

INSPECTION AGREEMENT
(2 Pages - Important Information - Read carefully)

1. **PARTIES:** The client agrees to employ **eco.inspections®** to provide a structural and mechanical inspection.
2. **INSPECTION:** eco.inspections® agrees to provide a qualified inspector who will perform the following services:
Conduct a standard inspection of the readily accessible and observable systems and components:
 1. **STRUCTURAL SYSTEMS:** Foundation, Grading and Drainage, Roof Covering, Roof Structure and Attic, Walls (Exterior and Interior), Ceilings and Floors, Doors (Exterior and Interior), Windows, Fireplace/Chimney, Attached Porches, Decks and Carports
 2. **ELECTRICAL:** Service Entrance and Panels, Branch Circuits, Connected Devices and Fixtures
 3. **HEATING, VENTILATION AND AIR CONDITIONING:** Heating and Cooling Equipment, Ducts and Vents,
 4. **PLUMBING SYSTEMS:** Water Supply Systems and Fixtures, Drains, Wastes, Vents, Water Heating Equipment
 5. **APPLIANCES:** Dishwasher, Food Waste Disposer, Range Hood, Ranges/Ovens/Cooktops Microwave Cooking Equipment, Trash Compactor, Bathroom Exhaust Fans and/or Heaters, Whole House Vacuum Systems, Garage Door Openers, Door Bell and Chimes, Dryer Vents, Other Built-in Appliances
 6. **OPTIONAL SYSTEMS:** Lawn Sprinklers, Swimming Pools and Equipment, Outbuildings, Outdoor Cooking Equipment, Gas Lines, Water Wells, Septic Systems, Security Systems, Fire Protection Equipment,
3. **REPORT:** eco.inspections® agrees to provide appropriate reports according to the specific service rendered. The report will indicate which items were inspected and which items are deficient or are not performing the function for which they are intended. Items not included in the report shall not be considered good or bad from lack of notation. No verbal statements by the Inspector shall expand the scope of this agreement or the inspection report, nor will such statements be relied upon when solicited from the Inspector by the Client at the time of the inspection or any other time. The report will be the property of the Client and may not be used by any other person without his written consent.
4. **SCOPE OF INSPECTION:** The scope of inspection is limited strictly to those items listed under 2.1 to 2.5 or requested under 2.6/2.7 of this agreement. The inspection is intended to be a practical, nondestructive examination of the function of the building, its components and equipment. The examination is limited to visual, audible and operational techniques.
5. **INSPECTION REQUIREMENTS AND LIMITATIONS:** The building, its components and equipment are to be ready and accessible for the inspection on the scheduled date of the inspection. All utilities and pilot lights must be on and all equipment operational so the total inspection may be completed on that date. The Inspector is not obligated to change light bulbs, light pilots, move furniture, obstructions or floor coverings.
6. **THE FOLLOWING SPECIFIC LIMITATIONS APPLY:** Design problems are not within the scope of inspection. The Inspector will not determine the operational capacity, quality or suitability for a particular use of items inspected. No engineering, scientific or specialized technician test will be made by the Inspector. No test samples will be taken from the roof or any other part of the structure unless specifically requested.

eco.inspections® will have no liability for latent defects that cannot be observed by a normal inspection or cannot be determined by normal equipment operation, and it is specifically agreed and understood that: Mechanical devices and structural components may be functional one moment and later fail or malfunction; therefore, eco.inspections®' liability is specifically limited to those situations where it can be conclusively shown that the mechanical device or structural component inspected was inoperable or in immediate need of repair or not performing the function for which it was intended at the time of the inspection.

The Client recognizes that there is **NO REPRESENTATION OF WARRENTY OR GUARANTEE** on the future life of items inspected. The Inspector does not take responsibility for reporting noncompliance with any building, electrical, mechanical or plumbing codes established by municipal ordinances on any existing structure.

The intent of eco.inspections®, the Inspector statements and any or all statements on the inspection report are not to be construed as being an endorsement or a condemnation of any appliance, system or structural component or of the building in its entirety. Nor is it the intent to make any statement of property value.

The inspection report may not include minor settlement and minor cracks in concrete, veneer and walls within the normal tolerance or standard that do not impair the structural function of the building. The inspection report may not include cosmetic defects: minor cracks, scrapes, dents and scratches on, or soiled or faded surfaces of, the structure or equipment. This includes soiled, faded, torn or dirty floor, wall or window coverings. The inspection report is not to be construed as a total list of defects, existing or potential.

SPECIAL DISCLOSURE: It is not uncommon to observe cracks or for cracks to occur in concrete slabs or the exterior walls. Cracks may be caused by the curing of building materials, temperature variations and soil movement such as: settlement, uneven moisture content in the soil, shock waves, vibrations, etc. While cracks may not necessarily affect the structural integrity of a building, cracks should be monitored so appropriate maintenance can be performed if movement continues at an abnormal rate. Proper foundation maintenance is the key to the prevention of initial cracks or cracks enlarging. This includes, but is not limited to, proper watering, foundation drainage and removal of vegetation growth near the foundation.

SPECIAL NOTE: The Client is hereby advised that other adverse problems may occur at slab cracks and other voids in the slab. Radon gas, termites and other living organisms enter a building through cracks and voids and may be a health hazard. Cracks and voids may be sealed effectively to prevent radon gas or undesirable organisms from entering.

eco.inspections® and the Inspector encourage the Client to obtain a second opinion from a qualified specialist (structural engineer, licensed electrician, licensed plumber, certified factory-trained service-person, etc.) when a condition exists that the Client questions or is concerned about. The Client has a right to have more than one inspection or more than one Inspector.

7. **DISCREPANCIES:** In the event a discrepancy develops regarding the services provided to the Client, the Client agrees to notify eco.inspections® of the problem by telephone, or otherwise, within five (5) business days and to allow the eco.inspections® five (5) business days to respond. In the event the problem is not resolved satisfactorily and the Client desires to make a formal complaint, the Client shall send a written complaint to the Company by certified mail, fully explaining which items are involved and the nature of the complaint. The Client agrees NOT to disturb, repair or have repaired anything that may constitute evidence relating to the complaint, except in the case of an emergency. The Client agrees to allow eco.inspections® to examine the items involved in the written complaint and to allow eco.inspections® thirty (30) days from that date to reach agreement and resolve the matter. Should the matter not be resolved, the parties agree to abide by the ruling of an arbitrator appointed by the Better Business Bureau or the court.
8. **DEFENSE COST:** If a lawsuit is filed by the Client against eco.inspections®, and eco.inspections® successfully defends against the claim of the Client, the Client agrees to pay eco.inspections® reasonable attorney's fees, court costs and any other costs incurred in defending such claims.
eco.inspections® recommends that all repairs be completed by, or under the direction of, a qualified specialist certified, licensed and bonded. Also, eco.inspections® recommends that the Client obtain a copy of the work order and the paid receipt of all completed work performed on the property within the last six months.

eco.inspections® and the Inspector thank the Client for allowing them the opportunity to help the Client achieve a total view of the Client's new investment through this report, the eyes of an experienced "Inspector".
If the Client has any questions concerning this report, please feel free to call (512) 784-3429.