

INSPECTION AGREEMENT

between: FourSquare Inspection 1670 Welsh Hills Road, Granville, OH 43023

and Client: _____

Subject Property: _____

PLEASE READ ALL PAGES CAREFULLY

This is an agreement between the Client and FourSquare Inspection ("COMPANY") identified above, to provide the following inspection services at the Subject Property.

ONLY THOSE SERVICES INVOICED and PAID FOR WILL BE PROVIDED

Services Requested:			
<u>Service</u>	<u>Price</u>	<u>Quantity</u>	<u>Sub-Total</u>
Standard Home Inspection Base Fee (up to 1500 Heated Sq. Ft)	300.00		
Per Additional 1000 Heated Sq. Ft.	50.00		
Radon test, 48 hour, continuous monitor (\$125 if done with Standard insp.)	150.00		
WDI / Termite Inspection and Report (\$75 if done with Standard insp.)	95.00		
Home Energy Score (\$100 if done with Standard insp.)	150.00		
Well Bacteria Test *	60.00		
Septic System Inspection *	110.00		
Gas Line Inspection / Warranty *	65.00		
*this service is subcontracted)			
	Total Fee		

Payment Method: _____ Status: _____

Credit Card# _____ Exp Date _____ V Code _____ Billing Zip Code _____

INSPECTION REPORT WILL NOT BE ISSUED UNTIL THIS AGREEMENT IS SIGNED & PAID IN FULL

INSPECTION REPORT DISTRIBUTION: The CLIENT controls the distribution of all inspection reports and authorizes the COMPANY to release up to two fax or Email copies of the report to the following persons or locations. Company is not responsible for the use or reliance of this inspection report by others. The Report is non-transferable.

Authorized Fax/Email #1 _____ #2: _____

1. The client agrees to pay the fees listed above.
2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the **visible, readily accessible** installed systems and components of the property existing **at the time of the inspection**. Latent and concealed defects and deficiencies are excluded from the inspection.
3. The parties agree that the "Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. If no State regulations apply, this report adheres to the **AMERICAN SOCIETY OF HOME INSPECTORS STANDARDS (ASHI)**, which is available upon request, or can be viewed at: www.homeinspector.org/files/docs/standards_updated3-4-2015.pdf.
4. The parties agree and understand that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature.
5. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
7. This Agreement, including the terms and conditions on the reverse side, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, and if the State of Ohio laws or regulations are more stringent than the forms of the agreement, the State of Ohio law or rule shall govern. Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged.

(CONTINUED ON OTHER SIDE)

8. 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.

9. 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.

10. 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.

11. 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 two (2) years from the date of the inspection, or will be deemed waived and forever barred.

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

13. 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.

14. 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.

Signature: _____ Date: _____

Signature: _____ Date: _____

Client agrees to release reports to Real Estate Agent Yes ___ No ___

Agent present: Yes ___ No ___ Agent's Name: _____

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

**FourSquare Inspection
1670 Welsh Hills Road
Granville, Ohio 43023
740-404-1898**

Indoor Radon Disclosure

The U.S. Environmental Protection Agency (EPA) and U.S. Surgeon General recommend ALL homebuyers have an indoor Radon Test conducted. Radon gas is a Class-A carcinogen, and the second leading cause of lung cancer, estimated to cause 15,000 to 22,000 deaths in the United States annually. They further recommend that even homes that have installed radon remediation systems be retested every 2 years to assure that the systems are functioning effectively.

I have fully read and understood the Radon Disclosure above and:

A) Choose to have the Company conduct an Indoor Radon Test of the home according to the EPA Protocol for the additional fee of \$150.00.

Client's Signature: _____ Date: _____

Client's Signature: _____ Date: _____

- or -

B) Against the strong recommendation of the EPA, the Company and my agent, I elect to not have the home tested for the presence of indoor radon gas, and assume all liability for any elevated radon concentrations discovered after the purchase of the home that such a test would have revealed.

Client's Signature: _____ Date: _____

Client's Signature: _____ Date: _____