

PRE-INSPECTION AGREEMENT
[PLEASE READ CAREFULLY]

Thompson Inspection Services, Inc. agrees to conduct an inspection at:

_____ for the purpose of alerting _____
thereinafter "Client") to major defects and deficiencies in the condition of the Property. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the Client. Client agrees to pay Inspection Company for the inspection report the sum of \$_____ payable upon receipt of Inspection Company's report.

The written report will include an evaluation of the following only:

- Foundation and framing;
- Electrical, plumbing, water heater, heating and air condition systems;
- Pest inspection;
- Basement;
- Interior finishes (accessible and visible areas);
- Attic ventilation and visible insulation;
- Exterior, flatwork, decks, roof, chimney, roof water drainage system, wall cladding, doors and windows; and
- Kitchen and baths.

It is understood and agreed that this inspection will be conducted in accordance with the American Society of Home Inspectors (ASHI) standards of practice. A copy of these standards will be made available upon request or can be obtained by calling ASHI at 1-800-743-2744. The inspection will cover readily accessible areas of the building/property and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from the inspection; equipment, items and systems will not be dismantled, nor will furniture, appliances or personal effects be moved to conduct this inspection. It is further understood and agreed that Inspection Company shall not perform any geological studies and/or soil studies, nor is Client relying upon Inspection Company to perform the same. Such studies include but are not limited to any water runoff or flooding issues which may be present upon the Property or on property adjoining the Property.

Maintenance and other items may be discussed, but they are not a part of our inspection. The report is not a compliance or certification for past or present governmental codes or regulations of any kind.

The inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards, including but not limited to radon gas, lead paint, asbestos, urea formaldehyde and toxic or flammable chemicals. Also excluded are inspection and reports on spas, swimming pools, wells, septic systems, security systems, water softeners, fire suppression systems and lawn and garden irrigation systems.

The parties agree that Inspection Company and its 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 damages, consequential damage or bodily injury of any nature. THE INSPECTION AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OF OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. IT IS UNDERSTOOD AND AGREED THAT SHOULD INSPECTION COMPANY AND/OR ITS AGENTS OR EMPLOYEES BE FOUND LIABLE FOR ANY LOSS OR DAMAGES RESULTING FROM A FAILURE TO PERFORM ANY OF ITS OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE, THEN THE LIABILITY OF INSPECTION COMPANY OR ITS AGENTS OR EMPLOYEES SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE FEE PAID BY THE CLIENT FOR THE INSPECTION REPORT.

THIS AGREEMENT IS INTENDED SOLELY for the use of Client. No other party is intended as a beneficiary hereunder. This Agreement is not assignable. Client hereby agrees that Client will not disclose the results of this inspection and report to any third party without the express written consent of Inspection Company. Client further warrants that Client has requested this inspection for Client's own use only.

Statute of Limitations: Any claims must be presented within one (1) year of the date of the inspection. Inspection Company shall have no liability for any claims presented one (1) year after the date of the inspection. Time is expressly of the essence herein.

Arbitration: Any and all disputes between the parties, whether in contract or tort, shall be settled by arbitration before the American Arbitration Association, and any award rendered thereon shall be submitted to a court of competent jurisdiction.

Entire Agreement: This Agreement constitutes the entire agreement between Inspection Company and Client. All statements and representations, whether made prior to or during the inspection, shall be merged into the written Agreement and report and superseded thereby and not be relied upon by Client.

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

Severability: Inspection Company and Client agree that should a court of competent jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

Disputes: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Property, as limited herein, shall be made in writing and reported to Inspection Company within ten (10) business days of discovery. Client further agrees that, with 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 Inspection Company. Client understands and agrees that any failure to notify Inspection Company as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

Thompson Inspection Services, Inc.

DATED:

By

CLIENT:

DATED:

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