

INSPECTION AGREEMENT

Client: _____ hereby requests, and **ASSURED INSPECTIONS (AI)**, hereby agrees that **AI** will perform a visual, non-invasive inspection (the **“Inspection”**) at the Property located at _____ subject to the terms, conditions and limitations contained in this Inspection Agreement (the **“Agreement”**). In consideration of the inspection to be performed by AI, Client agrees to pay the Inspection Fee as set forth on to the Invoice (the **“Inspection Fee”**).

1. **Scope of Inspection.** The Inspection conducted by AI is a non-exhaustive visual evaluation of the overall condition of the Property, and is not intended to reflect the value of the Property, nor provide any representation as to the advisability of any purchase of the Property. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation will be performed by AI during the inspection AI will inspect readily accessible built-in appliances, mechanical, electrical and plumbing systems, and the essential internal and external structural components of the Property performed pursuant to the Standards of Practice of the International Association of Certified Home Inspectors (the **“Standards”**) available at <http://www.nachi.org/sop.htm>. By signing below, Client acknowledges receipt of a copy of the Standards.
2. **Inspection Report.** AI will perform the Inspection and provide Client with a written report (the **“Inspection Report”**) identifying the defects that AI both observed and deemed material. The Inspection Report will identify the systems, structures or components of the Property that were inspected, any material defects identified as in need of immediate repair, and any recommendations regarding the conditions observed or recommendations for further evaluation by appropriate experts. The Inspection Report is the opinion of AI reflecting the visual conditions of the Property at the time of the Inspection only. The Inspection Report will not be technically exhaustive, or imply that every component was inspected, or that every possible defect was discovered.
3. **Payment of the Inspection Fee.** Payment of the Inspection Fee is due upon completion of the Inspection. Should Client fail to pay the Inspection Fee when due, Client agrees to pay all costs of collection, including attorneys’ fees, incurred by AI. If Client is a corporation, limited liability company, or similar limited liability entity, the person signing the Agreement on behalf of Client hereby personally guarantees payment of the Inspection Fee and any related costs of collection incurred by AI.
4. **Limitations, Exceptions and Exclusions.**
 - a. **General Exclusions.** The Inspection includes only those systems and components expressly and specifically identified in the Inspection Report. Any area which is concealed from view or inaccessible because of, but not limited to: soil, vegetation, walls, floors, carpets, ceilings, furnishings, household belongings, water, ice, snow or any other conditions that would be a danger to the inspector, will not be included in the Inspection. Unless indicated the services provided by AI will not include testing for the presence of radon – a colorless, odorless, radioactive gas that may be harmful to humans; will not include testing for mold; will not include testing for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, soil contamination and other environmental hazards or violations. If any structure or portion of any structure located on the Property is a log structure, or includes log construction, Client understands that such structures have unique characteristics that make it impossible for AI to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the Inspection does not include decay of the interior of logs (or similar defects) in log walls, log foundations or log roofs.
 - b. **Specific Exclusions.** Whether or not concealed or inaccessible the following items and systems are outside the scope of the Inspection: any soils or geotechnical testing; sewer lines and/or on-site waste disposal systems; water softeners, intercom systems, security systems, telephone and cable TV wiring, low voltage lighting systems, any timing systems, water purification systems, well systems, solar systems, swimming pools (other than immediate and visible safety concerns), spas, hot tubs, steam rooms playground equipment, instant water heating devices, pressure tests on HVAC systems, furnace heat exchangers, radiant heating systems, portable free-standing appliances; gas appliances such as barbecue grills, fireplaces, fire pits, heaters and lamps; personal property; survey boundaries, easements or rights of way; compliance with manufacturer’s installation instructions; system or component recalls.
5. **DISCLAIMER OF WARRANTY. NEITHER THE INSPECTION NOR THE INSPECTION REPORT IS AN INSURANCE POLICY, WARRANTY OR GUARANTY OF THE PRESENT OR FUTURE ADEQUACY OR PERFORMANCE OF THE STRUCTURE, ITS SYSTEMS OR THEIR COMPONENT PARTS, NOR DOES THE INSPECTION REPORT CONSTITUTE ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE.**
6. **Third Parties.** Client agrees that the Inspection Report and information resulting from the Inspection is exclusively for its own benefit. Client specifically represents and warrants that there are no intended third party beneficiaries of this Agreement. **CLIENT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS AI FOR ANY DAMAGES AND/OR EXPENSES, INCLUDING ATTORNEYS’ FEES INCURRED IN DEFENDING ANY CLAIM MADE BY A THIRD PARTY AS A RESULT OF THE INSPECTION PERFORMED PURSUANT TO THIS AGREEMENT.**
7. **LIMITATION OF LIABILITY. AI 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 AI, 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 AI’S NEGLIGENCE OR BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, INCLUDING ERRORS AND OMISSIONS IN THE INSPECTION OR THE INSPECTION REPORT, SHALL BE LIMITED TO A LIQUIDATED DAMAGE AMOUNT EQUAL TO THE FEE PAID BY CLIENT TO AI, 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 PROPERTY 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 AI AND THE CLIENT; AND (III) TO ENABLE AI TO PERFORM THE INSPECTION AT THE STATED FEE. INITIAL _____**
8. **Other Services.** It is understood and agreed by the Client that all provisions, terms, conditions and limitations, exceptions and exclusions of this Agreement shall apply to any additional inspection or testing services purchased by Client from AI as set forth on Invoice hereto. Some services, including but not limited to, environmental testing and wood destroying pest inspections may be performed by companies other than AI and are arranged by AI as a convenience for Client. AI is not responsible for the results of any tests or inspections not performed by AI, and any concerns related to such tests or inspections should be directed to the company performing such test or inspection. AI shall not be liable for any claims, damages, loss or injury resulting from the performance or non-performance of any third-party provider of additional tests or inspections requested by Client.
9. **Disclosure.** Client authorizes AI to discuss the Inspection with parties to whom Client has provided a copy of the report, and Client authorizes AI to deliver a copy of the Inspection Report to Client’s real estate agent. INITIAL _____
10. **Governing Law & Severability.** This Agreement shall be governed by law of the state where the Property is located. If any portion of this Agreement is found to be invalid or unenforceable by any court, the remaining terms shall remain in full force and effect between the parties.
11. **Jurisdiction, Venue and Jury Waiver.** The parties agree that any litigation arising out of this Agreement shall be filed in the District Court of Johnson County, Kansas. In the event Client fails to prove any claims against AI, Client agrees to pay all costs, expenses and reasonable attorneys’ fees incurred by AI in defending such claims. **To the fullest extent permitted by law, the parties hereby waive any right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or otherwise relating to this Agreement.**
12. **Entire Agreement.** This Agreement represents the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties.
13. **Miscellaneous.** The covenants, agreements, indemnities, terms and conditions contained in this Agreement shall extend to, be binding upon, and inure to the benefit of the undersigned parties, and each of their administrators, successors, and assigns. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute the same document. A signature made on a faxed copy of the Agreement, or a signature transmitted by facsimile or electronic mail, will have the same effect as the original signature.

INSPECTOR _____ / / 201 **CLIENT** _____ / / 201