

Professional Home Inspection, LLC
14 Crestmont Court, Lititz, PA 17543
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www.professionalhomeinspect.com

This Pre-Inspection Agreement is Intended to be a Legally Binding Contract. Please Read it Carefully.

Address of the property to be inspected:

123 Any Street.

THIS AGREEMENT made this **1st day of any month, 2011** by and between **Professional Home Inspection, LLC** (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR agrees to perform a limited visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material as they exist at the time of inspection. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. Available by request. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.

3. The home inspection only includes those systems and components expressly and specifically identified in the inspection report. Any areas which are not exposed to view, is concealed, is inaccessible are not included in this inspection. Furthermore, excluded but not limited to are code violations, termites or other wood destroying insects, rodents or fungus, asbestos, radon gas, lead paint, pools, spas, water or air quality, water softeners and septic systems.

4. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with their real estate agent. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

5. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR or its agents, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

6. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place.

7. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising

out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed hereunder shall be final and binding and judgment on the Award may be entered in any court of competent jurisdiction as per paragraph number 9 of this agreement.

8. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises within 14 days of discovery. Client further agrees to allow INSPECTOR to re-inspect the claimed discrepancy, with the exception of emergency conditions, before the CLIENT or CLIENTS agents, employees or independent contractor's repairs, replaces, alters or modifies the claimed discrepancy. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

9. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in Lancaster County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

10. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. 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 assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

11. CLIENT understands and agrees if they are not present at the time of inspection and therefore do not sign this Agreement this agreement will form part of the inspection report. Acceptance of the inspection report by the CLIENT shall therefore constitute acceptance of the terms and conditions of this Agreement.

12. Payment of the fee to INSPECTOR is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT.

Print Client Name

Current Street Address

Current City, State and Zip Code

Phone

Date:
Clients Signature

Inspectors Signature

Date