

PLEASE READ CAREFULLY PRIOR TO THE INSPECTION.

INSPECTION AGREEMENT

Inspected Property: _____ _____	Inspection Fee: TOTAL:
Client: _____ Phone: _____ Email: _____ Address: _____ _____	Effective Date (Date of Inspection):
Real Estate Company: Agent: Email: Address:	Company: Address: Inspector: License No:

This pre-inspection agreement (the "Agreement"), and any Addenda attached hereto and executed by the parties, is/are entered into on the Effective Date (defined above) between CLIENT (defined above) and COMPANY, including any and all inspectors (individually, the "Inspector") who perform the contracted-for inspections and/or other services as an employee or independent contractor of the Company, who each agree to the following terms and conditions:

1. Client Authorization & Participation: The Client acknowledges that Client and/or their authorized representatives have been encouraged to attend the inspection to have the opportunity to ask questions regarding conditions observed during the inspection. The Client further acknowledges that such participation is at the Client's risk of bodily injury or property damage caused by any condition of the Inspected Property, whether known or unknown at the time of the signing of this Agreement. The Client is responsible for obtaining permission for the Company to enter the Inspected Property to perform the requested services, however Company may coordinate Company's access to the Inspected Property with owner(s) or authorized representatives of the Inspected Property.

2. Definitions:

- A. **"Home inspection"** means a visual analysis for the purpose of providing a professional opinion of the condition of a residential dwelling and the dwelling's carports or garages, any readily accessible installed components, and the operation of the dwelling's systems, including any controls normally operated by the owner of the dwelling, for the following components: (i) heating systems; (ii) cooling systems; (iii) electrical systems; (iv) plumbing systems; (v) structural components; (vi) foundations; (vii) roof coverings; (viii) exterior and interior components; and (ix) any other site aspects that affect the residential dwelling. The term does not include a code compliance inspection.
- B. **"Readily accessible"** means available for visual inspection without requiring moving of personal property, dismantling, destructive measures, or any action which will likely involve risk to persons or property.
- C. **"Significantly deficient"** means unsafe or not functioning.
- D. **"Unsafe"** means a condition that is readily accessible, in an installed system or component that is judged by the home Inspector to be a significant risk of bodily injury during normal day-to-day use; the risk may be due to damage, deterioration or improper installation.

3. **Scope & Purpose of Inspection:** The scope of the home inspection and the systems inspected will be defined and limited by the standards, limitations, exceptions and exclusions as contained in the Minimum Standards of Competent Performance of Home Inspections at 878 IAC 1-2-1 and as described in this Agreement (collectively, the “Standards”). The Company agrees to perform a limited visual inspection of the systems and components included in the inspection as they exist at the time of the inspection and for which a fee has been agreed upon. The home inspection includes an examination of a representative sample to assess the condition of components that are identical and numerous, including, but not limited to, electrical outlets, bricks, shingles, windows. Some detectable deficiencies may not be found and included on the inspection report. The home inspection is NOT a building code inspection, title examination, or by-law compliance inspection and no engineering services are offered or included. The Company shall inspect readily accessible, visually observable, installed systems and components listed in the Standards. The Inspector is not required to perform any action or make any determination not specifically stated in the Standards. Inspections performed in accordance with the Standards are not technically exhaustive and are not required to identify concealed conditions, latent defects or consequential damage(s).

4. **Home Inspection Report:** The Company will prepare a legibly written report which shall report in writing, as required by IC 25-20.2-2-7: (i) on those systems and components inspected that, in the professional opinion of the Inspector, are significantly deficient or are near the end of their service lives; (ii) a reason why, if not self-evident, the system or component is significantly deficient or near the end of its service life; (iii) the Inspector’s recommendations to correct or monitor the reported deficiency; and (iv) on any systems and components designated for inspection in the Standards that were present at the time of the inspection but were not inspected and a reason they were not inspected.

5. **Exceptions & Exclusions:**

- A. The Company **IS NOT REQUIRED TO DETERMINE:** conditions of systems or components that are not readily accessible; remaining life expectancy of any system or component; strength, adequacy, effectiveness, or efficiency of any system or component; the causes of any condition or deficiency; methods, materials, or costs of corrections; future conditions, including but not limited to failure of systems and components; the suitability of the Inspected Property for any specialized use; compliance with regulatory requirements (codes, regulations, laws, ordinances, etc.); market value of the Inspected Property or its marketability; the advisability of purchase of the Inspected Property; the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances; operating costs of systems or components; acoustical properties of any system or component; or soil conditions relating to geotechnical or hydrologic specialties.
- B. The Company **IS NOT REQUIRED TO OFFER OR PERFORM:** any act or service contrary to law; engineering services; any trade or any professional service other than home inspection; or warranties or guarantees of any kind.
- C. The Company **IS NOT REQUIRED TO OPERATE:** any system or component that is shut down or otherwise inoperable; any system or component that does not respond to normal operating controls; or shut-off valves or manual stop valves.
- D. The Company **IS NOT REQUIRED TO ENTER:** any area that will, in the opinion of the Inspector, likely be dangerous to the Inspector or other persons or damage the Inspected Property or its systems or components; or under-floor crawl spaces or attics that are not readily accessible.
- E. The Company **IS NOT REQUIRED TO INSPECT:** underground items including but not limited to underground storage tanks or other underground indications of their presence, whether abandoned or active; items that are not installed; installed decorative items; items that are not entered in accordance with other provisions of the Standards; detached structures other than residential

garages and carports; or common elements or common areas in multi-unit housing, such as condominium properties or cooperative housing.

- F. The Company **IS NOT REQUIRED TO:** perform any procedure or operation that will, in the opinion of the Inspector, likely be dangerous to the Inspector or other persons or damage the Inspected Property or its systems or components; describe or report on any system or component that is not included in the Standards and was not inspected; move personal property, furniture, equipment, plants, soil, snow, ice, or debris; or dismantle any system or component, except as specifically required by the Standards.
- G. The Company **IS NOT RESPONSIBLE FOR DETECTING, IDENTIFYING, DISCLOSING OR REPORTING** the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include, but are not limited to: (i) asbestos; (ii) radon; (iii) oil, gasoline or any other petroleum product; (iv) lead; (v) urea formaldehyde; (vi) mold; (vii) mildew; (viii) fungus; (ix) odors; (x) noise; (xi) toxic or flammable chemicals; (xii) water or air quality; (xiii) PCBs or other toxins; (xiv) electromagnetic fields; (xv) underground storage tanks; (xvi) proximity to toxic waste sites or sites being monitored by any state or federal agency; (xvii) carbon monoxide; (xviii) the presence of or any hazards associated with the use or placement of Chinese drywall at the Inspected Property; or any other environmental or health hazards, unless otherwise agreed to and an additional fee paid.

6. **Reliance on Report:** The inspection is being performed for the exclusive use and benefit of the Client. If the inspection report is being used as a pre-listing inspection it is recommended that any buyer have a full home inspection completed at their expense to search for any new/updated issues that may have arisen since the pre-listing inspection. Client agrees not to rely solely on this report in making decisions about the Inspected Property. Company is neither responsible nor liable for the not discovering any latent defects in materials, workmanship, or other conditions of the Inspected Property which may occur or may become evident after the inspection time and date.

7. **Confidential Report:** The inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company. Client agrees to maintain the confidentiality of the report and reasonably protect the report from distribution to any other person. If Client directly or indirectly causes the report to be distributed to any other person, Client agrees to indemnify, defend, and hold Company harmless if any third party brings a claim against Client relating to our inspection or the report. Company reserves the right to modify the report for a period of time that shall not exceed forty-eight (48) hours after the report has been first delivered to Client.

8. **BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY:** The parties agree that any dispute between the parties, except for non-payment of fees, that in any way, directly or indirectly, arises out of the inspection and other services provided by the Company, or relating to the interpretation of this Agreement, the inspection service provided, the report or any other matter involving the Company's services, shall be submitted to binding arbitration conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC. In the event Construction Dispute Resolution Services, LLC is defunct, Company may choose an alternative arbitrator. The arbitration decision shall be final and binding on all parties, and judgment upon the award rendered may be entered into any court having jurisdiction. Expenses related to attorneys, experts, engineers, witnesses, engineering reports or other inspection reports or similar individuals or documents shall be the direct responsibility of the respective parties and shall not be considered as part of the arbitration award. The arbitration award shall be limited in scope to the issues and terms as specified in the Inspection Agreement. **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 BINDING ARBITRATION.**

9. **Disclaimer of Warranty:** this Agreement, the home inspection and the inspection report do not constitute a home warranty, an insurance policy, or a guarantee of any kind; nor do they substitute for any disclosure statement as may be required by law.

10. **Notice of Claims:** Client agrees to notify the Company in writing within ten (10) business days of discovery of any alleged error or omission in the performance of the Company's services, in order to provide the Company a reasonable opportunity to reinspect and document the condition in dispute. The Client further agrees to refrain from taking any action to disturb conditions at the Inspected Property until Client satisfies the requirements of this paragraph. Client agrees that any failure to provide the notice required herein will constitute a waiver of any claim of an error or omission or breach of this Agreement by the Company.

11. **Applicable Law:** This Agreement shall be governed by Indiana law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties.

12. **Re-Inspections & Additional Services:** Our fees are based on a single visit to the Inspected Property and the preparation of the written home inspection report. If additional visits, reports or services are required for any reason, an additional fee may be charged. Client and the Company agree that if Client requests that the Company or any of its Inspectors re-inspect the Inspected Property for any reason, the entirety of the terms, conditions and limitations of this Agreement will apply to any re-inspection services.

13. **LIMITATION OF LIABILITY. PLEASE READ CAREFULLY:** The Client understands and agrees that the Company is not an insurer and that the payment for the inspection and report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the report as described herein. Thus, the Client agrees that the sole and exclusive remedy for any claims against the Company, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the Inspection or the Report, except for claims for gross negligence or willful or wanton conduct, is limited to an amount equal to the inspection fee multiplied by two (2), as liquidated damages and not as a penalty. The Client releases the Company from any and all additional liability, whether based on contract, tort, or any other legal theory. The Client understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision.

14. **LIMITATION ON TIME TO BRING LEGAL ACTION. PLEASE READ CAREFULLY:** Any legal action, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, ordinance, regulation or code, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the Inspection or Report must be initiated within one (1) year from the date of Company's services, regardless of when the Client first discovers the facts supporting a legal action. Failure to initiate any legal action within one (1) year of the date of the Company's services shall be a full and complete waiver of any rights, actions or causes of action that may have arisen from this Agreement, the Company's services and/or the home inspection report. **THIS TIME PERIOD MAY BE SHORTER THAN OTHERWISE PROVIDED BY LAW.**

15. **Nature of the Franchise Relationship:** Company is an independently owned and operated franchisee of World Inspection Network International LLC ("WIN Home Inspection" or "WIN") that has a right to use the WIN names, marks and system. In retaining Company to conduct the inspection, Client acknowledges that WIN is in no way involved in conducting the inspection and is not responsible for Company actions. Any questions, concerns or complaints should be directed to Company.

16. **Limitations on Data Collection & Use:** The Company may collect data which may be used by the Company, and which may be provided to WIN for use by WIN. The collected data will primarily consist of

data relating to the visual inspection conducted but may also consist of other data relating to the Inspected Property, Client's and/or client representative's contact information and demographic data. The Company and WIN may use collected data to perform analysis, improve business processes, improve the WIN inspection experience, and obtain feedback from clients and client representatives. The Inspector and WIN may also provide collected data to third-party service providers ("TPSP") in order to offer value-added services to clients, as described in this agreement. The Inspector and/or WIN may provide aggregated collected data, but not individual collected data or personal information, to third parties. Other than interaction with TPSPs and aggregated data, the Inspector and WIN will not sell or rent the collected data to anyone or share the collected data with any third-party except as necessary to fulfill client requests. By executing this agreement, the Client expressly consents to the collection and use of data by the Company and WIN as described herein.

17. Relationships With Third-Party Service Providers: WIN may have an affiliation with TPSPs in order to offer value-added services to clients. Company and/or Inspector will not receive compensation for such referral. WIN may receive compensation for such referral. WIN may also arrange for TPSP to send literature or make post-inspection contact with the Client. By executing this agreement, Client expressly consents to the disclosure of Client's personal contact information to WIN and TPSPs. If Client does not wish to receive literature from or be contacted by TPSPs, Client shall simply notify the Company. Client's consent to marketing communications is not required to make a purchase.

18. Entire Agreement: This Agreement represents the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. Client and the Company agree that if Client requests that the Company or any of its Inspectors re-inspect the Inspected Property for any reason, the entirety of the terms, conditions and limitations of this Agreement will apply to any re-inspection services.

19. Client's Agreement & Understanding of Terms: By signing this Agreement, the undersigned Client agrees that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above. The Client understands that the Client has a right to have an attorney of the Client's choice review this Agreement before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Agreement, the Client is free to not sign it. The Client understands that the Client may retain another provider to perform the services contemplated by this Agreement. The Client further understands that, should the Client not agree to the terms and conditions set forth in this Agreement, the Client may negotiate with the Company for different terms and conditions. The Company will provide a large-print version of this Agreement to Client before signing, if requested by Client.

20. Authorization to Distribute Inspection Report: Client agrees that Company may distribute a copy of the Home Inspection Report to the Agent identified on page 1 of this Agreement.

Inspected Property: _____ _____	Inspection Fee: TOTAL:
Client: _____ Phone: _____ Email: _____ Address: _____	Effective Date (Date of Inspection): Company: Address:

Real Estate Company: Agent: Email: Address:	Inspector: License No:
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Client's Signature: _____ Date: _____

Client's Name: _____
Please Print

Company Name: _____

Inspector's Signature: _____ Date: _____

Inspector's Name: _____
Please Print

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