



America's Buyers Interest Inspection Services, LLC

On the web at www.BuyersInterestHomeInspection.com

5427 Johnson Drive, #151, Mission, Kansas 66205

phone: 913-766-1805

Inspection Agreement

THIS IS A LEGALLY BINDING CONTRACT - PLEASE READ IT CAREFULLY

1) INTRODUCTION

The Inspection Agreement contains the contractual terms and conditions between you, Sam Sampleton, ("the Client") and America's Buyers Interest Inspection Services, LLC and its inspectors ("the Company") for an inspection of the residential structure ("the Inspection") at 123 New Street, Newtown, KS. This Inspection Agreement contains limitations on the scope of the Inspection, remedies and liability. By signing below, the Client represents and warrants that they (a) have read this Agreement carefully, (b) understand they are bound by all the terms of this contract, (c) have secured all approvals necessary for the Company to conduct the Inspection of the residential structure; and (d) will read the entire Inspection Report when received and shall promptly call with any questions or concerns they may have regarding the Inspection or Inspection Report.

2) INSPECTION

The Company agrees to perform a limited visual Inspection of the residential structure at the above address and to provide the Client with a written opinion ("Inspection Report") as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies as they exist at the time of inspection.. The Client agrees to pay a fee for said services. The Inspection will be performed in accordance with the Standards of Practice of the American Society of Home Inspectors. A copy of said Standards is available upon request, and incorporated herein and is more fully set forth.

3) CONFIDENTIALITY

This Inspection is being performed for the exclusive use and benefit of the Client, and the Inspection, including the written Report, is confidential and not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company with these exceptions ONLY: (a) one copy may be provided to the current seller(s) of the property but only upon the express condition that the seller(s) covenant to use the Inspection Report is only in connection with Client's transaction, and the seller(s) agree not to transfer or disclose the report to any persons other than their real estate agent, and (b) one copy may be provided to the real estate agent representing the Client and/or a bank or other lender for use in the Client's transaction only. The Client agrees to indemnify, defend and hold harmless the Company from any third party claims relating to this Inspection and Inspection report.

4) LIMITATIONS, EXCEPTIONS AND EXCLUSIONS

The Inspection only includes those systems and components expressly and specifically identified in the Inspection Report. The Inspection limitations, exceptions and exclusions in the Standards of Practice are incorporated herein. In addition, any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or any other fashion is excluded from this Inspection. The Inspection does not include any destructive testing or dismantling. The Inspection is not technically exhaustive in its method of evaluation. The following systems and components, conditions and areas are among those **NOT** included in the Inspection or Inspection Report.

- Latent or concealed defects, compliance with code or zoning ordinances or permit, research of system or component installation and recalls.
- Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing.
- Termites or other wood destroying insects and/or organisms, rodents or other pests, dry rot or fungus; and damage from or relating to the preceding.
- Asbestos, radon gas, lead paint, urea formaldehyde, mold or mildew, odors or noise, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites or other environmental or health hazards.
- Private water and sewage systems, water treatment systems.
- Pools, spas, hot tubs, saunas, steam baths, fountains or other types of or related systems and components.
- Repair cost estimates and building value appraisal.
- Radio controlled devices, thermostatic or time clock controls, automatic gates, elevators, lifts, dumbwaiters.
- Gas appliances such as fire pits, barbecues, heaters and lamps and free standing appliances. Main gas shut-off valve. Furnace heat exchangers. Any gas leaks.
- Seismic safety, security or fire safety systems or security bars and/or safety equipment.
- Any adverse condition that may affect the desirability of the property including but not limited to proximity to railroad tracks or airplane routes, boundaries, easements or rights of way, adjoining properties or neighborhood.
- Unique/technically complex systems or components, system or component life expectancy and adequacy or efficiency of any system or component.
- Personal property or any items specifically noted as excluded in the Inspection Report.

Note that inspection for some of the above systems, components, conditions or areas listed above may be performed by the Company as a *separate optional* service and should not be considered part of this Inspection.

5) OTHER SERVICES

It is understood and agreed to by the parties hereto that all the provisions, limitations, exceptions and exclusions of this agreement shall apply to any optional services entered into by the parties.

6) DISCLAIMER OF WARRANTY

The Client understands that the Inspection and Inspection Report do not, in any way, constitute (1) a guarantee, (2) a warranty of merchantability or fitness for a particular purpose, (3) an express or implied warranty, or (4) an insurance policy. In addition, neither the Inspection or Inspection Report are substitutes for any real estate transfer disclosures which may be required by law. Any opinions expressed regarding adequacy, capacity, or expected life of components are general estimates based on information about similar components, and occasional wide variations are to be expected between such estimates and actual experience.

7) NOTICE AND STATUTE OF LIMITATIONS

The Client agrees that any claim, for negligence, breach of contract or otherwise, **be made in writing and reported to the Company within ten (10) business days of discovery. The Client further agrees to allow the Company the opportunity to re-inspect the claimed discrepancy**, with the exception of emergency conditions, before the Client or Client's agents, employees or independent contractors repairs, replaces, alters or modifies the claimed discrepancy. The Client understands and agrees that any failure to notify the Company as stated above shall constitute a waiver of any and all claims the Client may have against the Company. Any legal action or proceeding of any kind, including those sounding in tort or contract, against Company, or its officers, agents or employees, must be brought within one (1) year from the date of inspection, failure to bring said action within one (1) year of the date of Inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen there from. Time is expressly of the essence herein. This time period may be shorter than otherwise provided for by law.

8) BINDING ARBITRATION

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability 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 and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc.**" The decision of the Arbitrator appointed thereunder shall be final and binding and judgement on the Award may be entered in any Court of competent jurisdiction.

9) LIQUIDATED DAMAGES

It is understood and agreed to by the parties hereto that the Company is not an insurer, that the payment for the Inspection and Inspection Report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the Inspection Report as described herein, that it is impracticable and extremely difficult to fix actual damages, if any, which may result from a failure to perform such services, and in the case of failure to perform such services and a resulting loss, the Company's liability hereunder shall be limited and fixed in amount equal to the inspection fee.

10) GOVERNING LAW & SEVERABILITY

Kansas law shall govern this Agreement. If any portion of this Agreement is found to be invalid or unenforceable by any court the remaining terms shall remain in force between the parties.

11) RECEIPT OF REPORT

The Company's agreement to perform the Inspection is contingent on the Client's agreement to the provisions, terms, conditions and limitations of this Agreement. This agreement must be signed by the Client and delivered to the Company prior to or at the time of the scheduled Inspection. **If this Agreement is not signed by the Client prior to or at the scheduled time of Inspection, NO Inspection will be performed.** When this contract is accepted and signed by the Client, the inspection will be performed as scheduled and the written Inspection Report will be delivered to the Client within three (3) days. The Company will make an earnest effort to deliver the Inspection Report before noon the following day. The Client further agrees that the Company reserves the right to modify the inspection report for a period of time that shall not exceed forty eight (48) hours after the Inspection Report has first been delivered to the Client.

12) ENTIRE AGREEMENT, MODIFICATION & THIRD PARTIES

This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

Client: Sam Sampleton

Report: 0010000

Property Address: 123 New Street, Newtown, KS 54321

Inspection Date: Tuesday, August 3, 2004

Services: Home Inspection-\$225.00, Termite Inspection-\$65.00, Radon Screening-\$105.00

Total Fee: \$395.00.

I have read, understand and agree to all the terms and conditions of this contract, and agree to pay the fee above.

Date

Signature of Client (One signature binds all)

Date

Signature of Client

Date

Signature of Inspector