

PRE-INSPECTION AGREEMENT

INSPECTION COMPANY: **Master Home Inspection LLC**

ADDRESS: 44 Robin Rd, Mahwah, NJ 07675

PHONE: 201-313-6478

WEBSITE: www.masterinspectnj.com

ADDRESS PROPERTY TO BE INSPECTED: _____

CLIENT NAME AND ADDRESS: _____

PHONE: _____

E-MAIL: _____

DATE AND TIME OF INSPECTION: _____

This is a binding contract (hereinafter the "Agreement") between the Client and Inspection Company named above. Client

Authorizes Company to provide the following inspection services at the Property and agrees to pay the price stated.

(Please Note: this Agreement must be signed by Client and Inspection Company before the start of the Inspections):

The scope of this inspection is a limited, non-invasive, visual inspection of the home, in accordance with N.J.A.C. 13:40-15.16. The inspector must follow these regulations, otherwise is subject to disciplinary actions set forth by the New Jersey Home Inspection Advisory Committee. Client understands that the home inspection is not technically exhaustive and does not identify/assess concealed conditions or latent defects and as outlined in N.J.A.C. 13:40-15.19. This inspection does not warranty nor guaranty longevity and/or future operation/conditions of any of the items/systems found on the property. The subsequent report is intended to be used as a source of information regarding conditions of the inspected property as they exist on the date of inspection only, and is not intended to be used as a tool for negotiating the purchase price. Check our web site www.Masterinspectnj.com for other information regarding limitations and to review the home inspection agreement. Remember, conditions of the home/property you are buying and/or it's contents, can actually change as early as the day after your home inspection, your final walk through is your last chance to check things out. Feel free to call us if needed.

The following text describes limitations, terms and conditions:

1. Fuel storage tanks- whether underground, above ground, or installed in basements or crawl spaces, are beyond the scope of this inspection. If your perspective purchased property has a fuel storage tank, hire a contractor that specializes in this area to determine the condition of this item. Details/information of any fuel conversions should be verified/confirmed prior to closing. Many fuel conversions require relining of the interior of the chimney. Obtain a chimney sweep to determine the conditions of the interior of the chimney.

2. Wood Destroying insects- If a wood destroying insect inspection is desired, discovery of wood destroying insects is limited to readily accessible/visible areas only. Under no circumstances can the inspector dismantle/disassemble any parts, areas, components of the home/building, which includes but is not limited to; trim, wall coverings, floor coverings, siding, ceilings including suspended ceilings of any type, as well as tiled ceilings, insulation, drywall, plaster walls/ceilings, personal possessions, storage, equipment and furniture. Assessing extent of damage from wood destroying insects is beyond the scope of this inspection.

3. Radon testing- is always recommended, regardless of the date of previous testing, if any. Since Radon levels and regulations are constantly changing and fluctuating, annual testing is advised to monitor levels. If your property is located at the second floor or higher, a Radon test may not be necessary. You may wish to contact the New Jersey Department of Environmental Protection at 1-800-648-0394 (from within NJ only) or visit www.radata.com for further information regarding Radon and Radon testing. Test your home at least every year. If your inspection included Radon testing, your payment only covers one (1) Radon test and one (1) attempt for canister retrieval. All reasonable attempts will be made to retrieve the canister; however, will not exceed three (3) attempts. If the situation arises where we cannot pickup the Radon canister due to circumstances beyond our control, and the canister is deemed "overexposed", than an additional fee of \$125 will be charged for another test if another test is desired

4. Soil grading- evaluation is limited to surface grading only and does not include geological conditions and/or movement, site stability, water table, curtain drains, swales or sink holes of any kind. You may wish to contact the local municipality for information regarding the natural water table of this area. You may wish to hire a geologist or soils engineer for soil sampling/testing or for further evaluation of the property.

5. Water seepage- Discovery of water seepage/damage is based on visual observations only and does not include concealed/inaccessible areas. Determination of the extent of damage from water seepage, regardless of source, is beyond the scope of this inspection. Estimation of future water seepage/damage is beyond the scope of this inspection.

6. Settlement cracking- Settlement cracking is common in any structure, however, determination/estimation of future settlement cracking as result of any structural movement and/or failure is beyond the scope of this inspection. Structural cracking requires further evaluation by a licensed structural engineer or architect. Finished/covered/obstructed areas may hide cracking which is inaccessible for observation/evaluation.

7. Roof evaluation- Not all roofs cannot be walked on for evaluation due to safety concerns and/or shingle damage may occur if certain roofs are walked on. The inspector reserves the right to determine if conditions permit walking the roof for evaluation of the roof and/or shingles. Binoculars may be used for evaluation as substitute. Multi layered roofs are generally more expensive to replace and can hide a multitude of defects that may be unobservable at the time of inspection. Multi-layered roofs also create additional stress/weight to the rafters, beyond the original design capabilities, which can result in cracked rafters and/or roof sheathing sags. Since every square inch of the roof cannot be checked, comments regarding the roof, is based on an "overall view". Tiny cracks or holes in the roof can develop at any time during the life of the roof causing the roof to leak. Periodic observation and maintenance is required for any roof.

7a. Exterior Siding- Older cementitious tile siding, historically, contained some degree of asbestos. Only a qualified laboratory can confirm the presence or absence of asbestos. Generally, residing the house does not mean you have to remove these tiles as most contractors reside directly over the cementitious tiles. Obtain further information from your municipality regarding code compliance, requirements and permits. Older stucco siding requires regular, routine observation, maintenance and/or repair. Neglected areas can produce problematic conditions regarding water/moisture damage, mold/mildew and/or structural concerns. If your house has EIFS siding, you should obtain a specialist for evaluation.

8. Gutters & Leaders- Gutter/leader systems and/or roof drainage systems are not water tested for leakage or blockage. Determining future water damage from gutters/leaders and/or common ice damming is beyond the scope of this inspection. Clogged gutters can cause water damage to neighboring components, cleaning gutters and leaders is recommended prior to occupancy as well as periodic cleaning after you take possession of the home. Underground drainage systems, and/or concealed/inaccessible/obstructed piping is beyond the scope of this inspection.

9. Fire ratings- Determining the fire rating of any item in the home is beyond the scope of this inspection. If you have an attached garage, installing a fire rated metal entry door is advised, as well as installing a carbon monoxide detector. Verify the municipal code requirements with the local municipality.

10. Toxic substances- Determining the presence of asbestos, lead paint, urea-formaldehyde insulation and/or other hazardous materials, including the chemical composition of pressure treated lumber, is beyond the scope of this inspection. Any reference made regarding these materials is based on a visual observation only. Confirmation of these substances can only be done by a qualified laboratory. Lead paint was commonly used in homes built before 1978, obtain a qualified contractor for a lead paint inspection.

11. Windows/Doors- Determining the efficiency of windows and doors and/or heat loss analysis from single pane windows or thermo pane windows, or other openings in walls, is beyond the scope of this inspection. It is recommended that you properly seal all openings with the appropriate caulking and method. The overall ratings of windows/doors are based on the representative amount of windows and doors that were accessible to operate. Determining safety issues regarding shower/tub glass and glass skylights is beyond the scope of this inspection.

12. Water containment items Determining the waterproof ability, leakage or blockage, of shower pans, tubs or other water containment items and/or future performance is beyond the scope of this inspection. Periodic observation and/or water proofing is advised in all wet areas of the home.

13. Limited observations of walls/ceiling/floors- Wall conditions beneath wallpaper, paneling, or wall coverings of any kind cannot be determined. Conditions above suspended ceilings, tiled, tongue and groove ceilings or tin ceilings cannot be determined without some degree of disassembling; the inspector cannot disassemble any portion/section/item of the home. Conditions of floors beneath floor coverings of any kind cannot be determined. Check these areas at your final walk through.

14. Low voltage systems- Accuracy, adequacy, operation or the calibration of any appliances, thermostats and/or equipment, including any low-voltage systems, is beyond the scope of this inspection. Appliances may be checked for operation at the time of inspection as courtesy, however, there is no representation, expressed or implied, as to the future operation of those appliances tested.

15. Ancillary systems- Including, but not limited to, solar, geo-thermal or any other non-conventional heating units, battery backup systems, or backup generators are not part of this inspection. Obtain information from the current owner or the manufacturer regarding operation and maintenance of these systems. Estimation of life expectancies of any item/system is beyond the scope of this inspection

16. Heating systems- Heating systems are not dismantled to determine conditions of internal components. This procedure can only be done by a qualified technician/contractor. If pilot lights are off at the time of inspection, the inspector cannot light the pilot light and a full evaluation, of that system, cannot be completed. During the summer months, heating units cannot be fully tested due to ambient temperatures. Check this item at your final walk through or when weather permitting. Consult your attorney to include a contingency in your contract if the heating system cannot be fully tested. Electronic air cleaners, humidifiers/dehumidifiers or any ancillary system, are not part of this inspection. Installing a carbon monoxide detector and smoke detectors is advised, check with the local municipality regarding placement of detectors. **It is recommended that you get a service contract for routine maintenance on your furnace/boiler/water heater**

17. Air conditioning systems- Air conditioner pressure tests are not performed, nor is the unit dismantled to inspect internal components, only a qualified air conditioner contractor/technician can perform this type of testing. During the cold weather months, air conditioners, whether installed wall units or central air conditioning systems cannot be tested due to ambient temperatures. Check this item at your final walk through or when weather permitting. Many attic units have limited access and may not be evaluated due to unsafe conditions, excessive storage, or inadequate access. Consult your attorney to include a contingency in your contract if the air conditioning system cannot be tested. Determining adequacy of air conditioning systems is beyond the scope of this inspection. **It is recommended to get a service contract for your air condition system.**

18. Concealed piping- Concealed piping can not be evaluated for integrity, leaks, corrosion or possible root intrusions. It is recommended that all piping be cleaned out prior to usage. Obtain a qualified contractor for this task.

19. Water supply/quality- Water quality, purity, or testing for hazardous conditions, such as lead content or lead paint, is not part of this inspection. If a lead supply line is present, it is recommended that you obtain water testing. Water testing is also advised if your property has a private well and/or a septic system. If the property has a septic system, a septic open-pit inspection is advised regardless of the age of the system.

20. Product recalls/defects or similar notices- Product recalls are not addressed due to the overwhelming number of recalled products in today's market. You may wish to visit the Consumer Product Safety Commissions web site for specific information regarding the product in question. **Master Home Inspections** does not research product recalls or notices of any kind. A basic **home inspection** does not include the identification of, or research for, appliances and other items installed in the **home** that may be recalled or have a consumer safety alert issued about it. Any comments made in the report are regarding well known notices and are provided as a courtesy only. We recommend visiting the following internet site if recalls are a concern to you. www.cpsc.gov

21. Report is non-transferable- The report is non-transferable and is intended to describe conditions of the home or property, as of the day of inspection only. Conditions of and/or performance of any system/items of the home, including maintenance type issues, subsequent to the day of inspection, are not possible to determine. Some damage to the home may occur during the actual moving out/in process. Be sure to check areas prone to damage at your final walk through and be cognizant of these areas when moving in. Your final walk through is the last time to check the home before closing.

22. Not a municipal code inspection- The inspector is not a municipal code official and the subsequent report does not represent a municipal code inspection. You may wish to obtain a separate municipal code compliance inspection with the local municipality. Any planned alterations to the structure should be reviewed by an architect and completed by a qualified contractor as well as obtaining all necessary permits. Contact the local municipality for proper procedures. You may wish to obtain a separate municipal code inspection.

23. Obtain licensed/qualified contractors- Any references for repair or replacement should be completed by a qualified, competent contractor. It is your responsibility to obtain or arrange for qualified contractors to repair or replace items as needed. Home owner repairs are not recommended. Determining the adequacy of repairs, alterations or renovations of any part of the home or items in the home, is beyond the scope of this inspection. Determining extent of water damage, if any, is beyond the scope of this inspection. Some degree of dismantling is required to determine extent of water damage. Water damage can affect inaccessible items such as insulation, electrical components, piping, framing, sub-floors and wall cladding.

24. Inaccessible/concealed areas- Areas that are concealed or inaccessible cannot be evaluated. Some inaccessible areas may have problematic issues that may be unseen at the date of inspection, however, over time, may develop into more serious/obvious issues. Be cognizant of these areas, you may wish to check these areas at your final walk through, or sometime before closing. Determination of extent of water/insect damage is beyond the scope of this inspection.

25. Licensed electrician- Any electrical issues should be repaired and/or verified by a licensed electrician prior to closing. Older homes may have electrical systems that utilized aluminum branch wiring. Aluminum branch wiring is considered a safety hazard due to potential corrosion to connections/devices as published by the Consumer Product Safety Commission. Tin clad wiring resembles aluminum wiring and should be confirmed by a licensed electrician. Tin clad wiring does not hold the same concerns as solid core aluminum wiring.

26. Mold/mildew- I am not a mold specialist. I will report anything I see. Client agrees that he/she understands I am not a mold specialist and will not hold me responsible for present mold or future mold. A mold/mildew test is recommended, regardless of the presence or absence of visible growth. Mold growth can occur in concealed, inaccessible areas without the occupant's knowledge. Mold/mildew testing is beyond the scope of this inspection.

27. Contaminants, pollutants, toxic conditions- Pressure treated lumber, commonly used for exterior decks and other outdoor projects, contains arsenic and other chemicals known to deter insect infestations and retard the natural decaying process of wood products. These chemicals have been determined to be a health hazard, particularly to children. Determining, discovering or searching for contaminants, pollutants or any other toxic conditions regarding detrimental health conditions is beyond the scope of this inspection. Obtain a qualified environmental testing laboratory/personnel for this task prior to closing

28. Dispute resolution by Arbitration- Any dispute, controversy, interpretation and/or claims of any kind or nature, whatsoever, including, but not limited to, claims for 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 this inspection and inspection report shall be submitted to final and binding arbitration under the rules of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Inc. *Client* agrees that the arbitrator shall be familiar with the home inspection industry and have at least 5 years experience as a home inspector. The Arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would, as provided in civil proceedings by legal code. *Client* agrees to waive the right to a trial. Liability of the inspector is limited to the total fee paid for this report.

All costs for the arbitration will be the full and sole responsibility of the person or entity bringing the claim.

29. Severability- *Client* and Inspector agree that in the event a Court of Competent Jurisdiction determine or declare that any portion of this agreement is void, *invalid* or unenforceable, the remaining provisions and portions shall remain in full force and effect.

30. Revisit charge- Some areas and/or components may be inaccessible during the initial home inspection due to furniture, storage/clutter or other obstructions. If *Client* requests a revisit to the property, by the inspector, for any reason, a service fee of \$125 shall apply for each visit, not including services rendered or reports generated. If a written report is desired, *Client* agrees to an additional fee which will be determined depending upon the complexity of the report generated, in addition to the service fee. The inspector and/or representative of the *Company* does not work for free. Your initial home inspection fee does not include multiple visits to the property by the home inspector.

31. Statute of Limitations- The parties agree that no action may be brought to recover damages, monetary or otherwise, against the Inspector nor *Company*, its officers, agents, or employees more than three months after the date of the original inspection. **Client understands that any discrepancy/mistakes in the report will be brought to inspector attention prior to closing or any legal action to have them resolved.** Time is expressly of the essence herein. *Client* understands that this time period may be shorter than otherwise provided by law. *Client* understands that the negotiated inspection price is payable at the end of the inspection. Liability of the inspector is limited to the total fee paid for this report. *Client* also agrees to pay \$800 a day if inspector is to appear in court for any reason, for any and all legal fees, court costs or attorney fees in representing the *Company* for any legal proceedings in connection with or arising from the home/building inspection and/or inspection report.

32. Payment for inspection- The fee for this inspection is due at the time of the inspection, however, if *Client* does not attend the inspection, arrangement for payment shall be agreed upon prior to the inspection. If the *Client* has not signed this agreement, acceptance and/or possession of the written report constitutes acceptance of these terms and conditions herein.

33. Preliminary Generalist visual inspection- *Client* understands that the Inspector is a generalist, knowledgeable in many areas, but does not hold himself as an expert in any particular field, unless otherwise disclosed. A preliminary generalist inspection and report is an unbiased opinion, based upon the experience of the individual inspector. The report identifies general conditions affecting the subject property. If the inspector recommends consulting specialized contractors and/or experts for further evaluation and/or repairs, it is the *Clients* responsibility, at the *Clients* expense, to obtain further evaluations and/or repair with the contractors selected by the *Client*. If the *Client* fails to consult the specialized experts/contractors as recommended by the inspector, the inspector shall be absolved of any liability and/or costs. *Client* also agrees to read the resulting report upon receiving the report, and agrees to report any potential errors or omissions that may exist in the report that was disclosed during the inspection before the closing date on the house, to the *Company*. *Client* understands that only those deficiencies which are visible and accessible at the time of inspection will be included in the report. Some problems may not be visible/accessible during the actual home inspection, however, over time may manifest into more serious and obvious problems. The inspector is limited to visible/accessible areas at the time of the home inspection. *CLIENT* agrees to obtain cost estimates from reputable firms for the repair of MATERIAL DEFECTS and other concerns mentioned in the inspection. *CLIENT* agrees not to rely upon cost estimates provided by *COMPANY*.

34. Acceptance of agreement- This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, agents and representatives of any kind. This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all parties hereto. No oral agreement, understandings, or representations shall change, modify, or amend any part of this agreement.

35. Acknowledgement- As evidence by my signature below, *Client* has read and understood the Terms and Conditions of this agreement and this agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, agents, and representatives of any kind whatsoever. This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the parties hereto. No oral agreements, understandings, or representatives shall change, modify, or amend any part of this agreement. As evidenced by my signature below, I warrant that I have read the preceding, understand the preceding and agree to the preceding fully. I also warrant that I have reviewed the preceding at least one day after retaining an appointment with the *Company*.

36. The written inspection report- Typically, our report is ready for mailing, via standard U.S. Postal Service in 2-3 business days, however, this depends on the complexity of the report. Remember, while we make every effort to maintain an accurate, quality report, rushing the report can increase the chance of mistakes or omissions. If you need the report sooner, make sure to let us know at the time of inspection so that we can try to make adjustments to accommodate your request. Also, although "emailing" the report is possible, we cannot guarantee accuracy due to potential transmission errors via electronic transfer. The best thing to do is wait for the actual, written report. Your attorney CAN extend the deadline further if really needed, obtain further information from your attorney.

37. Photographs- Any photographs taken at the time of inspection is the exclusive property of the home inspection company and is not part of the home inspection report, although some photographs may be included in the written report to clarify certain issues. Inclusion of any photos in the written report shall be at the discretion of the inspection company only.

38. Septic system- If your property has an onsite sub surface waste disposal system, obtaining a separate, qualified septic system inspector and a septic system "open pit" inspection is advised prior to closing

Conditions/items **beyond the scope of this inspection** include but are not limited to; Municipal code compliance, regulations, violations; prior building permit research; easements; rights of way; boundaries; condition of title; liens; occupancy designation and/or usage; compliance with any manufacturer's specification/instructions. Obtaining or reviewing information from any third parties including but not limited to; sellers, occupants, contractors, consultants, attorneys, agents or home owner associations. Evaluating fire and/or fire resistive qualities/adequacies of any system/item, structure or component of the building/home. Common areas or systems, structures or components thereof including, but not limited to, home owner associations. Evaluation of any items/conditions related to animals, rodents, insects, wood destroying insects or organisms, mold/mildew damage unless previously specified in writing. Any form of engineering analysis or architectural analysis including, but not limited to, geological conditions or defects. Unique and/or technically complex systems or devices such as heat exchangers, remote controls, motion and heat sensors, alarm systems, fire detection systems, air quality systems, radio or computer controlled items, automatic timer controls, elevators, dumbwaiters, satellite systems, automatic gates, etc. Low voltage systems such as TV antennas, TV signal cables, telephone lines, intercoms, security systems, speaker wires, thermostats, etc. Private water wells, septic systems, sewage or ejector pumps, water filtration/purification systems, etc. Swimming pools, hot tubs, spas, waterfalls, ponds, fountains, saunas, steam systems, or other similar equipment and its components. Building or property measurements, any type of septic systems, value appraisal, costs estimates for corrective repairs. Electrical load measurements or calculations, testing of gas/water shut-off valves, testing for gas leaks. Latent defects or estimates of life expectancies. Detached ancillary buildings, except for parking structures or as agreed previous to the inspection for an additional cost. Gas and electric appliances may be tested for operation, however, no warranty/guarantee is provided for any system/item in the building/home. Systems, structures or components which are not permanently installed. Ghosts and/or supernatural or unexplained occurrences/events; Recreational items, advisability of purchase, noise transmission, odors or determination of the origin of odors or fumigation requirements, lawn sprinkler/irrigation system, cosmetic finishes and conditions, landscaping and foliage; heat loss analysis.

Only Services Checked are Included With Home Inspection:

Radon
 Wood Destroying Insects(Termite)

Agent mail or email: _____

Attorney mail or email: _____

Inspection Fee(s) for all services checked above: \$ _____
By signing this contract, I hereby agree to all terms and conditions.

Client's Signature: _____

Master Home Inspection, LLC - By: _____

Radon Inspection Agreement

The address of the property is:

Fee for the Radon inspection is \$_____. INSPECTOR acknowledges receiving a deposit of \$_____ from CLIENT.

THIS AGREEMENT made this _____ day of _____, 200__, by and between

_____ (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR agrees to perform a radon inspection of the home/building to measure the radon level in the air by the use of an approved short-term charcoal collection device, will require a minimum of 48 hours but may take longer. INSPECTOR shall deliver the testing device to a recognized laboratory and, upon availability of these independent results, provide CLIENT with a written radon inspection report identifying the results of such analysis.

DISCLOSURE: Radon is a colorless, odorless radioactive gas that may be harmful to humans. The amount of radon in the air is measured in picocuries of radon gas per liter of air, or "pCi/L." While any radon exposure creates some risk to health, a level of 4 pCi/L or higher is generally considered dangerous by the EPA, which recommends that remedial measures be taken to reduce or eliminate radon from the home/building.

2. Under this Agreement, INSPECTOR shall only report the results of the radon analysis to CLIENT and INSPECTOR shall in no way be responsible to correct or mitigate radon in the home/building. As a courtesy, INSPECTOR may offer comments related to methods for the mitigation of radon in the home/building, but these comments will not create any obligation of INSPECTOR to develop any mitigation plan or perform the implementation of such plan. Whether or not the presence of radon in the home/building is detected, CLIENT shall be responsible to pay for the bargained-for radon inspection report. The report is only supplementary to the seller's disclosure.

3. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the radon inspection in accordance with current industry standards. CLIENT also understands that InterNACHI is not a party to this Agreement and that InterNACHI has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold in conjunction with this radon inspection.

4. The radon inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S radon inspection of the home/building and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law.

5. INSPECTOR assumes no liability for inaccurate data furnished by the outside radon testing laboratory referred to herein. CLIENT agrees to abide by certain instructions provided by INSPECTOR for the proper testing, detection and analysis of radon gas levels in the home/building, and INSPECTOR shall not be liable for any negligence or other interference in this regard by CLIENT or his invitees during the testing period. INSECTOR shall not be responsible for

the cost of developing or implementing a radon mitigation plan, and further shall not be liable for detection of deficiencies, whether patent or latent, not otherwise part of an independent home inspection contract with INSPECTOR, merely as a result of INSPECTOR'S presence at the home/building. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

6. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the radon inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this radon inspection, and for additional fee, perform additional inspections and otherwise create or implement certain radon mitigation plans or systems beyond those within the scope of the basic radon inspection. Any agreement for such additional services shall be in a separate writing or noted here:

7. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

8. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against InterNACHI itself allegedly arising out of this Agreement or INSPECTOR's relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado.

9. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

10. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the radon inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

FOR INSPECTOR

CLIENT OR REPRESENTATIVE

