

CHN Inspections, LLC

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CONTRACT AGREEMENT

Client:

Property Address:

Inspection Date:

I/We (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by CHN Inspections, LLC. Such inspection to be for my/our sole use and benefit. I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have. The purpose of the home inspection is to advise you of conditions at the property which need service and may have a financial impact on your purchasing or selling decision. We do not guarantee or provide a warranty for any items inspected, evaluated, or reported on as part of the inspection. Home Warranty Insurance is available through many companies and if you desire to insure all or portions of the major systems and components we suggest that you arrange for such insurance. Your initials below indicate that you understand and agree that the home inspection service that we provide is not a guarantee or warranty for any portion of the property inspected. Initial Here _____

SCOPE OF INSPECTION

The scope of the inspection and 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 major repair. The inspection will be performed in compliance with generally accepted standards of practice, a copy of which is provided to you, or can be reviewed on line at www.ashi.org.

OUTSIDE SCOPE OF INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is 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. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION:

Specific components noted as being excluded on the individual systems inspection forms

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 or personal property
Adequacy or efficiency of any system or component
Prediction of life expectancy of any item
Building code or zoning ordinance violations
Geological stability or soils condition
Structural stability or engineering analysis
Termites, pests or other wood destroying organisms
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 spas bodies and underground piping
(Some of the above items may be included in this inspection for additional fees - check with your inspector)

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

I have received and will review a copy of, or agree to review on line, the American society of Home Inspector's Standards of Practice and Code of Ethics. These documents provide additional information about how the inspection is conducted.

Initial Here _____

DISCLOSURE AND RELEASE REGARDING MOLD

Client is hereby advised that mold and/or other microscopic organisms may exist at the property and such microscopic organisms and/or mold may cause physical injuries including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons.

Client acknowledges and agrees to accept full responsibility/risk for any matters that may result from microscopic organisms and/or mold and to hold harmless, release and indemnify CHN Inspections, LLC, their officers, employees, agents, heirs, executors, administrators, and successors from any liability/recourse/damages (financial or otherwise).

Client hereby acknowledges reading this disclosure and release, and is aware of the conditions set forth therein. This disclosure and release is executed voluntarily and with full knowledge of its significance.

CHN Inspections, LLC inspectors are not qualified to inspect property for mold or make recommendations or determinations concerning possible health or safety issues. The purpose of this disclosure is to put clients on notice to conduct their own due diligence regarding this matter using appropriate, qualified experts.

Initial Here _____

Radon Test Recommendation

Because Radon is a Class A carcinogen and the second leading cause of lung cancer, the EPA (Environmental Protection Agency), the Surgeon General, the Consumer Federation of America and CHN Inspections, LLC, strongly recommends that home buyers conduct a Radon Test before purchasing. A qualified contractor can easily reduce elevated levels.

_____ I authorize CHN Inspections, LLC, to perform a Radon Test of for an additional fee of \$140.00

_____ I decline the radon test at this time.

I HAVE READ AND AGREE TO THE ABOVE SCOPE OF INSPECTION.

ARBITRATION: 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. The Arbitrator shall allow summary judgment and motions to dismiss and enforce full discovery rights as a Missouri court would as provided in civil proceeding.

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.

USE BY OTHERS: Client promises Inspector that client has requested this inspection for Client's sole use and will not disclose any part of the inspection report to any other person with these exceptions **ONLY:** one copy may be provided to the current seller(s) of the property for their use as part of this transaction only, and one copy may be provided to the real estate agent representing Client and/or bank or other lender for use in Client's transaction only.

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

SEVERABILITY: Client and inspector agree that should any portion of this contract be void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES: Client understands and agrees that any defect that the Inspector allegedly failed to accurately list in the report that was visually discernible at the Subject Property, shall be described in writing and sent to the inspector within ten 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 reinspection by the inspector. Client understands and agrees that any failure to notify in writing the Inspector as stated above or allow entry to reinspect shall constitute a full waiver of any and all claims for said failure to accurately report the condition in question. Client also agrees that due to the dynamic nature of residential properties which require ongoing maintenance, and repair, any claim for failure to accurately report a condition must have been submitted prior to expiration of a period of 90 days from the date the inspection was completed or it is waived.

LIMITATIONS ON LIABILITY

INSPECTOR ASSUMES NO LIABILITY FOR THE COST OF REPAIR OR REPLACEMENT OF UNREPORTED DEFECTS OR DEFICIENCIES EITHER CURRENT OR ARISING IN THE FUTURE. CLIENT ACKNOWLEDGES THAT THE LIABILITY OF INSPECTOR ITS AGENTS AND/OR EMPLOYEES FOR CLAIMS OR DAMAGES, COSTS OF DEFENSE OR SUIT, ATTORNEY'S FEES AND EXPENSES ARISING OUT OF OR RELATED TO THE INSPECTOR'S NEGLIGENCE OR BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT INCLUDING ERRORS AND OMISSIONS IN THE INSPECTION OR THE REPORT SHALL BE LIMITED TO LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO THE FEE PAID TO THE INSPECTOR, AND THIS LIABILITY SHALL BE EXCLUSIVE. CLIENT WAIVES ANY CLAIM FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES OR FOR THE LOSS OF THE USE OF THE HOME/BUILDING 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 INSPECTOR AND CLIENT, (III) TO ENABLE THE INSPECTOR TO PERFORM THE INSPECTION AT THE STATED FEE.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY EITHER PARTY.

I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITION OF THIS CONTRACT AND AGREE TO PAY FEE LISTED.

Signed: _____ Date: _____
Client

Signed: _____ Date: _____
CHN Inspections, LLC – Inspector

Inspection Fee: _____
Termite Fee: _____
Radon Fee: _____
Sewer Lateral Fee _____
Other Fee: _____
Total Fee: _____