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The World's Elite Inspectors

National Association of Certified Home Inspectors

PRE-INSPECTION AGREEMENT

THIS AGREEMENT is made between PRECISE HOME INSPECTIONS, LLC (herein referred to as the "Company") and _____ (herein referred to as "Customer") regarding a building (the "Home") to be inspected located at _____.

The Company agrees to perform an inspection of the Building for the purpose of alerting the Customer to major deficiencies in its condition. A report (the "Report") containing the inspection's findings will be prepared by the Company and provided to the Customer for its sole, exclusive and confidential use. The Company will perform its inspection in accordance with the Standards of Practice and Code of Ethics of the National Association of Certified Home Inspectors (NACHI), which are available upon request or can be downloaded from the internet at www.nachi.org. Minor or cosmetic defects will not be reported.

The inspection fee is due and payable at the time of inspection and is based on a single visit to the Building. Additional fees may be charged for subsequent visits required by the Customer or, if the inspector conducting the inspection is called upon to prepare for litigation, give testimony as a result of the inspection, or the like, such additional services are beyond the scope of this Agreement.

The inspection will be conducted only on visible and accessible areas and components of the Building and are limited to the apparent condition of the Building on the date of the Inspection. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility, and the like. Conditions may exist which remain undiscovered. The Company is not responsible for the failure to discover latent defects or for problems which occur or become evident after the inspection time. No invasive or destructive testing will be made. No equipment, systems or appliances will be dismantled. The moisture content of all walls, floors, ceilings, siding, and the like will not be tested. As to certain conditions, only random sampling will be conducted. The inspection report will not address the presence of radon gas, lead paint, asbestos, urea formaldehyde, carbon monoxide or any other toxic or potentially harmful or flammable chemicals, the well system, septic tank or other buried drainage or storage systems, the presence of rodents, termites, wood-boring insects, ants, birds or other infestation. In addition, the Company does not tacitly endorse or guarantee the integrity of any structure or component that was built or installed without a permit, and which could include latent defects, or any item that may have been subject to a manufacturer's recall. Neither this Agreement nor the Report constitutes or should be construed to be:

- (a) a compliance inspection with respect to any code, standard or regulation;
(b) a guaranty, warranty of policy of insurance;
(c) a survey, appraisal or flood plain certification;
(d) a wood-destroying organism report;
(e) an opinion regarding the condition of title, zoning or compliance with restrictive covenants;
(f) an environmental, mold, moisture or engineering analysis.

The Customer may wish to seek other advice or recommendations from appropriate professionals regarding the foregoing, conditions revealed in the Report, and areas excluded from the scope of the Inspection.

The Company assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. The Company's liability for mistakes or omissions in the conduct of this inspection and its Report is limited to the refund of the fee paid. This limitation of liability is binding upon the customer, its heirs, successors and assigns, and all other parties claiming by or through the Customer.

This is the entire agreement of the parties regarding these matters. Any modification or amendment to this Agreement must be in writing and signed by the affected party. In the event any portion of this Agreement is determined to be unenforceable, the remainder of it will continue in full force and effect.

This Agreement is binding upon and available to the heirs, successor and, to the extent permitted hereunder, the assigns of each of the parties.

Any controversy of claim between the parties arising out of or relating to the interpretation of this Agreement, the services rendered hereunder or any other matter pertaining to this Agreement will be submitted in accordance with the applicable rules of the American Arbitration Association. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the professional home inspection industry. Judgment on any award may be entered in any courts having jurisdiction and arbitration decision shall be binding on all parties. Secondary or consequential damages are specifically excluded. All claims must be presented within one year from the date of the Inspection. The Company is not liable for any claim presented more than one year after the date of the Inspection. In the event the Customer commences arbitration and is unsuccessful in it, the Customer will bear all to the Company's expenses incurred in connection therewith including but not limited to attorney's fees, expert witness fees and a reasonable fee to the employees of the Company to investigate, prepare or attend any proceeding or examination. Customer may not present or pursue any claim against the Company until (1) written notice of the defect or omission is provided to the Company and (2) the Company is provided access to and the opportunity to cure the defect.

I have been encouraged to participate in the inspection and accept responsibility for incomplete information should I not participate in the inspection. My participation shall be at my own risk for falls, injuries, property damage, etc.

I accept that this work is no substitute for a pre-settlement inspection/survey and accept responsibility since damages, mechanical failures, and symptoms, cures, etc. may appear after this work and before my legal acceptance of the property. I waive all claims against the inspector/surveyor of the company in the absence of diligently performing my pre-settlement inspection and for lack of more extensive investigation and follow through with a specialist on any problems noted including conformation of any cost approximations.

STANDARD HOME INSPECTION

The Customer requests the standard visual home inspection of the readily accessible areas of the structure. The inspection is limited to the visual observation existing at the time of the inspection. The Customer agrees and understands that the maximum liability incurred by The Inspector/The Company for errors and omissions in the Report shall be limited to the fee paid for the inspection.

Initials: _____

Fee: _____

Date: _____ Customer: _____

Inspected by: Tim Larkins, President/Owner

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