

Carlson Inspection L.L.C. Inspection Agreement

Please read this agreement carefully

This INSPECTION AGREEMENT ("agreement") is entered into this _____ day _____ of _____ by and between Carlson Inspection Services, L.L.C. ("INSPECTOR"), and

_____ (Hereinafter referred to as the "Client"). If CLIENT is married, CLIENT represents the actual authority to sign for CLIENT'S spouse. WHEREAS, INSPECTOR is in the business of making visual inspections of visible and accessible areas of certain real properties and the premises and fixtures thereon (hereinafter referred to as the "premises"), which inspections are intended to assist Owners, or agents acting on behalf of Owners, Buyers, or other agents, or Real Estate Agents of the specified Premises making an evaluation and/or determination of the condition of the same. The inspection and report are subject to the limitations and conditions attached to the report and made a part thereof. AND WHEREAS, CLIENT desires to have the specific Premises located at: _____

Inspected: NOW THEREFORE, the parties hereto agree as follows:

1. INSPECTOR hereby agrees to perform a physical inspection of the premises specified above to the best of the INSPECTOR'S ability and to the extent and scope indicated on INSPECTION REPORT # _____ ("REPORT") which is hereby made a part of this Agreement, on or before _____ or other date as may be mutually agreed upon between the parties. CLIENT is urged to attend the inspection and by failing to so attend loses the opportunity to learn important information from the INSPECTOR about the conditions of the premises. INSPECTOR further agrees to be available to CLIENT to answer any questions the CLIENT OR THE CLIENT'S AGENT may have, if any, regarding the information disclosed on the INSPECTOR'S written Report.
2. CLIENT hereby agrees to pay to INSPECTOR, as consideration for the foregoing services, the sum of (\$ _____) _____ dollars for the services described in item #1 supra as further described in the REPORT, which fee shall be paid upon completion of the inspection. A written report will be delivered or mailed to CLIENT as soon as is reasonably possible with further copies available upon request.
3. CLIENT hereby understands and acknowledges that although INSPECTOR has used its best efforts in making a visual inspection of the visible and accessible area of the Premises specified above, the same should not be construed in any way whatsoever, as being a warranty or guarantee of any kind or nature of the Premises and/or equipment thereon. INSPECTOR MAKES NO REPRESENTATION THEREBY, EITHER DIRECT OR INFERRED, WHICH SHOULD BE CONSTRUED AS A WARRANTY OR GUARANTEE as to the CONDITION, FUTURE USES, OR SAFETY of the premises inspected, Client further understands and acknowledges that INSPECTORS Report is confidential in nature and for the sole and exclusive

use of the CLIENT in making a determination of the general condition of the Premises. Neither the report, nor its contents of this report, nor any representation made therein are assignable or transferrable without the express written permission of the INSPECTOR. CLIENT hereby indemnities and hold harmless INSPECTOR against any claims, actions, liabilities, judgments, attorney's fees or other charges whatsoever which may be made against them by any third party in connection with the inspection made on the above specified Premises.

4. It is further understood and acknowledged by CLIENT that INSPECTOR MAKES NO REPRESENTATIONS HEREBY as to whether or not the premises comply with STATE, COUNTY, OR MUNICIPAL BUILDING CODES. This inspection does not include any research, radon hazard zones, flood hazard zones, ordinances, or permit history of the property, or any other conditions which are a matter of public record.
5. The inspection report is not intended to reflect the value of the premises, or to make any representation as to the advisability or inadvisability of purchase.
6. The client is urged to have the property tested for radon and mold. Client hereby understands, acknowledges and agrees that the inspector has no liability present or future, direct or implied, related to the possible presence or danger from asbestos, radon, mold, lead or any other toxic chemicals such as methamphetamines, insecticides or their residuals.
7. CLIENT hereby understands, acknowledges and agrees that INSPECTOR has NO liability, present or future, direct or implied related to the condition or safety of the Premises inspected, nor does the INSPECTOR have any liability for any damage or injury sustained on the premises, whether or not the same are a result, direct or indirect, of the condition INSPECTOR'S report of the premises or a condition INSPECTOR has failed to indicate in his report. CLIENT acknowledges that the INSPECTOR is a generalist and not a specialist and do not perform technically exhaustive examinations or engineering evaluations of the subject house, components thereof and equipment therein. Because of the limited nature of the inspection relative to the value of the property, and because a technically exhaustive study would be significantly more expensive, the parties agree and acknowledge to allocate benefits and risks of limited inspection arising out of this agreement from any cause or causes, shall not exceed the total fee for this inspection. It is agreed that any such claim shall be made, in writing, within 90 days of the date of inspection. The inspector shall be notified and given a reasonable opportunity to inspect any disputed item or system before repairs are made.
8. CLIENT is urged to read the Seller's property disclosure. The report is not intended to substitute for, override, or relieve the Seller, or their Agents, of any responsibilities concerning any Seller's statements, or Agents statements, errors, omission, or misrepresentations.
9. If any portion of this agreement is found invalid or unenforceable by any court of qualified jurisdiction, the remaining provisions shall remain in force between parties. ARBITRATION OF DISPUTES. If any controversy or claim related to this contract or our inspection arises, it shall be filed within a reasonable time after discovery of the problem, and in no event later than 90

days from the date of inspection, and shall (at our option) be settled by mediation and if not resolved, by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association. Only licensed architects, professional home inspectors, engineers, or professional contractors will be eligible to serve as the arbitrator. If we choose to have a dispute settled by arbitration or legal action in which we are found to be without fault, you agree to reimburse us for any attorney's fees incurred in our defense of the proceeding.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the date first above written.

By: _____
CLIENT

By: _____
CARLSON INSPECTION SERVICES

PLEASE READ THIS AGREEMENT CAREFULLY