

AGREEMENT FOR INSPECTION SERVICES

This agreement for inspection services ("Agreement") is entered into between Norm Clark Property Inspections Inc. ("Company") and _____ ("Client") (buyer) for inspection services at _____.

1. Agreement and the written inspection report to be issued upon inspection are for the sole use and benefit of the Client herein named, and not Client's lender, Realtor or any other party. The inspection report is not transferable.
2. The Client agrees to protect, indemnify, defend and release the Company from liability against all third party claims or losses (including costs and reasonable attorneys fees) brought against Company, which relate to this contract, the inspection or the inspection report. This indemnification covers, without limitation: claims brought by any person or entity not a party to this Contract, claims brought by Client's insurance company, claims brought by real estate agents or brokers, claims brought by the sellers of the property, including cross claims for contribution and indemnification. It also includes claims arising under contract, warranty, negligence, gross negligence or any other theory of liability.
3. This Agreement and the written inspection report supersede and control any verbal or oral comments or discussions occurring prior to the date hereof or prior to the time of the inspection.
4. The Standards of Practice of The Society of Professional Property Inspectors and The American Society of Home Inspectors are generally followed as guidelines for the inspection, but the Company does not represent that all such guidelines will be followed. These Standards may be exceeded in specific instances; however, this does not bind the Company, or this inspector, into exceeding these Standards in every, and/or any, other instance.
5. The inspection is essentially visual. It is based upon the experience and professional subjective opinion of the inspector and is not meant to be technically exhaustive.
6. The purpose of the inspection is to ascertain the condition of the property at the time of the inspection only. It is understood that what appears to be satisfactory or operate satisfactorily on the day of the inspection may have defects that do not manifest themselves during testing and may develop defects at any time. The visual and brief operational tests that are performed during the inspection do not provide sufficient information to make any prediction or assurance of the continued satisfactory condition or operation of the property and its equipment inspected.
7. The following items are not included in the inspection unless otherwise specified: wells, septic systems, solar systems, swimming pools, spas, garden pools, sprinkler systems, footings for foundation, photo eye light systems, extension yard lights, security systems, garage opener remote controls, portable appliances, wood stoves, self-cleaning and/or time bake features on ovens, auto-program and/or sensor features on microwaves, water quality of water softeners, or any detached building or their components.
8. The inspection and report do not address and are not intended to address the possible presence of any danger from potentially harmful substances and environmental hazards, including, but not limited to, lead paint, asbestos, urea formaldehyde, mold and other associated mycotoxins, toxic or flammable chemicals.
9. The inspection and report do not address and are not intended to address the presence of rodents or other insects. The inspection and report do not address the visible presence of wood destroying insects unless those services are specifically contracted for.
10. The inspection and report provides general information regarding radon gas. It does not include specific testing for the presence and/or concentration of radon gas in the home unless those services are specifically contracted for. Those services will be provided by an EPA qualified subcontractor.
11. The inspection and report consists of a Level I chimney inspections by NFPA 211 standards unless a Level II inspection is specifically contracted for.
12. The inspection and report do not include information regarding home energy usage issues and/or use of infra-red (thermographic) images unless specifically contracted for.
13. The inspection report will contain a summary of observations regarding items that are in plain view and visible and accessible at the time of inspection. No items will be moved or disassembled by the inspector.

14. Unless otherwise specified in writing, the inspection does not include a determination regarding compliance with various governmental, non-governmental, or manufacturer's codes or regulations.

15. Any problem that develops after the inspection is not the responsibility of the Company or any of its employees or agents.

16. Any verbal or written estimation or approximation made by the Company or the inspector regarding potential repairs shall not constitute a solicitation for the repair work. It is understood and agreed that estimates are subject to availability of parts and to discovery of further problems that might be found as repair work is performed.

17. The fees for services you have requested are detailed in this area. You will be asked to decline services you do not wish to have the company perform. **An additional \$50.00 billing fee will be added to the inspection fee if the inspection fee is not paid at the time of the inspection.** The Client understands and agrees that the payment of the inspection fee is required when the inspection is done; payment is not dependent, in any way, upon completion of any real estate transaction.

18. The Client agrees to pay the inspection fee and any applicable filing fee no later than 30 days after the inspection. The Client agrees to pay all reasonable costs of collection, including attorneys' fees, if timely payment is not made.

19. The Company shall not be regarded as an insurer, nor shall the inspection or the inspection report be construed as a warranty or guarantee, express or implied, regarding the adequacy, performance, or condition of any inspected structure, item, equipment, component or system.

20. Prior to making any claim against the Company or any of the Company's employees or agents, the Client agrees to notify the Company within thirty (30) days of the Client's discovery of the problem forming the basis of said claim; the Client agrees to allow Company to examine the conditions prior to the performance of any remedial repairs. This is an **absolute condition** precedent to the Client's recovery against the Company regarding any claim. Failure to provide notice or to permit inspection prior to repair constitutes a waiver of any claim against the Company, its employees or agents.

21. *Any recovery against the Company or the Company's employees or agents shall be limited to a refund of the inspection fee. In no circumstance shall the Company or the Company's employees or agents be liable for any greater amount. Neither the Company nor the Company's employees or agents shall be liable for any consequential or incidental damages.*

22. In case any one or more provisions contained in this Agreement are held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

23. IF THE CLIENT HAS NOT SIGNED THIS AGREEMENT PRIOR TO THE INSPECTION, THE CLIENT'S RECEIPT OF THE WRITTEN INSPECTION REPORT SHALL CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Signature accepting the terms and conditions of this Agreement for Inspection Services and acknowledging a receipt of the copy thereof.

_____ Date _____

Payment for services: Cash _____ Check # _____ Credit Card _____ Card# _____ Exp. _____

Norm Clark Property Inspections Inc. by _____ (President) on _____