

PRE-INSPECTION AGREEMENT

Client: _____

Subject Property: _____

IN CONSIDERATION of the fee being paid for this inspection and the services rendered. Spectro Home Inspections LCC (the Inspection Company) and Client agree that: the purpose of the inspection is to identify and disclose to you the visible and apparent condition of the major systems as these conditions prevailed at the time and date of the inspection. The report pertains to readily accessible areas of these included systems. Defects that would be considered very obvious to a casual observer may not be included in the report. **The guidelines, established by the American Society of Home Inspectors in the ASHI® "Standards of Practice" and "Code of Ethics", are used as a basis for the inspection.** Furniture, appliances, items in storage, etc. are not moved for the inspection. The home is not specifically inspected for compliance with the various governmental or non-governmental codes or regulations. We do not perform water, air, soil, pest or materials analysis, including those for health or environmental considerations, (i.e. asbestos, radon, urea formaldehyde, fungus, microbial growth, water pollutants, or lead contaminants). The inspection is essentially visual; it is based upon the experience and opinion of the inspector, and it is not meant to be technically exhaustive. Latent and concealed defects and deficiencies are excluded from this inspection. The home is not specifically inspected for termite infestation. However, if any termite damage is observed, it will be noted in the report. **This report is not meant to be a warranty or guarantee, express or implied, of adequacy or performance of structures, systems, or their component parts.**

The following exterior items are not included in the general home inspection: Solar heating systems, trees, sprinkler systems, swimming pools, septic systems, spas, outbuildings, tool sheds, fences, private wells, low voltage wiring and fixtures, patio equipment and patio covers.

The following interior items are not included in the general home inspection: Window air conditioners, water softeners / conditioners, fireplace / chimney flues, fireplace inserts, wood stoves, gas space heaters, portable appliances, central vacuum systems, alarms, intercoms, cable / phone and or low voltage wiring, humidifiers, freezers and ice makers.

Kitchen appliances and laundry equipment are checked as well as possible within the confines of a building inspection. For example, the heating elements of an oven can be checked to see if it heats up, but oven calibration is beyond the scope of a building inspection. In the same way, refuse is not used to test a garbage disposal; dishes are not washed in the dishwasher, etc. Wet crawlspaces or those with low headroom are not entered but examined from the access opening. Attics are entered if an access opening is readily accessible. It is the Clients responsibility to verify that all utilities are turned on prior to inspection. Electrical or mechanical systems that have been shut down are not inspected. In addition, if these systems do not respond to normal controls, then the system cannot be activated or operated. The inspector does not examine any systems whose utilities are off.

Foundation Settlement Cracks and Bulges: If these are readily visible they are noted at the time of the inspection. The critical question in evaluation of any cracks or bulges is whether the movement is ongoing or has stabilized. Ongoing movement cannot always be determined in a single inspection. It is the responsibility of the client to monitor any cracks or bulges to determine if the movement is ongoing. If movement is detected seek the advice of a professional engineer or competent foundation contractor.

Heating systems are checked for proper operation. Normal burner and fan (if present) operation is verified. Heat exchangers are 90% hidden from view and aren't inspected during this limited type of inspection, although their general condition may be noted. Humidifiers are not inspected, although their general condition may be noted. Central cooling systems are not activated when the ambient temperature is below 65 degrees, as damage to the compressor may result due to the lack of lubrication (we suggest asking the seller to warrant the unit for a one time start-up in warmer weather). When the outside temperature is moderate, the cooling power of the system can only be estimated, as there is no load on the system in such circumstances.

Initials _____

INSPECTION AGREEMENT (continued)

It is understood and agreed to by both parties that Spectro Home Inspections LLC is not an insurer, and is not insuring the property inspected against defects or the future condition of this property, its structural components, or its various plumbing, mechanical and/or electrical systems. Virtually every home will have some minor flaws or defects not identified in the report. We can reduce your risk in purchasing, but we can't eliminate it nor do we assume it. **Spectro Home Inspections LLC will assume no liability for any disputes presented 125 days or more after date of inspection.** This report is for the sole benefit of the named client. Third parties that utilize the contents of this report for their own use, do so at their own risk, and assume all risks and liabilities of such action. In the event that the client feels that there has been a misrepresentation of the property or its components by the Inspection Company, the client agrees to notify Spectro Home Inspections LLC within 10 days following this discovery, and to allow the Inspection Company to re-examine these conditions before making any remedial repair and /or replacements. Failure to do so will constitute a waiver of any further responsibility of the Inspection Company.

In the event the client or any third party makes claim that we have been negligent in making the inspection and/or preparing the report, or if the client is not satisfied that we have fully satisfied our obligations and duties under this inspection agreement, all parties agree the claim against Spectro Home Inspections LLC will be limited and Shall Not Exceed the Lesser of the Actual Cash Value of the Non-Disclosed Material Defect, or the Cost to Repair Less Depreciation.

Spectro Home Inspections LLC is not an insurer and does not provide a home warranty or home guarantee; however there are Home Warranty Program's available through 3rd party groups at an extra cost. If the property is being sold with a third party warranty, any claim must be filed against the Warranty Company not Spectro Home Inspections LLC.

Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be determined by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall be mandatory, and the award determined by the arbitrator(s) shall be final, conclusive and binding on all parties. The judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

In the event that any clause in this agreement is found to be invalid by a court of law this will not invalidate any other portion of the agreement.

This agreement contains the entire understanding between The Inspection Company and the Client. There are no other representations, warranties, or commitments expressed or implied except as are specifically set forth herein. This agreement supersedes any and all representation or discussion, whether oral or written, if any, among the parties relating to the subject matter of this agreement. This agreement may be modified, altered or amended only by a writing signed by Inspector and Client.

Home Inspection Fee: \$ _____

Client agrees to have the subject property inspected by Spectro Home Inspections LLC according to the preceding conditions.

Client Signature _____ Date _____

Client Signature _____ Date _____

Inspector _____ Date _____

Michael Leiden ACI #203540

SPECTRO////////
Home Inspections