

Inspection Address:

THIS AGREEMENT LIMITS OUR LIABILITY... PLEASE READ CAREFULLY

PURPOSE - CLIENT engages COMPANY to conduct a **NON-INVASIVE LIMITED VISUAL EXAMINATION** and provide a written report. The purpose of the inspection is to inform the CLIENT of visually observable material defects of the residence and its readily accessible systems and components, subject to the **LIMITATION OF LIABILITY** contained herein. The inspection and report are for the use of CLIENT only, who gives COMPANY permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. COMPANY shall be the sole owner of the report and all rights to it. COMPANY accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release COMPANY (including employees and business entities) from any liability whatsoever. **THIS IS NOT A HOME WARRANTY, GUARANTEE, INSURANCE POLICY OR SUBSTITUTE FOR REAL ESTATE TRANSFER DISCLOSURES.**

SCOPE OF INSPECTION - The inspection will be performed in compliance with International Association of Certified Home Inspectors (InterNACHI) Standards of Practice posted at <http://www.nachi.org/sop.htm>. Although COMPANY agrees to follow InterNACHI's Standards of Practice, CLIENT understands that these standards contain limitations, exceptions, and exclusions. If CLIENT requests a reinspection, the reinspection is also subject to all the terms and conditions set forth in this agreement.

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, etc., 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 subsurface investigations · Structural stability analysis · NPMA-33 forms for termites, pests or other wood destroying organisms · Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation, Chinese drywall or any environmental hazard · EIFS Stucco Systems · Condition of detached buildings · Pools, spas or underground piping · Private water or sewage systems · Radio-controlled devices, backup generators, thermostatic or time clock controls · Water softener or purifier systems · Furnace heat exchangers, freestanding appliances, security alarms · Adequacy or efficiency of any system or component · Predicting remaining life of any item · Reporting or detecting interior decay of logs in log homes, timber retaining walls or similar structures · Reporting minor flaws or cosmetic defects obvious to the casual observer. *(Some of the above items may be included for an additional fee)*

ARBITRATION - Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the American 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. CLIENT shall have no cause of action against COMPANY after one year from the date of the inspection. 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.

PAYMENT - Payment of the fee to COMPANY is due upon completion of the on-site 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.

LIMITATION ON LIABILITY - In the event that the COMPANY is found to be liable to CLIENT for any errors or omissions related to this inspection report 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 liquidated damages in an amount equal to (2) times the inspection fee paid by CLIENT, 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 COMPANY and CLIENT; and (iii) to enable the COMPANY to perform the inspection at the stated fee. CLIENT has the option to purchase a **TECHNICALLY EXHAUSTIVE INSPECTION** without **LIMITATION OF LIABILITY** by paying an additional fee in the amount of \$2,750 or 1% of the sales price, whichever is greater. All **TECHNICALLY EXHAUSTIVE INSPECTIONS** will require a separate contract. CLIENT agrees to contact COMPANY, before signing this Agreement, if CLIENT elects to exercise the **TECHNICALLY EXHAUSTIVE INSPECTION** option.

Additional Services Requested:



 COMPANY (RLM & Associates, LLC)

 DATE

 CLIENT

 DATE

TOTAL INSPECTION FEE \$ _____

By signing above, CLIENT confirms that they have read, understood, and agreed to the above inspection agreement and CLIENT agrees to be bound by these terms and conditions. This Agreement 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.