

WORLD CLASS HOME INSPECTIONS

Inspection Agreement

THIS AGREEMENT is made by and between World Class Home Inspections, LLC (hereafter called the "COMPANY") and the Client(s) as indicated below (hereafter called the "CLIENT").

WITNESSETH: In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. The COMPANY agrees to perform a visual inspection of the subject home and to provide the CLIENT with a written inspection report identifying the visually observable major deficiencies (hereafter called the "GENERAL PRE-PURCHASE INSPECTION" or "INSPECTION"). Structures detached from the home are not inspected unless otherwise expressly agreed.

1A. The FEE SCHEDULE for inspection services is set forth at the COMPANY'S web site, <http://www.wchinspections.com>. The inspection FEE is due and payable by cash, check, or credit card at or before the time of the inspection. The inspection fee that is due and payable to the COMPANY is agreed to with the CLIENT when the inspection is scheduled. Payment may be made in person at the inspection, by mail, by phone, or on the COMPANY'S web site. Acceptance of this inspection Agreement is also an agreement to pay the inspection fee and any penalty fees that may apply, as specified below:

1B. PENALTY FEE(S) due from the CLIENT and payable to the COMPANY for late payment, late notice cancellation, or returned payment are as follows:

Returned Payment (Insufficient Funds) Fee - \$25.00 each occurrence;

Late Payment Fee - \$25.00 if payment not received within ten (10) days after the day of the inspection, and \$25.00 each 30 day period thereafter;

Late Notice Cancellation Fee – When an inspection is scheduled, the COMPANY reserves that time period for the exclusive use of the CLIENT. If an inspection is abruptly cancelled, the CLIENT understands the COMPANY loses revenue for that time period. Therefore, the CLIENT will pay a cancellation fee if a scheduled inspection is cancelled LESS THAN 24 HOURS before the scheduled inspection start time. The Cancellation Fee shall be 10% of the scheduled inspection fee or \$50.00, whichever is greater. The COMPANY may waive this fee if: 1) the inspection is re-scheduled with the COMPANY; or, 2) the real estate purchase contract has been terminated. It is the CLIENT'S responsibility to ensure that the property is under a purchase contract, or that the CLIENT has permission to inspect the property, before scheduling an inspection with the COMPANY.

2. The GENERAL PRE-PURCHASE INSPECTION and report will be performed in accordance with the current Standards of Practice (Standards or SOP) of the American Society of Home Inspectors, Inc. (ASHI). The parties agree that the ASHI Standards shall define the standard of duty and the conditions, limitations, and exclusions of the inspection. A copy of these ASHI Standards is available from the COMPANY upon request at any time including before the signing of this Agreement. A copy is also available on the World Wide Web (Internet) at address <http://www.ashi.org/inspectors/standards/standards.asp>. The CLIENT is strongly urged to read and understand the ASHI Standards. Furthermore, the CLIENT is welcome to be present at the inspection and to ask the inspector any questions including before and during the inspection. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the CLIENT. The Report is non-transferable. However, the CLIENT authorizes the COMPANY to release a copy of the inspection report to the CLIENT'S Real Estate Professional, unless the CLIENT requests otherwise, when the Real Estate Professional's name and e-mail address is given in the signature block hereunder.

3. The GENERAL PRE-PURCHASE INSPECTION includes those items and systems expressly and specifically identified herein. Homeowner maintenance, safety concerns, system operation, product recalls, recommended repairs and methods, current building practices, and other issues may be discussed, and some less than major defects noted as a courtesy to the CLIENT, but they are not within the required scope of the inspection. Conditions, items, and systems that will be included, and not included, in the inspection are listed below. The WILL INCLUDE items are the **minimum requirements** for the inspection. The comprehensive and extensive nature of the COMPANY'S inspections **often exceeds** the requirements of the ASHI SOP.

THE GENERAL PRE-PURCHASE INSPECTION **WILL** INCLUDE (AS A MINIMUM):

Structural System: foundation; structure of floors, walls, ceiling, roof, attic, crawlspace;

Exterior: exterior wall covering, flashing and trim, exterior doors, attached decks, balconies, stoops, steps, porches, and their associated railings; the eaves, soffits, and fascias where accessible [visible] from the ground level; vegetation, grading, surface drainage, and retaining walls on the property when any of these are likely to adversely affect the building; walkways, patios, and driveways leading to dwelling entrances;

Roof System: roof covering; roof drainage systems; flashings; skylights, chimneys, and roof penetrations;

Plumbing System: interior water supply and distribution systems including all fixtures and faucets; drain, waste and vent systems including all fixtures; water heating equipment; vent systems, flues, and chimneys; fuel storage and fuel distribution systems; drainage sumps, sump pumps, and related piping;

Electrical System: service drop; service entrance conductors, cables, and raceways; service equipment and main disconnects; service grounding; interior components of service panels and sub panels; conductors; overcurrent protection devices; a representative number of installed lighting fixtures, switches, and receptacles; ground

fault circuit interrupters;

Heating System: the installed heating equipment; vent systems, flues, and chimneys;

Air Conditioning System: the installed central and through-wall cooling equipment [except when outside temperature does not allow. See footnote to clause 3 below];

Interior: walls, ceilings, and floors; steps, stairways, and railings; countertops and a representative number of installed cabinets; a representative number of doors and windows; garage doors and garage door operators;

Insulation and Ventilation: insulation and vapor retarders in unfinished spaces; ventilation of attics and foundation areas; mechanical ventilation systems;

Fireplaces and Solid Fuel Burning Appliances: system components [firebrick, hearth, mantel, firebox surround, screens]; vent systems, flues, and chimneys [we do not turn on gas shut-off valves, ignite, or extinguish fires per the ASHI Standards];

THE GENERAL PRE-PURCHASE INSPECTION **WILL NOT** INCLUDE THE FOLLOWING:

Exterior: screening, shutters, awnings, and similar seasonal accessories; fences; geological, geotechnical or hydrological conditions; recreational facilities (spas, saunas, steam baths, swimming pools, exercise, entertainment, athletic, playground or other similar equipment and associated accessories); outbuildings; seawalls, break-walls, and docks; erosion control and earth stabilization measures;

Roof System: antennae; interiors of flues or chimneys which are not readily accessible; other installed accessories;

Plumbing System: clothes washing machine connections; the interiors of flues or chimneys which are not readily accessible; wells, well pumps, or water storage related equipment; water conditioning systems; solar water heating systems; fire and lawn sprinkler systems; private waste disposal systems [septic tanks]; determination of whether water supply and waste disposal systems are public or private; determination of the quantity or quality of the water supply; operation of safety valves or shut-off valves;

Electrical: remote control devices unless the device is the only control device; alarm systems and components; low voltage wiring, systems and components; ancillary wiring, systems and components [telephone, cable TV, etc.] not a part of the primary electrical power distribution system; measure amperage, voltage, or impedance;

Heating Systems: interiors of flues or chimneys which are not readily accessible; heat exchanger; humidifier or dehumidifier; electronic air filter; solar space heating system; determination of heat supply adequacy, efficiency or distribution balance;

Air Conditioning Systems: electronic air filters; determination of cooling supply adequacy, efficiency or distribution balance [see footnote below];

Interior: paint, wallpaper, and other finish treatments; carpeting; window treatments; central vacuum systems; household appliances (kitchen, laundry, and similar appliances, whether installed or free-standing [see footnote below]); recreational facilities;

Insulation and Ventilation: disturbance of insulation or vapor retarders; determination of indoor air quality;

Fireplaces and Solid Fuel Burning Appliances: interiors of flues or chimneys; seals and gaskets; automatic fuel feed devices; combustion make-up air devices; heat distribution assists, whether gravity-controlled or fan-assisted; igniting or extinguishing of fires;

determination of draft characteristics; movement of fireplace inserts, stoves or firebox contents;

Inaccessible Areas: areas that cannot, in the sole opinion of the inspector, be entered safely or without potential damage to property.

Footnotes & Exceptions to Clause 3:

Air Conditioning Systems: To prevent damage to units, air conditioning will not be checked when the outside temperature is below 65 degrees nor a heat pump when the temperature is above 65 degrees.

Interior, Kitchen Appliances: As a courtesy to the CLIENT, the inspector may perform a general operational check of the installed kitchen appliances. If performed, any major deficiencies found will be noted in the report. This general operational check will consist of verifying the basic function of the stove, range, oven(s), built-in microwave oven(s), sink disposer, and dishwasher, if the house is so equipped. Any additional features or accessories on said equipment will NOT be checked including, but not limited to, the "self cleaning" feature on ovens, the accuracy of clocks or timers, the automatic "pop corn" setting or "memo voice recorder" on microwave ovens, etc.

Re-Inspections: The COMPANY does not track builder or homeowner repairs. It is the CLIENT'S responsibility to follow-up with the builder or homeowner to ensure repairs or corrections, as may be specified in the INSPECTION Report, are acted upon to the satisfaction of the CLIENT. Upon the CLIENT'S request, the COMPANY may perform a re-inspection (after repairs or corrections) for a mutually agreeable additional FEE.

Special Requests: The above is not intended to limit the CLIENT'S request for inspection services. If the CLIENT has a specific concern about an item or items that would normally fall outside the scope of the inspection as stated above, the COMPANY is eager to inspect those items for the CLIENT, when possible, for a mutually agreeable FEE.

4. This GENERAL PRE-PURCHASE INSPECTION will be of readily accessible areas of the house and is limited to visual observations of apparent conditions existing at the time of the inspection only. Furthermore, conditions which change after the time of the inspection are not included in the Report. In addition, deficiencies and defects which are latent or concealed are excluded from the inspection; this inspection is not intended to be technically exhaustive. Equipment, items and systems will not be dismantled. The inspection and report is NOT a conformity or compliance inspection for governmental codes or regulations of any kind. The inspector is not required to move personal property, debris, furniture, ceiling tiles, equipment, carpeting, or like materials which may impede access or limit visibility. All utilities and pilot lights must be on and all equipment operational, so that the total inspection can be completed on the scheduled date. This is the responsibility of the CLIENT. In addition, the CLIENT must obtain permission from the owner of the property for the inspector to enter the premises. Recent and existing weather conditions may also limit or restrict the results of the inspection. The COMPANY may indicate an item or system's life expectancy, but such estimates are general in nature, should not be relied upon, and the actual life performance may vary widely. The INSPECTION seeks to determine whether or not a system or component is functioning for the purpose for which it was intended. The COMPANY urges the

CLIENT to contact the owner of the inspected property to learn the age of such items as the roof and any recent problems or known defects in the property.

5. The parties agree this GENERAL PRE-PURCHASE INSPECTION agreement is NOT an agreement for Code Compliance Inspections. Although offered by the COMPANY for a fee, the parties agree Code Compliance Inspections are beyond the scope of this inspection. Typically involving multiple, sequential, specific, focused, and targeted inspections during the construction phases of a new house, Code Compliance Inspections (also called “Phased Inspections”) seek to analyze and evaluate the construction methods and materials used while fabricating a new house for conformity and compliance to governmental codes, regulations and/or specifications mandated by local, regional, and/or State municipalities. Such Code Compliance Inspections typically require sequential visits to the new house job site over several months (a foundation inspection, and a “pre-drywall” rough-ins inspection). Any verbal comments from the inspector regarding Codes, or written comments in the inspection report regarding Codes, are provided as a courtesy to the CLIENT only and are NOT to be construed as indicating a Code Compliance inspection. If the CLIENT chooses Code Compliance Inspections, the CLIENT must first call for a quote and request a different agreement than this one. The CLIENT’S signature below indicates the CLIENT does not want ANY Code Compliance Inspections at this time and agrees to the limits of this GENERAL PRE-PURCHASE INSPECTION agreement as specified herein.

I do NOT want ANY of the Code Compliance Inspections.

6. The inspector does not research product recalls or notices of any kind. The INSPECTION does NOT include the identification of, or research for, appliances or other items that may have been recalled or have a consumer product safety alert or Class Action Lawsuit issued about them. If any comments regarding recalls are made in the INSPECTION Report, they are regarding well-known notices and are provided as a courtesy only. Product recalls and consumer product safety alerts are added almost daily by the U.S. Government. The COMPANY recommends the CLIENT visit the U.S. Consumer Product Safety Commission at World Wide Web (Internet) address <http://www.cpsc.gov>, if recalls are a concern to the CLIENT.

7. THE INSPECTION AND REPORT DO NOT ADDRESS, AND ARE NOT INTENDED TO ADDRESS, THE POSSIBLE PRESENCE OF OR DANGER FROM ASBESTOS, RADON GAS, LEAD PAINT, UREA FORMALDEHYDE, SOIL CONTAMINATION, OTHER INDOOR AND OUTDOOR POLLUTANTS, TOXIC OR FLAMMABLE CHEMICALS, WATER OR AIRBORNE-RELATED ILLNESSES OR DISEASE, AND ALL OTHER SIMILAR OR POTENTIALLY HARMFUL SUBSTANCES. THE CLIENT IS URGED TO CONTACT A COMPETENT SPECIALIST IF INFORMATION, IDENTIFICATION, OR TESTING FOR THE ABOVE IS DESIRED. In addition, the presence or absence of rodents, termites, and other insects are also not covered or required by this inspection, but may be commented on as a courtesy to the CLIENT if seen by the inspector.

8. Because of the above limitations, the INSPECTION cannot be expected to uncover all defects or deficiencies within the structure, systems, or components. The parties agree that the COMPANY, and its employees and agents, assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. THE INSPECTION AND REPORT ARE NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, EFFICIENCY OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. The inspection and report is also not a certification of any kind. The parties further agree that the maximum liability of the COMPANY, and its employees and agents, for any loss or damage, in the event the COMPANY, or its employees or agents, are negligent, in breach of contract, or otherwise at fault in the performance of its obligations, shall be limited to a sum equal to the COMPANY'S fee for the inspection service. The COMPANY shall not be construed as insuring against any defects or deficiencies not contained in the inspection report and subsequently discovered by the CLIENT.

9. In the event of a discrepancy, dispute or claim arising from the performance of the INSPECTION by the COMPANY and/or its inspectors, the CLIENT agrees to promptly notify the Company in writing by U.S. Certified Mail. CLIENT guarantees the COMPANY the right to examine the subject matter of any claim, prior to the CLIENT'S performance of any remedial action (unless of an emergency nature or for the safety of persons or property). This is a condition precedent to CLIENT'S claim.

11. Any controversy or claim arising out of or related to this Contract, or any breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon award rendered by the arbitrators may be entered in any court having jurisdiction. Any such claim shall be waived unless the demand for arbitration shall be made within one (1) year from the inspection date. If a legal action or demand is filed by the CLIENT against the COMPANY and/or its inspectors, and the COMPANY and/or its inspectors successfully defends the claim of the CLIENT, the CLIENT agrees to pay the COMPANY, and/or its inspectors, reasonable attorney's fees, court costs, administrative fees, and any other costs and expenses incurred in defending against such claim.

12. If CLIENT is married, CLIENT represents the actual authority to sign for CLIENT'S spouse.

13. A facsimile (FAX), electronic message (E-mail), photocopy, or other electronically based media form of this Agreement and any electronic signatures hereunder (the "I Agree" button) shall serve to establish the same legal authority as an original, signed, paper document.

14. If a paragraph, clause, sentence or other part of this Agreement is for any reason held to be invalid or unenforceable in any respect, such a decision shall not affect the remaining portions of this Agreement, which shall continue in full force and effect.

15. Radon Gas - the EPA recommends that ALL home buyers have an indoor Radon test conducted. Radon is a Class A carcinogen and the second leading cause of lung cancer, estimated to cause 15,000-20,000 deaths in the US annually. According to the EPA's Map of Radon Zones, the Atlanta and surrounding areas are ranked as Zone 1 and 2 (highest Radon potential in Georgia). I have read and fully understand the disclosure above and:

_____ a) I elect to have World Class Home Inspections LLC conduct an indoor Radon test according to EPA Protocols for an additional fee of \$150.00 when performed at the time of the inspection. \$200.00 if scheduled for a later date.

_____ b) Against the strong recommendation of the EPA and World Class Home Inspections LLC, I elect NOT to test the home for the presence of indoor radon gas, and assume all liability for elevated Radon concentrations that such a test would have revealed, if discovered after the transaction closes.

16. Mold Like Substance-IESO (Indoor Environmental Standards Organization) recommends all mold like substances be sampled and tested to identify the species of fungi. Identification of species is needed to determine if species is an allergen, pathogen or toxin. Only after identification can a proper remediation method be determined. I have read and fully understand the disclosure above and:

_____ a) I elect to have World Class Home Inspections LLC sample for testing any visible mold like substance if found during the home inspection process. I understand sampling incurs additional fees above the home inspection fees. Contact sample(tape/swab) lab fee is \$95.00 ea. Air sample lab fee is \$125.00 ea. Total number of samples taken will be agreed upon by client and inspector. Payment for lab fees is required at the time of sampling.

_____ b) I elect NOT to have World Class Home Inspections LLC, perform sampling of any mold like substances if found during the home inspection process. I assume all responsibility and liability for the results that such sampling may have revealed. I'm holding World Class Home Inspections only responsible for reporting mold like substance if visible at the time of the home inspection.

17. This Agreement represents the entire agreement between the parties. 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 assigns.

The undersigned has read, understood, and accepted the terms and conditions of this agreement and agrees to pay the charges specified above. The Client also understand for any reason this contract is not signed by the client but, makes a payment the client agrees to all of the terms above.

I/WE HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREE TO PAY THE FEES LISTED ON FINAL INVOICE.

Client Signature _____ Date

Client Signature _____ Date

Inspectors Signature _____ Date
