



This Contract Limits our Liability

This agreement is between client named on this contract and Doyle Home Inspections. I _____ hereby request a limited visual inspections of the structure located at:

_____,
for my sole use and benefit. I warrant that I will read the following agreement carefully. I further warrant that I will read the entire inspection report after receiving it and promptly call the inspector with any questions that I have.

Scope of the Inspection

The scope of the inspection and the report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report, which may be in need of immediate repair. The inspection will be performed in compliance with the generally accepted standards of practice, a copy of which is available upon request.

Outside the Scope of Inspection

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, furnishings, or any thing not included in this inspection. The inspection does not include any destructive testing, or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection.

Whether concealed or not, the following are outside the scope of the inspection:

- Building code or zoning ordinances
- Geological stability or soil condition
- Structural stability or engineering analysis
- Termites, pests or other wood destroying organism

- Asbestos, radon, formaldehyde, lead, water or air quality
- Electromagnetic radiation or any environmental hazards
- Building value appraisal or cost estimates
- Condition of detached buildings
- Pool or spa bodies and underground piping
- Private water or private sewage systems
- Saunas, steam baths, or fixtures and equipment
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls
- Water softener/purifier systems or solar heating systems
- Furnace heat exchangers, freestanding appliances, security alarms and personal property
- Adequacy or efficiency of any system or component
- Prediction of life expectancy of any item

(Some of the items above may be included in this inspection for additional fees, check with your inspector)

This is not a home warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures which may be required by law.

Your inspector is a home inspection generalist and is not acting as a licensed engineer. If your inspector recommends consulting other specialized experts, client must do so at client's expense.

Arbitration

DISPUTE RESOLUTION - ARBITRATION CLAUSE

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.

Confidential Report

The inspection report to be prepared for the client is solely and exclusively for clients own information. Client may distribute copies of the inspection report to real estate agents or lawyers directly involved in this transaction, but said persons are not specifically intended beneficiaries of this agreement or the inspection report. Client agrees to indemnify, defend, and hold harmless from any third party claims arising out of client's unauthorized distribution of the inspection report.

Attorney's Fees

(The prevailing party) in any dispute arising out of this agreement, the inspection, or the report(s) shall be awarded all attorney's fees, arbitrator's fees and other costs.

Severability

Client and inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, void able or unenforceable, the remaining provisions and portions shall remain in full force and effort.

Disputes

Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the inspector within ten business days of discovery. Client further agrees that the exception of emergency conditions, Client or Client's agents,

employees, or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the inspector. Client understands and agrees that any failure to notify the stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

Terms and Conditions of the Home Analyst Inspection and Report

1. There is no such thing as the “Perfect House” and there is no such thing as a “Perfect Home Inspection”. The Home Analyst inspection is not intended to compare any property to perfection. Although the Home Analyst is well trained and promises to inspect the property to the best of his ability it is unreasonable to expect that all inspections are perfect.
2. The Home Analyst inspection report excludes and does not intend to cover any and all components, items and conditions which by the nature of their location are concealed or otherwise difficult to inspect.
3. The Home Analyst inspection and report excludes and does not intend to cover any swimming pools, tennis court, playground equipment, or any other recreational or leisure
4. The Home Analyst inspection and report are furnished on an “opinion only” basis. Home Analyst assumes no responsibility for the cost of repairing or replacing any unreported defects and conditions.
5. The Home Analyst inspection and report is not intended or to be considered as a guarantee or a warranty, expressed or implied, including any implied warranty of merchantability or fitness for use, regarding the conditions of the property, items and systems inspected and it should not be relied upon as such.
6. The Home Analyst assumes no liability and shall not be liable for mistakes, omissions, or errors in judgment of an employee or sub-contractor beyond the cost of the inspection and report. The limitation of liability shall include and apply to all consequential damages, bodily injury and property damage of any nature

7. The Home Analyst inspection and report is not intended to reflect the value of the premises, nor to make any representation as to the advisability or inadvisability of purchase.
8. The Home Analyst inspection and report is based upon observations and conditions at the time of the inspection only.
9. The written portion of the Home Analyst report, the Printed Comments, and the verbal exchange between the client(s) and the Home Analyst inspector, all combine to constitute the entire report. If the client(s) is/are unable to attend the inspection, they should contact the inspector by phone for clarification of the written report. Home Analyst can not except responsibility for misinterpretation of the written report by the client(s) or other persons.
10. The customer agrees to pay the sum of \$_____. Shall be paid in full prior to inspection.
11. The inspection provided by the inspector shall be guaranteed for a period of (90) days from date of the report, except for any subsequent change in the condition of any component of the subject property, which may result from fire, lightning, wind storm or other acts of nature.
12. This report will not warrant nor is it applicable to any portion of the property not available to inspection by the inspector, including but not limited to the unexposed heating, ventilation, air conditioning, electrical, plumbing or other components located within a internal wall or ceiling, nor is a warranty applicable to any hidden structural defects.
13. Should any inspected component of the subject property be found not to be as set forth on the inspection report results, the customer must notify the inspector within ninety days of the date of this agreement of the fact that the inspector failed to correctly determine a defect in his inspection. If it is determined that the inspection did not correctly determine a defect, then the inspector has the option of either correcting the defect at its own expense or, in the alternative, to refund to the cost of the inspection. This shall be the extent and limit of the inspector's responsibility for any failure to properly disclose a defect or problem in its inspection report to the customer. Should the customer fail to notify the inspector within the 90 day period as

foresaid, the, in that event, the inspector has no liability what so ever to either correct the defect or refund to the customer the cost of inspection.

The Acceptance and Understanding of Thus Agreement are hereby acknowledged:

Client

Signature_____Date_____

Inspector

Steve Doyle_____Date_____