



Inspection Agreement

(Please read carefully)

THIS AGREEMENT is made and entered into by and between **MySpace Home Inspection**, referred to as “**Inspector**”, and Steve Kleckner, referred to as “**Client**”.

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of \$ for the inspection of the “Property”, being the residence, and garage or carport, if applicable, located at 4401 Ellis Road NW, Cedar Rapids, IA.
2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. *Note: “The integrity and moisture content of framing and sheathing behind finished coverings (exterior siding, cement stone coverings, fiber cement siding, drywall, etc.) is not visible to inspect and beyond the scope of our services and is excluded within our inspection”.*
3. The parties agree that the “**Standards of Practice**” (the “**Standards**”) as defined by **ASHI (American Society of Home Inspectors)**) shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. A copy of the Standards is included with this report. If the state where the inspection is performed imposes more stringent standards or administrative rule, then those state standards shall define the standard of duty and the conditions, limitations and exclusions of the inspection.
4. The parties understand and agree that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies 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.
5. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. **THE INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.**
6. If Client is married or in a relationship, Client represents that this obligation is a **family obligation** incurred in the interest of the family.
7. This **Agreement**, including the terms and conditions to follow, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the **State of Iowa**, and if that state’s laws or regulations are more stringent than the forms of the agreement, the state law or rule shall govern. The report generated from this agreement is non-transferable and only for the sole and exclusive use of the client.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. Client acknowledges receipt of the standards of practice which applies.

Signature: _____ Date: _____

Street Address: 6440 Cakebread Court Buyer Present: Yes No

City/State/Zip: Marion, IA 52302

Agent present: Yes No Agent’s Name: Jim Winker

Inspector’s Signature _____ Date: 11/03/2010 Inspection #:1308

Inspectors Address: 162 Collins Road NE #218 Cedar Rapids, Iowa 52402-3229

Client agrees to release reports to seller/buyer/Realtor®: Yes No

SEE NEXT PAGE FOR ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS



Inspection Agreement

(Continued from previous page)

ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS

8. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other **environmental hazards**; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; heating systems accessories; solar heating systems; **heat exchangers**; sprinkling systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae, lightning arrestors, trees or plants; governing **codes, ordinances, statutes and covenants** and manufacturer specifications, recalls, Chinese drywall, and EIFS. **Client understands that these systems, items and conditions are excepted from this inspection.** Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.

9. The Inspection and report are performed and prepared for the sole and exclusive use and possession 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, arising out of the services performed by Inspector under this Agreement, the Client agrees to **indemnify**, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.

10. The Inspection will **not** include an **appraisal of the value** or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

11. In the event of a claim by the Client 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 agrees to **notify the Inspector at least 72 hours prior to repairing or replacing** such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State law. Furthermore, any legal action must be brought within two (2) years from the date of the inspection or will be deemed waived and forever barred.

12. This inspection does not determine whether the property is insurable.

13. Exclusions of systems normally inspected, N/A.

DEFINITIONS

1. Apparent Condition: Systems and components are rated as follows:

SATISFACTORY - Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.

MARGINAL - Indicates the component will probably require repair or replacement anytime within five years.

POOR - Indicates the component will need repair or replacement now or in the very near future.

MAJOR CONCERNS - A system or component that is considered significantly deficient.

SAFETY HAZARD - Denotes a condition that is unsafe and in need of prompt attention.

2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.

3. Readily accessible systems and components: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.



Inspection Agreement

(Continued from previous page)

ADDENDUM TO INSPECTION AGREEMENT

Chinese Drywall Exclusion

The client specifically acknowledges that the Property Inspection will not and is not intended to detect, identify, disclose, or report on the presents of Chinese Drywall products or the actual or potential environmental concerns or hazards arising out of the existence of these products. Client agrees to hold the Company and Inspector harmless for any injury, health risk, or damages of any nature caused or contributed to or by these products. Furthermore, Client acknowledges that any discussions regarding the actual or potential presence of Chinese Drywall are informative in nature only and that the Property Inspection Company and/or Inspector do not hold the Company or themselves to be experts pertaining to the potential concerns associated with Chinese Drywall.

Disputes

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 related 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 our 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.

Date: _____

Client Signature: _____

Signature for the Home Inspection Company: _____