

This **INSPECTION CONTRACT** is between _____ hereafter referred to as "client(s)"

and Total Home Inspection hereafter referred to as "the company".

Building Location: _____

The company agrees to conduct an inspection of the building specified, for the purpose of alerting the client(s) to major deficiencies in the condition of the structure and systems. This inspection has been/or will be performed in accordance with the *American Society of Home Inspectors, Inc. (ASHI) Standards of Practice (Standards)* except as otherwise specifically noted in this report. A copy of the ASHI Standards is available upon request to the client(s). It is herewith agreed that the inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from the inspection. No equipment, items or systems will be dismantled except as required by the ASHI Standards.

The inspection services and/or report are not intended to be technically exhaustive, nor to imply that every component was inspected, nor to imply that every defect was discovered. It is intended to assist the client(s) in evaluating the overall condition of the building. Inspection time is limited to 2-3 hours. Any item not specifically reported on in this report is not considered to be a part of this inspection.

Maintenance of items may be discussed for specific components of the building, but they are not part of the inspection evaluation for all items reviewed. Any indication of a code violation pertains only to that item specified. The client(s) understand(s) and agree(s) that this report is not a compliance inspection or certification for past or present governmental laws, codes or regulations of any kind as these codes and regulations are constantly changing.

The inspection does not include and will not address the presence of or danger from asbestos, mold, radon gas, lead paint, lead in water, formaldehyde, pesticides, toxic or flammable chemicals, water or airborne related illness or disease, and all other similar or potentially harmful substances or conditions are excluded. No water, air, soil, or material analysis of any kind, including those for health or environmental consideration will be performed, unless any of the following test(s); radon, well, septic dye, lead, mold are specifically requested by the client signing the company's Agreement form for each test requested, and the client paying the fee set by the company with respective limitations. Also excluded are swimming pools, retractable roofs, security systems, water softeners, water purification systems, hot tubs, saunas, and all related wiring and equipment, above and underground storage tanks of any kind, sprinkler systems and the confirmed presence or absence of damage done by pests, rodents, wood borers and other insects, animals and the like. Barns, playsets, treehouses, sheds and/or other out buildings are also excluded. In the event that a specific condition or substance is identified, it is intended to raise the client's awareness about that item in particular indicating that a more comprehensive analysis is needed by a qualified expert in that specific field which is not part of this inspection or services provided hereby.

The client(s) has been urged to accompany the inspector during the inspection to take notes and to ask questions about the inspection in order to get the most value possible from the inspection process. The client(s) agrees to be an observer only, due to the risk of injury or death inherent in performing a home inspection, for which the home inspector has been trained. This report is a contract between the client(s) and the inspection company only. Client(s) agrees that the company and inspector(s) shall not be responsible for any incidental or consequential damages whatsoever.

THE INSPECTION AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTY OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM.

THE COMPANY'S LIABILITY, INCLUDING THAT OF THE INSPECTOR(S) IF HE/SHE HAS ANY, FOR ANY LOSS OR DAMAGES CLAIMED OR SUFFERED BY THE CLIENT(S) WHICH IS RELATED TO OR ARISES OUT OF THE INSPECTION OR OTHER SERVICES PROVIDED TO CLIENT(S) AT ANY TIME, IS LIMITED TO THE AMOUNT PAID FOR THE INSPECTION AND/OR OTHER SERVICES. CLIENT ALSO AGREES THAT NO ACTION TO RECOVER DAMAGES CAN BE BROUGHT MORE THAN ONE YEAR AFTER THE DATE OF THIS INSPECTION OR OTHER SERVICE, TIME BEING OF THE ESSENCE.

Only the person(s) signing this contract may rely on the inspection and report. All others are excluded.

Payment is due prior to delivery of the inspection report. Late payments are subject to a 1 1/2% per month interest fee. (18% per yr.)

The price of the inspection will be based upon the following charges which the client(s) agree(s) to:

Inspection \$ _____ + Radon \$ _____ + Travel \$ _____ + Other \$ _____ = Total \$ _____

By executing below, client(s) acknowledge(s) that they have read, understand, and agree to the contract set forth above.

Date _____ Mark Smith
Company Representative

Client(s) _____
Start Time _____ Finish Time _____ Initial _____ Fee Paid in Full Payment Due 08-08-05