



INSPECTION AGREEMENT - THIS IS A LEGALLY BINDING CONTRACT AND CONTAINS AN ARBITRATION CLAUSE
PLEASE READ IT CAREFULLY

Client:
Property Address:
Total Inspection Fee: \$

Report #: SAMPLE

SCOPE OF INSPECTION

The scope of the inspection and report is a limited visual inspection and operation of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with the American Society of Home Inspectors, Inc. (ASHI) Standards of Practice, a copy of which is available upon request (also available online at: www.ashi.org). Visit Complete Home Inspection, LLC's web site for a detailed list of items to be inspected including a "sample report" at; www.completehomeus.com.

OUTSIDE SCOPE OF INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of snow, soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The inspector will not be required to move furniture, floor coverings, storage or other items to conduct this inspection or otherwise expose concealed or inaccessible conditions. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION:

- Specific components noted as being excluded on the individual systems inspection forms;
 - Common areas of properties with owner associations with exception of siding, roofing decks & railings
 - Private water or private sewage systems; below grade septic or sewage systems
 - Radio-controlled devices, automatic gates, elevators, lifts, thermostatic or time clock controls
 - Water softener/filtration systems or solar heating systems or lawn sprinkler systems
 - Furnace heat exchangers & humidifiers
 - Freestanding or portable appliances, self-cleaning ovens
 - Security & fire alarm systems, stereo & speaker systems & central vacuum systems
 - Common personal property and furnishings
 - Telephone lines & jacks, cable or satellite lines & connections
 - EFIS Stucco systems
 - Adequacy or efficiency of any system or component
 - Prediction of life expectancy of any item
 - Building code or zoning ordinance violations, suitability of the property for any specialized use
 - Geological stability or soils condition - inspector is not a geologist or soils engineer
 - Structural stability or engineering analysis - suspect concerns will be recommended for further evaluation
 - Termites, pests or other wood destroying organisms
 - Asbestos, *Radon, formaldehyde, lead-based paint, *water or air quality, mold or any environmental hazards
 - Building value appraisal, market analysis or cost estimates
 - Condition of detached buildings other than garage
 - Pools and hot tubs and underground piping
- (*Some of the above items may be included in this inspection for additional fees)

NOTE: Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your Inspector recommends consulting other specialized experts, client must do so at client's expense. **This inspection is not technically exhaustive.** A technically exhaustive inspection would require evaluation of property by licensed contractors of all trades and engineers. The fee for this inspection is substantially less than that of a technically exhaustive inspection.

I HAVE READ AND AGREE TO THE ABOVE SCOPE OF INSPECTION

Client Signature Required: _____ **Date:** _____

USE BY OTHERS: The inspection and report are performed and prepared for the exclusive and confidential use and possession of the Client. This report is not transferable or assignable. The inspector is not responsible or liable for the use of the report by any third party for and reason.

MEDITATION/ARBITRATION: Any dispute concerning the interpretation of this agreement or resulting inspection and report, except one for the inspection fee payment, if not resolved by discussion between the parties, shall be resolved by mediation or if mediation is unsuccessful, then by arbitration conducted in accordance with the Colorado Uniform Arbitration Act. The arbitration shall entertain and rule on summary judgment motions and enforce full discovery rights as a court would under the Colorado Rules of Civil Practice. The parties understand and agree that by this section they are waiving their right of recourse to a court and also their right to a jury.

ATTORNEY FEES: The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorneys' fees and other costs.

SEVERABILITY: Client and inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions of this contract shall remain in full force and effect.

DISPUTES: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein, shall be made in writing and reported to the inspector within ten (10) business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in questions.

STATUE OF LIMITATIONS AND LIMITATION ON LIABILITY: No action may be brought against the Inspector or Company more than one (1) year after the inspection date. Inspector's liability for any mistakes or omissions in this inspection report is limited to a refund of the fee paid for the inspection and report. The liability of the Inspector's principals, agents and employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection report. This liability limitation is binding on Client and Client's spouse, heirs, principals, assigns, and anyone else who may otherwise claim through the client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees as its sole and exclusive remedy, to immediately accept a refund of the fee as full and final settlement of any and all claims which may ever arise from this inspection.

PAYMENT TERMS: Payment must be received within thirty (30) days of the inspection date. If the Client fails to make payment to Complete Home Inspection Services, LLC within 30 days of the inspection date, Complete Home Inspection Services, LLC may charge a 20% surcharge. Complete Home Inspection Services, LLC may also include any collection expenses and reasonable attorneys' fees, plus any other expenses incurred by Complete Home Inspection Services, LLC in an effort to collect the fee and surcharge owed by the Client.

RADON TESTING: The US EPA recommends ALL homes be tested for Radon gas. Please initial below whether you would like Complete Home Inspection Services, LLC to perform a short-term Radon test (48-96 hour test) on the subject property.

- YES, I request a short-term Radon test on the subject property for an additional fee of \$135.00.
- NO, I do not wish to have a short-term Radon test performed on the property and I assume all risk for failure to do so.

IMPORTANT NOTICE: We reserve the right to charge for inspections canceled without a 24 hour advance notice. I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE CONDITIONS OF THIS REPORT AND AGREE TO PAY THE FEE LISTED.

Client Signature Required: _____ Date: _____
 Client Signature Required: _____ Date: _____
 For Complete Home Inspection Services, LLC: Greg Pohlman _____ Date: _____
 (INSPECTOR)