

RESIDENTIAL PROPERTY INSPECTION AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. CONSULTATION WITH AN ATTORNEY OR OTHER PROFESSIONAL MAY BE APPROPRIATE. THIS AGREEMENT ALSO CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING!

The Real Property Address: _____ Date: _____ Time: _____

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the Property at: _____, this _____ day of _____, year 20____, by and between Long Trail Inspections LLC (hereinafter "Inspector") and the undersigned ("Client"), collectively referred to herein as "the parties" or "customer".

The undersigned Client hereby requests a Residential Property Inspection of the primary residence and all appurtenant structures at the above address, to be conducted by the above inspection company (herein referred to as the Inspector), for the Client's sole use and benefit. Client agrees to carefully read the entire Agreement and Inspection Report as they receive them and promptly call the Inspector with any questions Client may have. To the extent any information discussed in any said oral communications are important to Client, such discussions shall be incorporated into this Agreement in writing and signed by each of the parties or such discussions shall be superceded by the Inspection Report. Client warrants that all necessary approvals have been secured for Inspector's safe entrance onto the subject property.

The terms below govern this Agreement.

- 1. The fee for our inspection is \$_____, payable [in full \$ _____] at a time [before] the appointment.
2. We will perform a visual inspection of the home/building and provide you with a written report identifying the defects that we (1) observed and (2) deemed material. The report is only supplementary to the seller's disclosure.
3. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at www.nachi.org/sop.
4. Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, we will not test for mold.
5. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties.
6. LIMITATION ON LIABILITY AND DAMAGES. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future.
7. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located.
8. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises.
9. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business.
10. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect.
11. Past-due fees for your inspection shall accrue interest at 8% per year.
12. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.
13. You may not assign this Agreement.
14. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it.
15. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.
16. STATUTE OF LIMITATIONS: THE PARTIES AGREE THAT NO LEGAL ACTION OR PROCEEDING OF ANY KIND, INCLUDING THOSE SOUNDING IN TORT OR CONTRACTS MAY BE COMMENCED AGAINST THE INSPECTOR OR THE INSPECTION COMPANY, OR ITS OFFICERS, AGENTS OR EMPLOYEES MORE THAN ONE YEAR AFTER THE DATE OF THE SUBJECT RESIDENTIAL PROPERTY INSPECTION.
17. This Residential Property Inspection is limited to a visual examination of the structures, components, features, systems or items that are normally exposed and readily accessible during the time of the Residential Property Inspection.

Customer acknowledges that he/she/they have read and understood all the terms, conditions and limitations of this Agreement. The Customer agrees to be bound thereby, and in consideration for the services provided by Inspector, the Customer agrees to pay the Property Inspection Fee listed above. Customer specifically acknowledges and agrees to the mediation, arbitration, waiver of jury trial, waiver of consequential and punitive damages, and liquidated damages provisions hereof.

x _____
CLIENT (Date)

x _____
INSPECTOR (Date)