

7 PHASE INSPECTION AGREEMENT

Inspection Address _____

Client _____

THIS AGREEMENT LIMITS OUR LIABILITY... PLEASE READ CAREFULLY

PURPOSE AND SCOPE

CLIENT engages **COMPANY** to conduct **CONSTRUCTION PHASE INSPECTIONS** and provide inspection reports of the **CLIENT'S** new house on the property listed above. The purpose of the inspections is to visually examine the house under construction at seven separate stages of construction. **COMPANY** will inform the **CLIENT** of visually observable defects in quality, workmanship and execution of the design and construction, subject to the **LIMITATION OF LIABILITY** contained herein. This inspection does not review the design features, detailing, dimensions or building layout. Services do not include construction management or supervision of the work in process, supervision or management of crews and activities occurring on site, or the coordination, supervision or management of contractors, sub contractors or design professionals. The inspections and reports are performed and prepared for the **CLIENT'S** sole, confidential and exclusive use and possession. **CLIENT** agrees that **CLIENT** is bound by the terms of this Agreement.

INSPECTION PHASES

With a minimum of 48 hours notice seven site visits will be performed, approximately at the following stages of construction, subject to scheduling issues.:

1. **Footing** - Visual inspection of footing and reinforcement prior to pour.
2. **Foundation Walls** - Visual inspection of walls and reinforcement prior to pour.
3. **Slab**. Visual inspection of slab and reinforcement prior to pour.
4. **Foundation and Footing** - Visual inspection of exposed footing, foundation and drainage system prior to backfill.
5. **Framing** - Visual pre-drywall inspection of exposed rough framing and rough-in electrical, plumbing and mechanical components.
6. **Enclosed Structure** - Visual inspection of basic enclosed structure with rough finish work and basic electrical, plumbing and mechanical components/equipment installed.
7. **Final Inspection** - This inspection will consist of a standard home inspection of the completed structure when ready for occupancy.

OUTSIDE THE SCOPE OF THE INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. **CLIENT** agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection. Whether or not they are concealed, the following are outside the scope of this inspection:

- Building code or zoning ordinance violations.
- Geological stability or soils condition.
- Structural stability or engineering analysis.
- Termites, pests or other wood destroying organisms.
- Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards.
- Building value appraisal or cost estimates.
- Condition of detached buildings.
- Pools or spas bodies and underground piping.
- Private water or private sewage systems.
- Saunas, steam baths, or fixtures and equipment, radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls.
- Water softener / purifier systems or solar heating systems. Furnace heat exchangers, freestanding appliances, security alarms or personal property.
- Adequacy of efficiency of any system or component.
- Prediction of life expectancy of any item.

ARBITRATION

Any dispute concerning the interpretation of this agreement or arising from these inspections and reports, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the recognized Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

LITIGATION

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 **COMPANY** has its principal place of business. If **COMPANY** is the substantially prevailing party in any such litigation, the **CLIENT** shall pay all legal costs, expenses and attorney's fees of the **COMPANY** in defending said claims.

SEVERABILITY

CLIENT and **COMPANY** agree that should a Court of Competent Jurisdiction determine and declare that any portion of this Agreement void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES

CLIENT understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the **COMPANY** within ten business days of discovery. **CLIENT** further agrees that, with the exception of emergency conditions, **CLIENT** or **CLIENT'S** agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the **COMPANY**. **CLIENT** understands and agrees that any failure to notify the **COMPANY** as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

LIMITATION ON LIABILITY

In the event that the **COMPANY** is found to be liable to **CLIENT** for any errors or omissions related to these inspection reports or this Agreement, from any other cause or causes of action including, but not limited to, negligence, breach of contract, breach of warranty, violations of the Missouri Consumer Protection Act, or any other common law theory or statutory violation or claim alleged, then the liability of the **COMPANY** is limited to a sum equal to inspection fee paid by **CLIENT**.

By signing below, **CLIENT** acknowledges that **CLIENT** received this Agreement prior to the start of the phase inspections, that **CLIENT** has been given appropriate time to read this Agreement and that **CLIENT** has read, understands and agrees to the terms and conditions contained herein.

TOTAL COST OF SEVEN PHASE INSPECTIONS \$ _____

Note: 50% of fee is due prior to construction with remainder due upon completion and receipt of final inspection report.

COMPANY (RLM & Associates, LLC)

DATE

CLIENT

DATE