



INSPECTION AGREEMENT

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St. Louis, MO 63114
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THIS AGREEMENT LIMITS OUR LIABILITY AND ALSO CONTAINS BINDING ARBITRATION AND SPECIFIC EXCLUSION PROVISIONS ENFORCEABLE BY ALL PARTIES - PLEASE READ.

You, the undersigned Client, herein referred to as "Client"/"You"/"Your", have requested that Moore Home Inspection Services, LLC, the undersigned independently owned and operated home inspection company, along with our employees and any persons conducting the general home inspection, herein referred to as "Company"/"We"/"Our"/"Us", conduct one or more inspection services, herein referred to as "Services", of the property listed below, herein referred to as "Property", consistent with the terms and conditions outlined in this Agreement.

SCOPE OF ALL SERVICES

The full scope of our provided Services within this Inspection Agreement is listed below on Page 4.

THIRD PARTY SERVICES

Some services, including, but not limited to, environmental testing, sewer lateral video inspections and wood destroying pest inspections, may be performed by companies other than us (third party). If third party services are requested, we will arrange or coordinate these third party companies for you as a convenience. We are not responsible for the results of any tests or inspections from such companies and any concerns should be addressed directly to the company performing the specific service. These companies are not under our control in any way. *By signing below, you acknowledge that we employ third party companies and agree that you will not hold us responsible for any complaints, damage or injury resulting from the performance or non-performance of any third party company involved with your inspection other than the Company.*

SCOPE OF THE GENERAL INSPECTION

The "General" home inspection is a non-invasive physical examination of the readily accessible built-in appliances, mechanical, electrical, and plumbing systems, and the essential internal and external structural components of the Property under the standards and scope for home inspections established by the American Society of Home Inspectors (a copy of which is available upon request). The inspector is not an expert in every craft or profession. Therefore, the "General" home inspection that we will conduct is not technically exhaustive. The fee charged for these services is substantially less than that of a technically exhaustive inspection. The inspection is designed only to identify material defects in those systems and components of the Property exposed to view and apparent as of the day of the inspection.

A written inspection report, herein referred to as "Report", will be prepared that describes and identifies the inspected systems, structures or components of the dwelling that were inspected, any material defects identified to be in need of immediate repair, and any recommendations regarding the conditions observed or recommendations for further evaluation by appropriate persons. Style, aesthetics, design flaws and hidden defects will not be considered in determining whether a system, structure, or component is defective. The Report reflects an observation of certain listed items of the Property as of the date and time of the inspection and is not a list of repairs to be made. The Report is not intended for use in renegotiating the sale of the Property. Your real estate agent can help you determine which items are eligible for negotiation under the terms of the sale contract. The seller may or may not be required to repair deficiencies reflected in this report. Items not listed in the inspection report were not inspected.

General Inspection Exclusions

The inspector cannot examine what cannot be seen. We do not remove floor coverings or furniture, open walls or perform any type of destructive testing of systems or exposed surfaces, nor do we dismantle equipment. We do not inspect and/or test underground or concealed pipes or underground or concealed electrical lines or circuits. As this is a visual inspection of accessible areas, any area not readily visible or otherwise concealed 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 is not included in this inspection. We do not inspect for termites, dry rot, fungus, or other wood destroying insects or organisms as that is a specifically licensed trade. Whether or not they are concealed or inaccessible, the following items and systems are outside the scope of this 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 cables, low voltage lighting systems, any timing systems, water purification systems, well systems (other than

visible above ground equipment), solar systems, swimming pools (other than immediate safety concerns), spas (other than above ground equipment and visible plumbing system), back flushing of pool equipment, instant water heating devices, pressure tests on central air conditioning systems, furnace heat exchanger, radiant heating systems, free standing appliances, other personal property, and other items listed as Specific Inspection Exclusions in this Agreement. We do not address conditions or concerns related to household pets. Most cosmetic features are excluded, including without limitation, paint, wall coverings, interior trim, decorations and the degree of soils, clutter or cleanliness within the building. We do not light natural gas or propane pilot flames, open any closed gas valves or activate any system that is shut down at the time of inspection.

Code Compliance, Manufacturer's Specifications, Valuations, and Other Regulations

We will not investigate nor give any opinion concerning easements, conditions of title, zoning matters, or building or property measurements and value appraisals. There are thousands of building codes and manufacturing specifications. They change frequently and are frequently subject to individual interpretation. Our inspectors have a general knowledge about code requirements and can answer many code related questions, but they have no legal authority to mandate code compliance. You should contact the appropriate governmental agencies if you desire such information.

Product Defects and Environmental Hazards

Our inspection is neither a chemical analysis nor an exhaustive search for defective products or environmental hazards. Materials regularly used in residential construction may contain potentially hazardous substances such as asbestos, lead and formaldehyde. Except as modified herein or by separate written agreement, our inspection excludes chemical analysis of defective products, and environmental hazards including, but not limited to: asbestos, lead, formaldehyde, petroleum products, radon, carbon monoxide, controlled substances or mold. The positive identification of such substances will require further professional evaluation and is beyond the scope of the inspection.

Specific Inspection Exclusions

YOUR INSPECTION REPORT DOES NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND; NOR DOES IT SUBSTITUTE FOR ANY SELLER'S DISCLOSURE STATEMENTS AS MAY BE REQUIRED BY LAW. Therefore, you agree not to hold us responsible for any future failure or repair, or for the non-discovery of any patent or latent defects in material, workmanship, or other conditions of the property which may occur or become evident after the inspection date; nor for any alleged non-disclosure of conditions that are the express responsibility of the seller of the property.

This inspection is intended to add to your knowledge of the building and help you understand the risk of owning it. The inspection is not intended to and cannot eliminate all the risk of purchase. We help you assess the risk but cannot and will not assume them for you. Warranty programs for appliance and mechanical failure and homeowner's insurance are the traditional avenues available to manage the risk of property ownership.

DISPUTE RESOLUTION AND REMEDY LIMITATION

Notice Requirement

If you have any complaint about our services or the Report, or if you believe we have done anything wrong, or made any mistake or omission in performing our services, you agree to promptly notify us, in writing, of your complaint. You will also notify us prior to altering or repairing any item that is the subject of your complaint, with exceptions for emergency situations, and you agree to give us reasonable opportunity to investigate your claim and to resolve the issue. If you alter or repair any item without giving us notice of your complaint and a reasonable opportunity to investigate your claim, then you waive any claim you may have against us that relates to that item. In addition, you agree that if you have any complaint that is not resolved by us and you wish to file an action against us, you must begin that action by filing a claim for arbitration with the American Arbitration Association (AAA), as set forth in the next section, within one year of the date of the Report. If you fail to file a claim with the AAA within one year of the date of the Report, you agree your failure to do so releases us from any further liability we have to you under this Agreement and as to the services provided.

Binding Arbitration

Each of us agree that any dispute between us, except those for non-payment of fees, that in any way, directly or indirectly, arises out of, or relates to this Agreement or to the interpretation of this Agreement, the scope of the Services provided to you, the Report, or any other matter involving the Services we perform, shall be submitted to binding arbitration under the construction industry rules of the American Arbitration Association, except for the procedure of selecting the arbitrator. The parties shall mutually appoint an arbitrator familiar with the home inspection industry. The arbitration decision shall be binding on all parties, and judgment upon the award of the arbitrator may be entered in any court having jurisdiction. If no arbitration proceeding is initiated by either of the parties of this Agreement within one year of the date of the Report, the failure to initiate the arbitration proceedings will be considered conclusive evidence that the parties are satisfied that each

has properly and completely performed their obligation under the Agreement.

Limits of Liability

If we, or our employees, inspectors, or any other person you claim to be our agent, are careless or negligent in making the inspection and/or preparing the Report, our liability to you is limited to the fees paid for the Services, and you release us from any additional liability. There will be no recovery for any additional, secondary or consequential damages by any person. *By signing below, you agree to this limitation on our liability.*

OTHER PROVISIONS

Prior to Closing

As not all conditions are apparent on the inspection date, it is recommended, and you agree to consult with the Property owner regarding any significant defects/malfunctions known to exist to the owner regarding the major structural components, operating systems, and mechanical components of the home prior to closing the transaction. In addition, you are advised to operate and check all systems and equipment just before closing on the property as failures and defects sometimes occur in the time period between the inspection and the closing. You are further advised with regard to vacant houses, to have all systems operational for careful checking just prior to closing. Systems, particularly heating, plumbing and related appliances have been known to fail in vacant houses.

Severability of Entire Agreement.

The invalidity or unenforceability of any provision in this Agreement shall not affect or impair the validity or enforceability of any other provision. The remainder of the Agreement shall remain in full force and effect. This Agreement, and any attached, executed Addenda, contains the entire agreement between the parties, and there are no other representations, warranties or commitments, except as are specifically set forth in this document. This document supersedes any and all representations or discussions, 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 doing so in writing and signed by all of the parties hereto.

Report Beneficiaries

The Report is being prepared for you for your own information and may not be used or relied upon by any other person unless that person is specifically or generally named by us in this Agreement as a beneficiary of the Report, in which case the Report may be used by the additional beneficiary we have named. You agree to maintain the confidentiality of the Report and reasonably protect the Report from distribution to any other person. If you directly or indirectly cause the Report to be distributed to any other person, you agree to indemnify, defend, and hold us harmless if any third party brings claim against us relating to our inspection or the Report. *By initialing below, you authorize us to distribute copies of the Report to the appropriate and designated Real Estate Agent or other third party beneficiary as so directed and provided by you. Leave blank if you do NOT authorize the distribution of the Report to your Real Estate Agent or other beneficiary.*

Client Initials: _____ **X**

Radon gas testing services may be part of our Services listed below. If so, and by signing below, you agree to such testing services and understand that the results of such radon gas test(s) will reflect radon levels in the Property during the time and duration of the test only, and that radon levels may change in the future due to natural causes or fluctuations. You also understand that the accuracy of the results depend upon "closed house conditions", being maintained during the test(s). You, therefore, shall not hold the Company responsible for damages: (a) caused by or related to radon in the home, (b) related to differences between radon levels determined in other tests performed at the Property and the tests authorized by this agreement, or (c) related to health problems which might have been aggravated or caused by radon. If performed, the radon gas test results shall become part of the general property inspection Report. Radon gas testing requires a minimum test period of 48 hours as determined by EPA protocols. By signing below, you affirm that the proper amount of time, 48 hours or more, can and will be afforded to us for proper radon gas testing.

In the absence of Client to initial and sign this Agreement prior to or at the time of the inspection, this Agreement shall be included and become part of the Report. Acceptance of the Report, and/or payment for our services shall be an acknowledgment, acceptance, and agreement by the Client to the terms of this Agreement, and limitations listed in the Report, and an acknowledgment that the inspection includes only those items listed as inspected in the Report.

Inspection #: _____

Inspection Date: _____

Inspection Address: _____

SERVICES PROVIDED	SERVICE FEES
GENERAL INSPECTION	\$
WOOD DESTROYING INSECT INSPECTION	\$
RADON GAS TESTING	\$
SEWER LATERAL VIDEO INSPECTION	\$
TOTAL FEES DUE:	\$

By signing below, I confirm that I have read, understand, and agree to this entire Inspection Agreement, including any Addenda, and that I agree to be bound by these terms and conditions.

Client Name(s): _____

Client Signature(s): _____X Date: _____X

Client Signature(s): _____X Date: _____X

Company: Moore Home Inspection Services

Representative: Richard N. Michalicek

Representative: _____ Date: _____