



HOME INSPECTION AGREEMENT

The address of the property is:

Fee for the home inspection is \$ _____

THIS AGREEMENT made this _____ th day of _____, _____, by and between ON THE SPOT Home Inspections LLC (hereinafter "ON THE SPOT") and the undersigned (hereinafter "CLIENT").

THE PARTIES AGREE AS FOLLOWS:

1. ON THE SPOT agrees to perform a visual inspection of the subject house and to provide CLIENT with a written inspection report identifying defects that ON THE SPOT both observed and deemed material. The inspection will be of clearly visible and readily accessible areas of the house. ON THE SPOT may offer comments on items or systems as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. The visual inspection and report is completed when practicable at the site. Some items are checked by taking a sample, which is analyzed and reported later. The inspection and report are performed and prepared for the use of CLIENT, who gives ON THE SPOT permission to discuss observations with realtors, owners, repair persons and other interested parties. ON THE SPOT accepts no responsibility for use or misinterpretation by third parties.

3. The report(s) does not cover (unless specifically stated):

- * underground utilities
- * wells/springs
- * solar systems
- * underground items
- * pools
- * septic tanks
- * elevators
- * environmental hazards
- * the presence or absence of pests such as wood damaging organisms, rodents, insects, or molds
- * playground equipment
- * cosmetic items
- * security systems
- * sprinkler system
- * central vacuum
- * detached structures
- * defects unobserved
- * fuel quality
- * fuel tanks
- * drainfields
- * personal property
- * cesspools
- * appliances
- * water treatment
- * code compliance
- * chimneys/flues
- * the suitability of the property for any specialized use
- * the market value of the property or its marketability
- * the methods, materials and costs of corrections
- * any component or system which was not observed
- * life expectancy of any component or system
- * the advisability or inadvisability of purchase of the property
- * items not permanently installed
- * the causes of the need for a repair

4. ON THE SPOT GUARANTEES to perform a visual inspection of the home and to report observed defects, which ON THE SPOT deems material.

5. ON THE SPOT WANTS THE CLIENT TO KNOW:

- * ON THE SPOT does NOT claim expertise in specific home components or systems.
- * the CLIENT should NOT expect that the inspector will find every problem that exists or ever could exist, but only that ON THE SPOT will report defects that ON THE SPOT both observed and deemed material.
- * ON THE SPOT will NOT move personal property, debris, carpeting or like materials which may impede access or limit visibility.
- * the inspection is NOT intended to be technically exhaustive.
- * equipment and systems will NOT be dismantled.

6. The parties agree that the maximum liability for ON THE SPOT, its employees or agents, is limited to an amount not to exceed the fee paid for the inspection service except for gross negligence or willful misconduct. In the event of a claim against ON THE SPOT, CLIENT agrees to supply ON THE SPOT with the following: (1) Written notification of adverse conditions within 14 days of discovery; (2) Access to the premises. Failure to comply with the above conditions will release ON THE SPOT and its agents from all obligations. If CLIENT brings but fails to prove its claims against ON THE SPOT, then the CLIENT will pay all legal costs, expenses and fees of ON THE SPOT in defending said claims. For all claims other than payment for inspection services, the parties elect arbitration through Construction Arbitration Services, Inc.

7. Payment is due upon completion of the on-site inspection. The CLIENT will pay all legal and time expenses incurred in collecting due payments.

8. If any provision of this Agreement is declared invalid or unenforceable by any court, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assigns. CLIENT shall have no cause of action brought against ON THE SPOT beyond the earlier of one year after the date of the inspection or the date of this Agreement.

THE ABOVE IS UNDERS TOOD AND AGREED TO, AND CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

FOR ON THE SPOT Home Inspections

CLIENT OR REPRESENTATIVE

CLIENT OR REPRESENTATIVE