

PRE-INSPECTION AGREEMENT

Subject Property to be Inspected:
Inspection Date:
Inspection Time: () AM () PM
Client(s) Name:
Client(s) Present Address:

Inspected By:
License No.:
Inspection Fee:
Authorized Recipient(s) of the Report:

PLEASE READ THIS DOCUMENT AND ANY ATTACHED ADDENDA CAREFULLY. IT CONTAINS PROVISIONS THAT LIMIT YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. IF YOU HAVE ANY QUESTIONS REGARDING THE TERMS OF THIS PRE-INSPECTION AGREEMENT YOU SHOULD DISCUSS THEM WITH THE INSPECTOR PRIOR TO SIGNING THIS AGREEMENT.

The Client(s) identified above authorizes the above-identified inspection company, hereinafter referred to as "the Company", to provide the following inspection services at the above identified Subject Property, and agrees to pay the price identified above to the Company for the performance of the inspection(s) and issuance of the inspection report(s).

- 1. Client Attendance and Permission to Access Subject Property:** The Client acknowledges that Client and/or any authorized representative has been encouraged to attend and participate in the inspection and recognizes that failure to do so may result in less than a complete understanding of the findings. The Client further acknowledges that such participation is at the Client's own risk. The Client warrants that permission has been secured for the Company to enter and inspect the Subject Property.
- 2. Scope of Work:** The scope of this inspection is defined and limited by the standards, limitations, exceptions, and exclusions as contained in division (C) of section 4764.01 of the Revised Code, ORC Ann. 4764.01, et seq., OAC Ann. 1301:17-1-01, et seq., and this Pre-Inspection Agreement. Inspectors who perform home inspections are not required to identify or disclose a property's concealed conditions, latent defects or cosmetic deficiencies that do not significantly affect a property's system or part of a system's performance for the system's intended purpose. A licensee's inspection is limited to a visual and not a technically exhaustive examination of readily accessible components and systems as of the specific date and time that the inspection occurred.
- 3. Definitions and Purpose of the Inspection:** **Home inspection** means the process by which a home inspector conducts a visual examination of the readily accessible components of a residential building for a client. Home inspection does not include pest inspections; environmental testing; inspection of any property or structure conducted by an employee or representative of an insurer licensed to transact business in this state under Title XXXIX of the Revised Code for purposes related to the business of insurance; or determination of compliance with applicable statutes, rules, resolutions, or ordinances, including, without limitation, building, zoning, or historic codes. **Readily accessible** means available for visual inspection without requiring a person to move or dismantle personal property, take destructive measures, or take any other action that will involve risk to a person or to the property.
- 4. Inspection Report:** the Company shall prepare a home inspection report in accordance with Chapter 4764 of the Revised Code and rules adopted thereunder. The Client and the Company agree that the Company will provide the written report prepared by a licensed home inspector for compensation and issued after an on-site inspection of the Subject Property. The report shall include all of the following: (a) information on any system or component inspected that, in the professional opinion of the inspector, is deficient to the degree that it is deficient; (b) the inspector's recommendation to repair or monitor deficiencies reported; (c) a list of any systems or components that were designated for inspection in the standards of practice adopted by the board under division (A)(10) of section 4764.05 of the Revised Code but that were not inspected; and (d) the reason a system or component listed for inspection was not inspected.
- 5. Inspection Limitations & Exclusions:** The limitations and exclusions identified in this paragraph are in addition to any specific exclusions identified for each individual system and component outlined in OAC Ann. 1301:17-1-17. An inspection is not technically exhaustive. An inspection will not identify concealed or latent defects. An inspection will not deal with aesthetic concerns or what could be deemed matters of taste, cosmetic defects, etc. The Company **IS NOT REQUIRED TO DETERMINE OR OFFER AN OPINION ABOUT:** (a) The condition of a system or part of system installed in a property that is not readily accessible; (b) The estimated remaining life of a system or part of a system; (c) The adequacy or efficiency of a system or part of a system; (d) The source or causes of conditions or deficiencies in a property; (e) The estimated costs to correct deficiencies in a property; (f) Forecasting future conditions about a property, including but not limited to, forecasting the failure of systems or parts of system in a property; (g) The appropriateness or suitability of a property for any use other than for residential purposes; (h) The compliance of a system or parts of a system in a property with past, present or future requirements which include but are not limited to codes, regulations, laws, ordinances, builder specifications, installation and maintenance instructions, care or use guides; (i) The marketability or market value of a property; (j) The presence at a property of any animals, plants, environmental hazards or substances that may be hazardous or harmful to any living being; (k) The presence of and/or effectiveness or efficiency of any system installed at a property to control or remove any animals, environmental hazards or substances from a property; (l) The estimated operating cost of a system or parts of a system; (m) The sound quality or acoustical

properties of a system or parts of a system; (n) Soil conditions relating to geotechnical or hydrologic specialties; (o) Determine or report on materials, conditions, systems or parts of systems subject to recall, litigation, or other adverse claims or conditions; (p) The legality of any contract or contract term pertaining to a property. 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: (a) Asbestos; (b) Radon; (c) Oil, gasoline or any other petroleum product; (d) Lead; (e) Urea formaldehyde; (f) Mold; (g) Mildew; (h) Fungus; (i) Odors; (j) Noise; (k) Toxic or flammable chemicals; (l) Water or air quality; (m) PCBs or other toxins; (n) Electromagnetic fields; (o) Underground storage tanks; (p) Proximity to toxic waste sites or sites being monitored by any state or federal agency; (q) Carbon monoxide; (r) The presence of or any hazards associated with the use or placement of contaminated drywall at the Subject Property; or any other environmental or health hazards, unless otherwise agreed to and an additional fee paid. The Company **IS NOT REQUIRED TO OFFER**: (a) Performance of any acts or services contrary to law or government regulations; (b) Performance of any other trade or professional services other than a home inspection; (c) Evaluation of any other trade or professional services performed on a property by others; (d) Offer any warranties or guarantees regarding the property inspected. The Company **IS NOT REQUIRED TO OPERATE**: (a) Any systems or parts of a system that cannot be operated by normal operating controls or are inoperable, disabled, shut-off, or otherwise where conditions prohibit; (b) Any devices designed to protect systems or parts of a system from unsafe condition including, but not limited to, automatic safety controls. The Company **IS NOT REQUIRED TO ENTER**: (a) An area of the property that in the inspector's judgment is likely to be dangerous to the inspector or to other persons or is likely to cause damage to a property, its systems or components; (b) Any property crawl space or attic that, in the inspector's determination, is not readily accessible. The Company **IS NOT REQUIRED TO INSPECT**: (a) Any items underground on the property, including but not limited to, storage tanks, septic systems, underground piping and wells, whether abandoned or active; (b) Any items that are not installed in a property; (c) Any decorative items installed in a property; (d) Any detached structures on a property other than garages or carports; (e) Any common area property found in common areas for condominium or cooperative housing; (f) Every occurrence of multiple similar parts of a system; (g) Any outdoor cooking appliances. The Company **IS NOT REQUIRED TO**: (a) Perform any procedures, operations or inspection at the property that is, in the inspector's judgment, likely to be dangerous to the inspector or to other persons or is likely to cause damage to a property, its systems or components; (b) Move any items, including but not limited to, any personal property, including furniture, plants, soil, snow, or other debris; (c) Take apart or dismantle any property systems or parts of a system, except as required by regulation; (d) Adjust any devices, systems or parts of a property system, except as required by regulation; (e) Ignite or extinguish any fires, pilot lights, burners or other open flames that require manual ignition on any fuel-burning appliances; (f) Probe any surfaces that could, in the inspector's professional opinion, be damaged or where no deterioration is visible or presumed to exist. The Company **IS NOT REQUIRED TO DETERMINE** whether any system or component of the Subject Property has been affected by the illegal manufacture, distribution, storage, possession or sale of any illicit drugs, products, or by-products, including, but not limited to, methamphetamines, and including all chemicals, tools, household fixtures or appliances used to facilitate such illegal activities.

6. **Disclaimer of Warranty:** The Client understands that the inspection and report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. Additionally, neither the inspection nor the report is a substitute for any real estate transfer disclosures that may be required by law.

7. **Notice of Claims:** The Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. The Client also agrees to allow the Company ten (10) days to come to the Subject Property to inspect and evaluate any condition complained of by the Client to the Company and not to make, or allow others to make, any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency.

8. **Choice of Law:** This Pre-Inspection Agreement shall be governed by Ohio law. If any portion of this Agreement is found to be invalid or unenforceable by any court the remaining terms shall remain in force between the parties.

9. **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. The Client further understands and agrees that it is impracticable and extremely difficult to fix actual damages, if any, which may result from a failure to perform such services. 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, any form of negligence (except gross 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 Pre-Inspection Agreement or arising out of, from or related to the inspection or report, 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 waives any claim for consequential, exemplary, special, or incidental damages or for the loss of the use of the Subject Property even if the Client has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the Company and the Client; and (iii) to enable the Company to perform the inspection at the stated fee. The Client understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision.

10. **Responsibility for Return Inspections:** The Client understands that if any systems and/or components of the Subject Property cannot be inspected due to unforeseen circumstances during the inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the Subject Property later to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the report.

11. **LIMITATION ON TIME TO BRING LEGAL ACTION. PLEASE READ CAREFULLY:** Pursuant to ORC Ann. 4764.17(B), "an action for damages that is based on professional services that were rendered or that should have been rendered by a licensed home inspector shall not be brought, commenced, or maintained unless the action is filed within one (1) year after the date that the home inspection is performed." In addition to that provision, the Client further agrees that **any action for damages must be filed within one (1) year after the date that the home inspection is performed regardless of when the Client first discovers the facts supporting such possible claims as identified herein.** Failure to bring said action within one (1) year of the date of services shall be a complete bar to any such action a full and complete waiver of any rights, actions or causes of actions that may have arisen thereon.

12. **Entire Agreement:** This Pre-Inspection Agreement and any subsequent report issued to the Client by the Company represent 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. The inspection is being performed for the exclusive use and benefit of the Client. 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.

13. **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 the terms and conditions on all pages of this Agreement, including the provisions for limitation of liability, and the other 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.

I have read and agree to each of the terms, conditions, limitations and exclusions of this Pre-Inspection Agreement and any attached addenda.

Client's Signature: _____ Date: _____

Client's Name: _____

Please Print

Inspector's Signature: _____ Date: _____

Inspector's Name: _____

Please Print