

STANDARD RESIDENTIAL INSPECTION AGREEMENT

This is intended to be a legally binding contract. Please read it carefully.

PURPOSE AND SCOPE OF THE INSPECTION: The purpose of this inspection is to provide the Client with information regarding the condition of certain systems and components of the property at the time of inspection. The property shall be inspected in accordance with the Standards of Practice (Standards) of the International Association of Certified Home Inspectors (InterNACHI), attached hereto and incorporated herein by reference in their entirety.

This inspection is a limited visual examination of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of inspection only. Latent and concealed defects and deficiencies are excluded from the inspection. Inspector will prepare and provide Client a written inspection report. The written report shall document any material defects discovered in the building's systems and components which, in the opinion of the inspector, are safety hazards, are not functioning properly, or appear to be at the ends of their service lives.

The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. This agreement shall not limit the inspector from including in the report additional items not listed in the InterNACHI Standards, nor shall it limit the exclusion of items listed in the InterNACHI Standards if inaccessible, inoperable or agreed to in writing and signed by both parties. Should the inspector exceed the requirements established by this agreement for one component or system, there will be no obligation to exceed the requirements for any other component or system.

Client agrees that what is being contracted for is a building inspection and not an environmental evaluation. The inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding this building or property, including, but not limited to: the presence of asbestos, radon, lead, urea-formaldehyde, fungi, molds, mildew, PCBs, electromagnetic fields, or other toxic, reactive, combustible, or corrosive contaminants and materials or substances in the water, air, soil, or building materials. The inspection does not include pest (insect, animal or wood-destroying organisms) evaluation. The Inspector is not liable for injury, health risks, or damage caused or contributed to by these conditions.

The inspection does not include an American Disabilities Act (ADA) standards of compliance evaluation.

The inspection and report are not technically exhaustive. The fee charged for this service is considerably less than that of a technically exhaustive inspection. Client acknowledges that the inspector is a generalist and is not a licensed engineer or expert in any specific trade or craft.

It is understood and agreed by and between the parties hereto that A1 Inspection is not an insurer and that the inspection and report are not intended to be construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address.

CLIENT'S DUTY: Client agrees to read the entire written report when it is received and promptly call the inspector with any questions regarding the inspection or the written report. The inspector may recommend further action on or examination of any of the items listed in the inspection report. Client agrees to follow inspector's recommendations at their own expense or assume all risks associated with failure to do so.

GENERAL PROVISIONS: The written report is not a substitute for any transferor's or agent's disclosure that

may be required by law, or a substitute for Client's independent duty to reasonably evaluate the property prior to the release of inspection contingencies and the close of the transaction.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, and assigns. Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this agreement is executed on behalf of Client by any third party, the person executing this Agreement expressly represents to A1 Inspection that he/she has the full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

A1 Inspection reserves unlimited distribution rights for the written inspection report and any subsequent addendums. In addition to providing Client with a written report, A1 inspection may distribute copies of the written inspection report and any subsequent addendums to real estate agents and/or other interested parties. Client allows sharing of report with buyer, buyer's agent, seller, seller's agent, repair personnel, and attorney for buyer and or seller.

CANCELLATION POLICY: You agree to provide A1 Inspection a minimum of 48 hours notice for canceled appointments. A cancellation fee may apply.

SEVERABILITY AND ENTIRE AGREEMENT: The parties agree that should an arbitrator or court determine that any provision(s) in this agreement is void, voidable, or unenforceable, the remaining portions shall remain in full force and effect. This agreement (in its entirety), and any attached, executed addenda, contains the entire agreement between the parties, and there are no other representations, warranties, or commitments, except as are specifically set forth herein. This agreement supersedes any and all representations or discussions, whether oral or written, if any, among the parties relating to the subject matter of this agreement. This agreement may be modified, altered or amended only if agreed to in writing and signed by all parties.

CLAIMS: Claims or complaints related to this inspection must be made within one year of the inspection date. **This time period is shorter than otherwise provided by law.** Client understands and agrees that any claim(s) or complaint(s) arising out of or related to any alleged act or omission of A1 Inspection in connection with our services shall be reported to us, in writing, within ten (10) business days of discovery. Client agrees to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before Client, or anyone acting on Client's behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. Client understands and agrees that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims Client may have against us related to the alleged act or omission. 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 of a mutually agreed upon Arbitrator who is familiar with the real estate profession. Forum for arbitration must be within Sonoma County, California. The decision of the Arbitrator shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction. Punitive damages are hereby specifically excluded by this contract.

LIMITATION OF LIABILITY: Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, implied fraud or misrepresentation arising out of, from or related to this contract or arising out of, from, or related to the inspection and inspection report and found in favor of the client shall not be awarded in excess of three (3) times the inspection fee paid.

Client Name: _____

Subject Property Address: _____

Inspection Fee: \$ _____

Date of Inspection _____

By executing this agreement and signing below, the above named Client acknowledges a receipt of a copy of the InterNACHI Standards of Practice and that he or she understands and has thoroughly read and approved each of the provisions of this agreement.

Signature of Client or authorized Agent

Date

Printed Name

Signature of Inspector/Owner

Oso Koenigshofer

Date