at their own risk, and assume all risks and liabilities of such action.

_____/_____ (Initial/Date) If the client or any third party makes claim that we have **either** been negligent in making the inspection and/or preparing the report, or if the client has proof that we have not fully satisfied our obligations and duties under this inspection agreement, **all parties specifically agree the claim against the Inspection Company will be limited to no more than the fee paid for its services. If the property is being sold with a third party warranty, any claim must be filed against the warranty not the Inspection Company.**

_____/_____ (Initial/Date) It has been explained to me/us that the Inspection Company is not an insurer and does not provide a home warranty or home guarantee, however, **there are Home Warranty Programs available** through third party groups at an extra cost to me/us.

_____/_____ (Initial/Date) In the event a dispute or claim should arise from the inspection or inspection report, it is agreed that this dispute or claim shall be resolved informally between the parties or by binding Arbitration before the American Arbitration Association in Cleveland, Ohio, and use a gauge of performance, under the "Standards-of-Practice" of the American Society of Home Inspectors (ASHI)®. The arbitrator shall be knowledgeable of and have a minimum of (5) five years experience in the home inspection industry and be a member in good standing of ASHI. Notice of the demand for arbitration shall be filed in writing with the Inspection Company and with the American Arbitration Association within 180 days from the date of this agreement or if not so filed in writing with the Inspection Company, it is agreed that any claims will be waived. In any arbitration or legal action in which we are found to be without fault, the client(s) agree to reimburse the Inspection Company for any attorney's fees incurred in its defense of the proceeding. In the event that any clause in this agreement is found to be invalid by a court of law this will not invalidate any other portion of the agreement.

BASE FEE \$ _____
ADDITIONAL FEE(S) \$ _____ **WELL** ____ **SEPTIC** ____ **POTABILITY** ____ **OTHER** ____
TOTAL \$ _____

Client(s) (or an authorized representative) acknowledges that both sides of this contract have been read and understood, and hereby accepts the terms and conditions within, and agree to pay the fees listed above.

Client/Authorized Representative Signature

Date

Inspection Company Representative Signature

Date