



7. Systems, items, and conditions which are **NOT** within the scope of the standard building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors; recreational equipment or facilities; pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating system's accessories; solar heating systems; heat exchangers; sprinkling systems; water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arrestors, private or emergency electrical supply sources, including, but not limited to: generators, windmills, photovoltaic solar collectors, or battery or electrical storage facility load controllers; trees or plants; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, Chinese drywall, and EIFS. Client understands that these systems, items, and conditions are excepted from this inspection. Any general comments about these systems, items, and conditions of the written report are informal only and DO NOT represent an inspection.

8. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees arising from such a claim. Client agrees that Inspector may advise seller or seller's representatives of safety hazards found during the inspection at the sole discretion of Inspector.

9. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

10. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State law. Furthermore, any legal action must be brought within one (1) year from the date of the inspection, or will be deemed waived and forever barred.

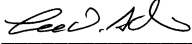
11. This inspection does not determine whether the property is insurable.

12. Disputes and Arbitration: 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 Arbitration conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. The arbitrator shall conduct judgment motions and enforce full discovery as a court would, as provided in state code civil procedure. The decision of the Arbitrator appointed shall be final and the binding judgment on the award may be entered in any court of competent jurisdiction.

13. Damages: If the inspection company or any of its employees, agents, providers, officers, members, or shareholders, are found to be liable for any claim or damage due to the alleged negligence or willful misconduct of the Inspection company performing the home inspection or in the reporting on the condition of the property in the inspection report, the maximum damage that the Client can recover from the Inspection Company shall not exceed the cost of the inspection fee paid by the Client. The Inspection Company shall not be liable to the Client for any loss of use of the property, repair, or replacement cost, consequential or punitive damages or for attorneys' fees or court costs. The Inspection Company shall not be liable to the Client for any claims, loss or damage if the Client alters, tampers with or repairs or replaces the condition which is the subject matter of the Client's claim before the Inspection Company has had an opportunity to inspect the alleged defective condition.

I / WE HAVE READ AND AGREE TO THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS FOUND ON BOTH SIDES OF THIS INSPECTION AGREEMENT INCLUDING WITHOUT LIMITATION, THE LIMITATION OF LIABILITY, ONE YEAR TIME PERIOD TO INITIATE A LEGAL ACTION AND INDEMNIFICATION SET FORTH ABOVE. I UNDERSTAND THAT I HAVE THE RIGHT TO HAVE AN ATTORNEY REVIEW THIS INSPECTION AGREEMENT BEFORE I SIGN IT. (The inspection and issuance of the report will be rescheduled accordingly.) I FURTHER UNDERSTAND THAT IF I DO NOT AGREE TO THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THIS INSPECTION AGREEMENT, I MAY CANCEL THIS INSPECTION AND HIRE ANOTHER COMPANY. NO INSPECTION WILL BE MADE AND NO REPORT WILL BE ISSUED WITHOUT A FULLY EXECUTED AGREEMENT.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Inspector Signature:  Date: \_\_\_\_\_

Client is the primary recipient of the report, agrees to release reports to Client's Real Estate Agent Yes \_\_\_ No \_\_\_

Agent present: Yes \_\_\_ No \_\_\_ Agent's Name: \_\_\_\_\_

**Electronic agreement:** Client agrees by sending this agreement electronically to FourSquare Inspection, that the client agrees to all terms and conditions of this agreement. Yes \_\_\_ No \_\_\_