

INSPECT DES MOINES, LLC

RESIDENTIAL INSPECTION AGREEMENT

(Please Read Carefully)

The real estate inspection to be performed for you (hereinafter described as **Client**) is a survey and basic operation of the systems and components of a building which can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to Paul S. Gehrke (hereinafter described as the **Inspector**). The purpose of the inspection is to provide the client with information regarding the general condition of the building(s). Inspector will prepare and provide Client a written report for the sole use and benefit of Client. The written report shall document any material defects discovered in the building's systems and components which, in the opinion of the Inspector, are safety hazards, are not functioning properly, or appear to be at the end of their service lives. The inspection shall be performed in accordance with the Standards of Practice of the **International Association of Certified Home Inspectors (InterNACHI)**, attached hereto and incorporated herein by reference, and is limited to those items specified herein.

CLIENT'S DUTY:

Client agrees to read the entire written report when it is received and promptly call 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 Inspector, for purposes of this inspection, is a generalist and that further investigation of a reported condition by an appropriate specialist may provide additional information which can affect Client's purchase decision. Client agrees to obtain further evaluation of reported conditions before removing any investigation contingency and prior to the close of the transaction. In the event Client becomes aware of a reportable condition which was not reported by Inspector, Client agrees to notify Inspector within 30 days of discovery of condition which was not reported by the inspector and allow Inspector and/or Inspector's designated representative(s) to inspect said condition(s) prior to making any repair, alteration, or replacement. Client agrees that any failure to so notify Inspector and allow inspection is a material breach of this Agreement.

ENVIRONMENTAL CONDITIONS:

Client agrees what is being contracted for is a building inspection and not an environmental evaluation. This inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding this building or property, including, but not limited to: the presence of asbestos, radon, lead, urea-formaldehyde, fungi, molds, mildew, PCBs, Chinese drywall or other toxic, reactive, combustible, or corrosive contaminants, materials or substances in the water, air, soil, or building materials. The Inspector is not liable for injury, health risks, or damage caused or contributed to by these conditions.

GENERAL PROVISIONS:

The written report is not a substitute for any transferors' or agent's disclosure that may be required by law, or a substitute for Client's independent duty to reasonably evaluate the property prior to the close of the transaction. This inspection Agreement, the real estate inspection, and the written report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, and assigns. This Agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof and may be modified only by a written agreement signed by all the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this Agreement. Each party signing this Agreement (the Inspector is 'signing' this Agreement by offering this Agreement online, for the Clients 'signature'; and the Client is 'signing' this Agreement – after careful review – by accepting the Agreement by clicking on the Submit button at the bottom of this Agreement) warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named/indicated party (Inspector/Client). If this Agreement is executed on behalf of the Client by any third party, the person executing this Agreement expressly represents to Inspector that he/she has the full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions, and exclusions of this Agreement.

LIMIT OF LIABILITY:

Since the cost of any potential damages cannot be predicted, and as a condition of the reduced inspection cost (limited visual inspection), our liability shall in no case exceed three (3) times the inspection fee. You accept this amount as total liquidated damages regarding any action.

SEVERABILITY:

Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the courts' holding.

MEDIATION:

The parties to this Agreement agree to attend, in good faith, mediation with a retired judge or lawyer with at least 5 years of mediation experience before any lawsuit is filed. All notices of mediation must be served in writing by return receipt requested allowing 30 days for response.

ARBITRATION:

The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the Inspector has its principal place of business. In the event that Client fails to prove any adverse claim against Inspector in a court of law, Client agrees to pay all legal costs, expenses and fees of Inspector in defending said claim.

STANDARDS OF PRACTICE

Inspect Des Moines and Inspection Reports are a standard home inspection performed per the Standard Residential Inspection Agreement terms, conditions, exclusions and limitations; and, to the Standards of Practice established by **InterNACHI**, the **International Association of Certified Home Inspectors**. The InterNACHI Standards of Practice can be viewed by clicking the button below. Please carefully review the Standards of Practice prior to completing the form on this page.

Client acknowledges having read and understood all of the terms, conditions, exclusions, and limitations of this Agreement and voluntarily agrees to be bound thereby, and to pay the fee agreed to between the parties on the Book Inspection page of www.inspectdm.com or by cash, card, or check in person at the conclusion of the home inspection. Client will not receive the inspection report until payment has been received by the inspector. By entering your name, email address, and clicking on the "Submit" button below, you are acknowledging that you have read all of the above Agreement and Standards of Practice, and agree to be bound by the terms and conditions therein. If you do not agree to all of the Terms and Conditions of The Agreement– please check the DO NOT AGREE box and click the "Submit" button below, and your inspection appointment will be

cancelled. You may request to sign a hard copy contract on site prior to the inspection in lieu of the electronic version. Please contact us with such request prior to the home inspection.

This Agreement is not transferable or assignable.

Clients Name (required)

Clients Email (required)

Agents Name

Agents Email

Inspection Address (required)

Total Fee (required)

\$ _____

Check this box if you give Inspect Des Moines the right to share the home inspection and/or radon report with your Agent. If you do not check, the report will only be sent to you, the client, and it will be your responsibility to share the report at your discretion.

I have read, understand, and _____ to the agreement above. I understand if I do not agree, my appointment will be canceled.

AGREE

DO NOT AGREE

Signature
