



INSPECTION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY
THIS AGREEMENT SUPERCEDES ALL PREVIOUS COMMENTS

Contract Date:

Property:

Client(s):

Phone:

Current Address of Client(s):

E-mail:

Real Estate Company:

Agent:

Inspection Fee:

Date Paid:

Paid By:

Method:

Report Provided To:

1. This Agreement was made and entered into on the above Contract Date by and between the above named Client and the undersigned, hereafter referred to as "Inspector". Inspector will conduct a visual inspection of the Property only. The inspection is performed in accordance with the Standards of Practice of the American Society of Home Inspectors (ASHI). This is not a Building Code inspection, zoning compliance inspection, title examination, nor a By-law compliance inspection. The Inspector does not offer an opinion as to the advisability or inadvisability of the purchase of the property, its value or its potential use. The inspection fee is based on a single visit to the property; additional fees may be charged for any subsequent visits required by the Client. If the Inspector is called upon to prepare for litigation or give testimony as a result of the inspection, additional fees shall be charged at the Inspector's then current hourly rate for any time spent, including, but not limited to, research, consultation, additional inspection time, preparation of reports, travel, time waiting to testify, and court appearances.
2. The Client will receive a written report of Inspector's observations of the accessible features of the Property within 24 hours after the visual, on-site Inspection. Subject to the terms and conditions stated herein, the inspection includes the visual examination of the home's exterior including roof and chimney, structure, electrical, heating and cooling systems, insulation, plumbing, and interior including floors, walls, ceiling and windows; it is a reasonable effort to disclose the condition of the house based on a visual inspection. Additionally, Inspector will functionally operate major built-in appliances. Conditions beyond the scope of the inspection will not be identified. The methods, materials, or costs of corrections are excluded. No engineering services are offered.
3. The Inspection Report is based on the condition of the Property existing and apparent as of the time and date of the inspection. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility of areas of the Property, etc. A defect that was apparent on any date prior to the inspection date may not be apparent on the inspection date. Without dismantling the house or its systems, there are limitations to the inspection. Throughout any inspection, inferences are drawn which cannot be confirmed by direct observation. Clues and symptoms often do not reveal the extent or severity of problems. Therefore, the inspection and subsequent Inspection Report may help reduce the risk of purchasing the property; however, an inspection does not eliminate such risk nor does the Inspector assume such risk. While some of the less important deficiencies are addressed, an all-inclusive list of minor building flaws is not provided. Inspector is neither responsible nor liable for the non-discovery of any patent or latent defects in materials, workmanship, or other conditions of the Property, or any other problems which may occur or may become evident after the inspection time and date. Inspector

is neither an insurer nor guarantor against defects in the building and improvements, systems or components inspected. Inspector makes no warranty, express or implied, as to the fitness for use or condition of the systems or components inspected. Inspector assumes no responsibility for the cost of repairing or replacing any unreported defects or conditions, nor is Inspector responsible or liable for any future failures or repairs.

4. Unless prohibited by applicable law, Inspector is limited in liability to the fee paid for the inspection services and report in the event that Client or any third party claims that Inspector is any way liable for negligently performing the inspection or in preparing the Inspection Report, for any breach or claim for breach of this Inspection Agreement or for any other reason or claim. The Inspection Report is provided solely for the benefit of the Client and may not be relied upon by any other person. The Inspector will not review any other inspection report prior to preparing the Inspection Report provided pursuant to this Agreement unless a copy of the prior report is provided to the Inspector prior to the beginning of the inspection. The Client shall not rely on any other inspection report prepared at any time by the Inspector that is not prepared for or addressed to the Client.
5. Inspections are done in accordance with the ASHI Standards, are visual, and are not technically exhaustive. The following items are specifically excluded from the inspection: outbuildings, water softening systems, security systems, telephone and cable TV cables, timing systems, swimming pools and spas, underground or concealed pipes, sewer lines, septic systems, electrical lines and circuits, central vacuum systems, gas logs, built-in gas burning appliances, grills, stoves, space heaters, solar heating devices, humidifiers, air purifiers, motorized dampers, heat reclaimers, acoustical properties of any system or component, the presence of components involved in manufacturer's recalls, central air conditioning when outside temperature is below 65 °F or 18 °C, and any other condition, item, system or component which by nature of their location are concealed or otherwise difficult to inspect or which the Inspector cannot visually examine. Excluded is the remaining life of any system or component, the strength, adequacy, effectiveness, or efficiency of any system or component, or the causes of any condition or deficiency. Excluded is the assurance of a dry basement or crawl space; also excluded is the assurance that double or triple pane glazing seals in windows are intact. Inspector will not dismantle any component or system; full evaluation of the integrity of a heat exchanger requires dismantling of the furnace and is beyond the scope of a visual inspection.
6. Inspector will not conduct geological tests; will not inspect inaccessible or concealed areas of the Property; will not enter dangerous areas of the Property; will not inspect for environmental concerns such as hazardous substances or gasses, including but not limited to; toxins, carcinogens, noise, lead-based paint, radon gas, asbestos, formaldehyde, and contaminants in soil, water, and air; or for pests such as wood destroying organisms, insects, or potentially hazardous plants or animals; fungus including but not limited to mold and mildew unless the Inspector is qualified to do so and the Client specifically requests the service for an additional fee. The assurance of the effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances is excluded from the inspection.
7. Inspector examines a representative sample of components that are identical and numerous, such as electrical outlets, bricks, shingles, windows, etc., and does not examine every single one of these identical items, therefore, some detectable deficiencies may go unreported.
8. The inspection excludes defects such as cracking, leaking, surface discolorations, or landslides resulting from hidden defects, including but not limited to, water leaks, land subsidence, or other geological problems. The inspection also excludes merely cosmetic features, including but not limited to, paint, wall coverings, carpeting, floorings, paneling, lawn, and shrubs. The Inspector is not required to determine property boundary lines or encroachments.
9. The Inspector shall have the right to examine the subject matter and area of any claim or potential claim against the Inspector arising herefrom and the right to offer a resolution prior to Client's performance of any remedial measures (except in the event of an emergency, or to protect for personal safety, or to reduce or avoid damage to the property). The right of examination herein is a condition precedent to the commencement of any claim by the Client against the Inspector for any reason including negligence or breach of any term hereof. The Client shall not file or commence any claim against the Inspector in any jurisdiction until the Client has notified the Inspector of his complaint and made reasonable efforts to afford the Inspector an opportunity to complete such examination.
10. This Agreement and the documents referred to herein constitute the entire Agreement between the parties hereto, and supersede any and all prior representations, discussions, or agreements, whether written or

oral. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by the parties hereto. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

11. This Inspection Report does not constitute a warranty, guarantee or insurance policy of any kind. There are no warranties made against roof leaks, wet basements, or mechanical breakdowns. The report is a professional opinion based on a visual inspection of the accessible areas and features of the property as of the date and time of inspection and is not a listing of repairs to be made. The report is not an assessment nor is it an appraisal. The inspection process is a two part system: the verbal survey and the report. As such, this report is not transferable to third parties as it will not clearly convey the information herein. This report is prepared by Inspector at your request, on your behalf, and for your use and benefit only; this report and any memoranda or information provided to you pursuant to this Inspection Agreement are not to be used, in whole or in part, or released to any other person without Inspector's prior written permission. Client hereby agrees to indemnify, defend and hold harmless, Inspector and ABI Inspections, Inc. if, through the unauthorized distribution of this report, any third party brings a claim against Inspector or ABI Inspections, Inc. relating to the inspection or Inspection Report. The Inspector may disclose information about the Property to third parties in situations where there is an imminent endangerment to life or health.
12. Neither the Inspector nor ABI INCORPORATED is associated with any seller, buyer, lawyer or realtor. Inspector is a principal owner of ABI INCORPORATED and is also a Virginia licensed contractor trading as ASHDEX CONSTRUCTION, a sole proprietorship. The Inspector shall not design or perform repairs or modifications to the Property as a result of the findings of the inspection within 12 months after the date of the inspection. The Inspector shall not perform an inspection of a Property for which he has designed or performed repairs or modifications within the preceding 12 months without disclosing to the Client the specifics of the repairs or modifications he designed or performed. The Inspector shall not refer the Client to another person to make repairs or modifications to the Property unless he provides written documentation within this Agreement that clearly discloses all financial interests the Inspector has or reasonably expects to have with the person who is recommended for the repairs or modifications.
13. Schedules indicated below and attached form part of this Agreement. In the event of any conflict between a schedule and the provisions of this Agreement, the provisions of the schedule(s) will apply to the extent of the conflict.

Attached Schedules: None

By initialing here (_____), you authorize the Inspector to distribute copies of the Inspection Report to the real estate agents directly involved in this transaction, who are not designated beneficiaries of the Report, intended or otherwise.

I hereby authorize the inspection of this Property having read and understood this Agreement:

Client Signature (or Authorized Representative)

Date

Client Signature

Date

Shannon D. Lewis, Inspector
Virginia Certified Home Inspector #3380000749
Certificate expires: 9/30/2018
ABI INCORPORATED
PO Box 244
Lively, VA 22507
(804) 724-4468

Date