ABLE Inspections, LLC 365 Barite Street, Elko, NV 89801

 Phone (775) 397-6393

Inspection Contract for Home Inspection Services

*This is intended to be a legally binding contract, please read it carefully.*

ABLE Inspections will conduct a general visual property inspection of the said property you plan to sell or acquire at:

 INSPECTION ADDRESS:

CLIENT:

PHONE NO:

EMAIL:

CURRENT ADDRESS:

The Client named above agrees to employ ABLE Inspections, LLC to provide a real estate inspection and a complete report of the inspector’s observation of the on the property. The Client agrees to read the entire written report when it is received and promptly call the inspector with any questions or concerns regarding the inspection or the written report. The written report shall be the final and exclusive findings of the Inspector. Client acknowledges that the Inspector is a generalist and that further investigation of a reported condition by an appropriate specialist may provide additional information.

FEE: The Client agrees to pay to ABLE Inspections at or before the time of inspection, the quoted fee agreed to in the booking. Any payment not made may be subject to a $45 service fee.

Inspection shall be performed to meet or exceed the ASHI standards of practice and in Nevada, inspection shall be performed to meet or exceed the Nevada standards of practice.

1. INSPECTION REQUIREMENTS AND LIMITATIONS: The property, its components and equipment are to be ready and accessible at the time of inspection. This inspection will be of readily accessible areas of the house and is limited to visual observations of apparent conditions existing at the time of the inspection only. This inspection is not a

technically exhaustive inspection. All utilities and pilot lights must be on and all equipment operational so the total inspection

can be completed on that date. This is the responsibility of the client or the client’s representative. ABLE Inspections will perform a visual inspection of readily accessible areas of the major systems and components of the building. Systems to be inspected include: foundations and structures; exteriors; interiors; roofing; plumbing; electrical; central heating; central air conditioning (weather permitting); insulation and ventilation. The inspector is not required to move furniture, appliances, floor coverings, storage or exposing concealed, or inaccessible areas or items. The inspector is not obligated to change light bulbs, light pilots, move furniture, obstructions, or floor coverings, or remove panels to inspect any part of the building or its equipment.

2. THE FOLLOWING SPECIFIC LIMITATIONS APPLY: Systems and conditions which are not within the scope of the building inspection include, but are not limited to: Design problems and adequacy are not within the scope of this inspection. The inspector will not determine the operational capacity, quality or suitability for a particular use of items inspected. No engineering, scientific or specialized technical test or evaluation will be made by the Inspector. No soils or geological tests, samples, or reading are part of property inspection. NO testing of underground concealed pipes, electrical lines or circuits, sewer lines, cesspools and water softeners, panels, swimming pools, spas, saunas (other than equipment in visible plumbing system), back flushing of pool equipment, instant water heating devices, pressure tests on air conditioning systems, heat exchangers, radiant heating systems or free standing appliances or other personal property. The draft on the fireplace will not be checked. To prevent damage to units, air conditioning will not be checked when outside temperature is below 60 degrees, nor a heat pump when the temperature is above 60 degrees. The inspection report will not include cosmetic items such as minor scratches, dents, cracks, stains, soiled or faded surfaces on the structure or equipment, soiled, faded, torn or dirty floor, wall, or window coverings.

Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ABLE Inspections has no liability for latent defects. This includes but is not limited to latent defects that cannot be observed through normal inspection nor can be determined by normal equipment operation. It is specifically agreed and understood that: MECHANICAL DEVICES AND STRUCTURAL COMPONENTS MAY BE FUNCTIONAL AT THE TIME OF THE INSPECTION AND LATER MALFUNCTION; THEREFORE, ABLE Inspections LIABILITY IS SPECIFICALLY LIMITED TO THOSE SITUATIONS WHERE IT CAN BE CONCLUSIVELY ESTABLISHED THAT THE MECHANICAL DEVICE OR STRUCTURAL COMPONENT INSPECTED WAS INOPERABLE OR IN THE IMMEDIATE NEED OF REPAIR OR NOT PERFORMING THE FUNCTION FOR WHICH IT WAS INTENDED AT THE TIME OF INSPECTION; AND THAT THE INSPECTOR WAS NEGLIGENT IN NOT SO REPORTING THUS LEGALLY CAUSING SPECIFIC LOSS TO THE CLIENT. Additional information and details concerning the nature of the inspection are found in the body of the Report which should be read carefully.

PRODUCT DEFECTS AND ENVIRONMENTAL HAZARDS: The inspection report is neither a chemical analysis nor a search for defective products or environmental hazards, such as radon gas or lead. Inspecting for or identifying health related molds or mildews are not within the scope of this report. Materials regularly used in residential construction may contain potentially hazardous substances such as asbestos and formaldehyde. Our report will not identify these substances since laboratory testing is necessary to detect their presence.

4. TITLE OR CODE COMPLIANCE: ABLE Inspections does not investigate or give any opinion concerning easements, title zoning conditions, and/or property’s improvements with respect to any government building code requirements or permits.

5. WE DO REQUIRE YOU TO SIGN THIS DOCUMENT. This contract should be signed either at the time of the inspection and/or signed and received in our office by the date of the inspection. If the Client is not present at the time of inspection, or is for any reason unable to sign this contract, this contract will become part of the inspection report, and acceptance of the inspection report shall constitute acceptance of the terms and understanding of the above contract. Should a dispute arise regarding a specific item/systems that is not clearly excluded or included, ASHI (American Society of Home Inspectors) standards or practice shall be used for a guideline is settling the dispute. ABLE Inspections reserves the right of first inspection, if questions or problems arise.

6. IN THE EVENT OF A DISCREPANCY, dispute of claim arising from the performance of an inspection by ABLE Inspection and/or its inspectors, the Client or any third parties agrees to promptly notify ABLE Inspection in writing by U.S. Certified Mail. You agree to indemnify, defend and hold us harmless if any third party brings a claim against us relating to the inspection of the report. Client guarantees ABLE Inspection the right to examine the subject matter of any claim, prior to the Client’s performance of any remedial action (unless of an emergency nature or for the safety of persons or property). This is a condition precedent to Client’s claim. Any matter concerning interpretation of this Contract, of the Inspection Report, or any claim based upon controversy or claim arising out of or related to this contract, or any breach thereof, shall be subject to mediation between the parties or failing such mediation shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, except to the rules pertaining to arbitrator selection. The three arbitrators should have knowledge of the home inspection industry, and one arbitrator must be a member of ASHI and have at least five years of home inspection experience. Any such claim shall be waived unless the demand for arbitration is be made within 1 (one) year from the inspection date by certified mail with return receipt. If a lawsuit or legal action is filed by the Client against ABLE Inspections and/or its inspectors, and ABLE Inspections and/or its inspector successfully defends the claim of the Client, the Client agrees to pay ABLE Inspections and/or its inspector’s reasonable attorneys’ fees and court costs, and any other costs incurred in defending against such a claim. If any paragraph, clause, sentence of other part of this Contract is for any reason held to be invalid or unenforceable in any respect, such a decision shall not affect the remaining portions of this Contract, which shall continue in full force and effect.

Entire Contract: This contract contains the entire agreement between us and supersedes any other written agreements between us relating to the inspection or the report. We have made no representations regarding the inspection, report or this contract except those specifically stated in this contract.

The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the undersigned client only. The completed report is the property of the client and not of ABLE Inspections. Neither this contract nor any representations made herein are assignable or transferable.

The report does not constitute a warranty, an insurance policy or a guarantee of any kind, nor should it be constituted as an opinion of the value of the property. The report reflects an opinion of the general condition of the property, and is not a listing of repairs to be made. The report is not intended for use as a guide in re-negotiating the sale price of the property. The sellers may or may not be required to repair any deficiencies reflected in this report, and that determination should be made by you, the seller, your real estate agent(s), and your attorneys.

Date of Inspection:

Inspection Number:

Client’s Signature:

Date:

Inspector’s Signature:

Date:

(Signature/s certifies that he/she is authorized to sign for all buyers and agrees to the terms of this contact and authorizes payment from escrow if not paid prior to close or canceling of escrow.)