

CARICO HOME INSPECTION SERVICES, Inc.
HOME INSPECTION AGREEMENT

Pre-Inspection Agreement
(Please read entire agreement carefully.)

This agreement is made between Carico Home Inspection Services, Inc. and the Inspector _____ referred to as "Inspector" and in consideration of this agreement, the parties agree as follows:

Client _____
Present address _____ City, State and Zip _____
Inspection address _____
City, State and Zip _____

Client has read entire agreement front page and back page and understands this agreement as hereby acknowledged.

Client's signature: _____ Date: _____

Inspector's Signature: _____ Date: _____

Agent's Name: _____

Agent present: Yes ____ No ____ Buyer Present: Yes ____ No ____

Agent's Company and Address: _____

Client agrees to release report to realtor: Yes ____ No ____

1) If the Client is married, Client represents that this is a family obligation incurred in the interest of the family.

2) The Client will pay the sum of \$ _____ Paid _____

Payment is expected at time of service unless prior arrangements have been made. For the inspection of the property, being the residence and garage or carport, if applicable, located at above address. If payment is not made in accordance with this agreement, any collection fees are to be paid by Client.

3) The Inspector will perform a visual inspection and prepare a written report to the apparent condition of the readily accessible installed systems and components of the property existing at the time of inspection. Latent and concealed defects and deficiencies are excluded, such as roof or hail damage that is not evident from the inspection. The Inspector reserves the right to suggest or recommend services from an expert in a given field.

4) The parties agree that the "Standards of Practice" are (the standards) shall define the condition, limitations, and exclusions of the inspection. Tennessee and/or Virginia "Standards of Practice" are available if requested or at www.tennessee.gov and/or www.dpor.virginia.gov.

5) The parties understand and agree that the Inspector and its employees and its agents assume no liability or responsibility for the cost or replacing any unreported defects or deviancies, or defects either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement is done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client further agrees that the Inspector is liable only up to the cost of the inspection.

6) This agreement, including the terms and conditions, represent the entire agreement between the parties and there are no other agreements, either written or oral between them. This agreement shall be amended only in writing signed by both parties. This agreement shall be construed and enforced in accordance with the laws of the state of _____, and that state laws or regulations are more stringent than the forms of the agreement, the state law or rule shall govern.

(continued on back)

Pre-Inspection Agreement **Carico Home Inspection Services, Inc.**

7) Systems, items, and conditions which are not within the scope of this home inspection include but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, mold, fungi, other environmental hazards; pest infestations; security and fire protection systems; housed appliances; humidifiers, paint, wallpaper, and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks, energy efficiency measures; concealed or private security systems; water wells; heating system accessories; solar heating systems; water softeners; central vacuum systems, telephone, intercom or cable TV systems, antennae, lightning arrestors, trees or plants, governing codes, ordinances, statutes and covenant and manufacturer specifications. Any general comments about these systems, items, and conditions of the written report are informal only and "Do Not" represent inspection.

8) The inspection report is performed and prepared for the sole and exclusive use and position of the Client. No other person or entity may rely on the report issued pursuant to this agreement. In the event that any person, not a party to this agreement, makes any claim against Inspector, its employees or agents, defense and hold harmless Inspector from any and all damages, expenses, cost and attorney fees arising from such a claim.

9) The inspection will NOT include an appraisal of the value of survey of the property. The written report is not a compliance inspection or certification for past or present government codes or regulations of any kind.

10) The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. Inspector makes no warranty, expressed or implied, as to the fitness for use, condition, performance, or adequacy of any inspected structure, item, component or system.

11) In the event of a claim that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards included in the report or state law. Furthermore, any legal action must be brought within (1) year from the date of the inspection or will be deemed waived and forever barred.

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation arising out of, from or related to, this contract or arising out of, from or relates to the inspection or inspection report shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated, please submit your recommendation to us for consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding, and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.

NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES, BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION.

