

Michael J. Stephens, Inspector
Virginia Certified Certificate #3380-000010 expires 7-31-09
ASHI Certified Inspector #204-208 expires 9-30-09
Maryland License # 29885 expires 9-14-09

[DATE OF INSPECTION]

Client
[CLIENT NAME:]
[Client's Address]

Reference to inspection at:
[Address]

PRE-INSPECTION AGREEMENT
(Please read carefully this is a legally binding contract)

This Agreement is an integral part of the Inspection Report, and any addenda. It contains limitations of the scope of the inspection, remedies and liability.

American Home Inspections L.L.C., hereinafter referred to as the COMPANY, agrees to conduct a general home inspection for consideration for the purpose of informing the client named above of major deficiencies in the condition of the inspection property. This report is intended only as a general guide to help the client make his own evaluation of the overall condition of the home, and is not intended to reflect the value of the premises, nor make any representation as to the advisability of purchase. The report expresses the personal opinions of the inspector only, based upon his visual impressions of the conditions that existed considering the age of the home or system at the time of the inspection only. The inspection and report are not intended to be technically exhaustive, offer engineering services or to imply that every component was inspected, or that every possible defect was discovered. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation was performed. All components and conditions which by the nature of their location are concealed, latent, camouflaged or difficult to inspect are excluded from the report. This agreement is subject to the UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY detailed below. This inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the client. The company may modify the report with 48 hours of issuance if deemed necessary by Company.

Inspection of Roof Coverings

Inspector will not walk on any roof over a 5/12 pitch, over 11' above level stable ground. The inspector will not walk on shake, slate, metal, tile or worn or brittle coverings. The inspector will not go on any roof covered by snow, ice, or wet or has a weak substrate. The sole determination as to walking on a roof is solely up to the inspector.

Exclusions

Systems and conditions which are not within the scope of the building inspection include, but are not limited to: formaldehyde, lead paint, asbestos, toxic or flammable materials/plants/carcinogens, Radon Gas, excess noise levels, solid wood burning appliances, Hail or weather damage, deck attachments or design, heat exchangers, chimney flues above the damper or interior of the flue and other environmental hazards; Mold or mold like substance, pest infestation, playground equipment, efficiency measurement of insulation or heating and cooling equipment, internal or underground storage tanks, drainage or plumbing, any systems which are shut down or otherwise not visible or secured; water wells (water quality and quantity); intercoms; security systems; heat sensors; cosmetics. The remaining life of any system or component, the condition of systems or component not readily accessible, the cause of any deficiency or condition, the methods, materials or the costs of corrections, or operating costs, the suitability of the property for specialized use or zoning or for future public works projects. Any general comments about these systems and conditions are informational only and do not represent an inspection. The inspection report should not be construed as a compliance inspection of any governmental or non governmental codes or regulations. The report is not intended to be a warranty or guarantee of the present or future adequacy or performance of the structure, its systems, or their component parts. This report does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the property and it should not be relied upon as such. Any opinions expressed regarding adequacy, capacity, or expected life of components are general estimates based on information about similar components and occasional wide variations are to be expected between such estimates and actual experience. Not all windows, doors, electrical outlets & switches are inspected but are randomly selected as a representative number & tested by the inspector as he deems necessary.

Initials for clients _____ Company representative _____

ON CONDOMINIUMS The common elements such as the roof, foundations, exteriors, grounds, recreational facilities, pools and halls are not inspected. It is advised that you read and understand the Condo Documents and the financial position of the association when purchasing a condominium

Use of Sub Contractors

The client acknowledges that any and all liability arising for the work of a subcontractor arranged by American Home Inspections LLC for additional requested scope of work related to the property stated in this agreement will be the sole responsibility of the subcontractor and that the client will hold American Home Inspections LLC harmless for any such liability. Such work may include but is not limited to radon testing, sewer Inspections, termite inspections, structural engineering and lead and asbestos testing.

Statement of Independence

We certify that our inspectors have no interest, present or contemplated, in this property or its improvement and no involvement with trades people or benefits derived from any sales or improvements. To the best of our knowledge and belief, all statements and information in this report are true and correct.

ASHI Standards of Practice

This inspection is performed under the Standards of Practice and Code of Ethics of the American Society of Home Inspectors (ASHI) a copy of which is available online at www.ASHI.org. In addition to the items expressly excluded or modified in this contract from the scope of this inspection, the items in Sections 3.2, 4.2, 5.2, 6.2, 7.2, 8.2, 9.2, 10.2, 11.2, 12.2, 13.1& 13.2 listed in the ASHI standards of practice 2000 and ASHI Code of Ethics 1993 are noted as exclusions herein. If the report or oral statements provide any information about any of the excluded items or exceeds the scope of the standards such information shall be deemed to be provided solely as a courtesy to the client and shall not be deemed to be an amendment to or waiver of the listed exceptions.

Unconditional Release and limit of Liability& Remedies

It is understood and agreed that the Company (American Home Inspections LLC) is not an insurer and that the inspection and report are not intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The CLIENT hereby releases and exempts the COMPANY in the event that the COMPANY and/or it's agents or employees are found liable due to breach of contract, breach of warranty, negligence, negligent misrepresentation, negligent hiring or any other theory of liability. The liability of the COMPANY and its agents and employees shall be limited to the amount paid by the CLIENT for the inspection and report as liquidated damages. The limit of liability is not intended as a penalty but intended to reflect that, actual damages may be difficult to ascertain, allocate risk among the Company and Client and to enable the Company to perform the inspection for the stated fee. Client will look solely to the Company, not the inspector for any remedy. Any refund of part or all of the inspection fee tendered by the Company shall be considered a full and final settlement for all present and future causes of action and the Company shall thereupon be generally and fully released. Cost of Inspection and report is [COST OF INSPECTION] Dollars.

In the event of a claim, the Client must inform the COMPANY in writing by certified mail return receipt requested within 7 calendar days of discovery of the condition which is the basis of the claim, but no more than 30 days from the issuance of the report, and will allow the Inspection Company to inspect the claim within 5 working days of the notice prior to any repairs or waive the right to make the claim. Client agrees not to disturb or repair or have repaired anything which may constitute evidence relating to the complaint, except in the case of an emergency.

Permission to Enter, Release Information

Permission is granted by CLIENT for American Home Inspections, LLC to discuss or reproduce the items in this report with other interested parties of this real estate transaction or as required by the Department of Professional and Occupational Regulation of Virginia under provision 18 VAC 15-40-170. CLIENT warrants that he has written permission by virtue of a contract or agreement to invite the home inspector on to the property for the purpose of conducting a home inspection.

Company reserves the right to prohibit audio and video recordings of the inspection as well as the right to terminate the inspection and return the fee. **Client** may refuse to sign this contract and seek inspection services elsewhere.

Acceptance and understanding of this agreement are hereby acknowledged.

COMPANY Representative Date For Clients Date

Michael J Stephens
Actual Start Time _____ Actual stop Time _____ CLIENT PHONE #
Outside Temperature _____ Weather Conditions _____