

Barry Sigler Inspections LLC

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www.barrysigler.com

THIS CONTRACT LIMITS OUR LIABILITY

Please read carefully

This agreement is between the client named on this contract and
Barry Sigler Inspections LLC

I (Client) hereby request a limited visual inspection of the structure at the address listed below for my sole use and benefit. I warrant that I will read the entire inspection agreement carefully. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I have I agreed to pay these fees regardless whether the property closes or not, regardless if you actually buy or not. I am not responsible for utilities being turned on. Return visits require additional fees. You agree hold Barry Sigler harmless and to assume all risk for damages incurred if we operate the main water valve. **A fee of \$30.00 will be charged for each incident of returned checks.**

SCOPE OF THE INSPECTION

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report that may be in need of immediate repair. The inspection will be performed in compliance with the generally accepted ASHI Standards of Practice, a copy of which is available on request.

OUTSIDE THE SCOPE OF INSPECTION

Any area that is not exposed to view, is concealed, or is inaccessible because of soil, walls, floor, carpets, furnishings, or any other thing not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all risk for all conditions, which are concealed from view at the time of inspection.

Whether concealed or not, **THE FOLLOWING ARE OUTSIDE THE SCOPE OF THE INSPECTION:**

- Building code or zoning ordinances.
- Geological stability or soil 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 health hazards.
- Building value appraisal or cost estimates.
- Condition of detached buildings.
- Pools or spa bodies and underground piping and sprinkler systems.
- Specific components noted as being excluded on the individual system inspection forms.
- 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, humidifiers, freestanding appliances, security alarms, telephone or cable equipment, and personal property.
- Adequacy or efficiency of any system or component.
- Prediction of life expectancy of any item.

(Some of the above items may be included in this inspection for additional fees. Check with your inspector.)

This is not a home warranty, guarantee, insurance Policy or a substitute for real estate transfer disclosures, which may be required by law. Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, client must do so at client's expense.

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 a 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 have provided in civil proceedings by legal code.

CONFIDENTIAL REPORT: The inspection report to be prepared for the client is solely and exclusively for client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of the Agreement or the inspection report, Client agrees to indemnify, defend, and hold inspector harmless from any third party claims arising out of client's unauthorized distribution of the inspection report.

ATTORNEY FEES: The prevailing party in any dispute arising out of this Agreement, the Inspection, or report(s), shall be awarded all attorney's fees, arbitrator fees, and other costs.

SEVERABILITY: Client and inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is 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 discernable conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the inspector within ten (10) 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 re-inspection by the inspector. Client understands and agrees that any failure to notify the inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

The U.S. Environmental Protection Agency (EPA) and Surgeon General recommend ALL homebuyers have an indoor radon test conducted. Radon is a Class A carcinogen and the 2nd leading cause of lung cancer estimated to cause 21,000 deaths in the U.S. annually.

Against the strong recommendations of the EPA and my inspector, I have elected not to test the home for radon gas and assume all liability for elevated radon concentrations discovered after transaction closes. _____ initial

INSPECTION FEE \$ _____

RE-INSPECTION FEE \$ _____

RADON TESTING FEE \$ _____

\$25.00 HARD COPY FEE \$ _____

TOTAL INSPECTION FEE \$ _____

By signing below, you acknowledge that you have read, understand, and agree to the scope of the inspection and agree to pay the listed above.

CLIENT _____ DATE _____

CLIENT _____ DATE _____

INSPECTOR _____ DATE _____

property inspected _____