



INSPECTION AGREEMENT

8231 Buchanan Avenue
St. Louis, MO 63114
(314) 238-6639
www.moorehomeinspection.com

revised September 2019

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, 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. This Agreement is governed by the laws of the State of Missouri, United States of America.

SCOPE OF ALL SERVICES

The full scope of the services provided by the Company is listed on Page 4 under "Services Provided". Any services offered by the Company, but not listed on Page 4, have been declined by the client.

Ancillary/Third Party Services

Some ancillary services, including, but not limited to, radon gas testing, sewer lateral video inspections, roofing evaluations and wood destroying insect (WDI) inspections, may be listed below under "Services Provided". When listed below, such services shall be performed by third party companies which are separate and independent from the Company. When third party services are requested by you, as listed below, *the Company will notify and coordinate these third party companies to perform their specific ancillary services for you as a convenience only.* We are not responsible for the results of any tests or inspections from such companies and any concerns with such test results or inspections should be addressed directly to the company performing the specific service. These companies are not under the control or direction of the Company in any way. The Client's payment of these ancillary service fees to the Company is done so to afford a simplified single invoice to the Client. *By signing below, you acknowledge that we utilize third party companies and agree that you will not hold us liable or responsible for any complaints, damage or injury of any kind resulting from the performance or non-performance of any third party company coordinated by 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 the General Inspection 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 simply a list of repairs to be made. The Report is intended for educational purposes and is not intended for use in renegotiating the sale of the Property. When applicable, your real estate agent can help you determine which items are eligible for negotiation under the terms of your real estate contract. 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 beyond the typical points of access. 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 (or which would cause damage to personal property) 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 conditions, items and systems are outside the scope of this inspection: Determining flood plains and future flooding, any soils, soil stability testing or geotechnical testing; sewer lines and/or on-site waste disposal systems (septic tanks); water softeners, intercom systems, security systems, audio systems, telephone/data/TV cabling and systems, low voltage lighting systems, any timing systems, water purification systems, irrigation systems, well systems, solar systems, swimming pools, spas, pool components (heaters, pumps, filters, drains, pipes, etc.), instant water heating devices, pressure tests on central air conditioning systems, furnace heat exchangers, hidden radiant heating systems, geothermal heating systems, steam showers, free standing appliances (other than primary kitchen stove and refrigerator), any personal property, and other items listed as Specific Inspection Exclusions in this Agreement. We do not address conditions or concerns related to household pets. Any buildings, elements or components at the property related to agriculture or outdoor recreation are not inspected. 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 systems, open any closed gas valves or activate any gas system that is shut down at the time of inspection. We do not open or operate any water shut off valves which are upstream from the normally operated fixtures or valves.

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

We will not investigate nor give any opinions concerning the following: Property easements, conditions of title, zoning matters, common utility equipment, living space usability statements and property measurements. There are thousands of building codes and manufacturing specifications which may be relevant to the Property. Such code and specifications can change frequently and are often subject to variations in interpretation and implementation. Our inspectors have a general knowledge about code requirements and can answer many code related questions. However, they have no legal authority to mandate code compliance and cannot comment upon local code enforcement as it pertains to the Property. You should contact the appropriate Authority Having Jurisdiction (AHJ), or relevant utility providers, to learn more about specific enforceable codes for the subject Property. The Company cannot make any statements of property valuation and cannot evaluate for you whether the subject Property is a "good value" and whether or not the Property will hold or increase its value over time. The purchasing of real estate is a risk and, by signing below, you acknowledge that the Company cannot assume that risk for you nor judge the value of the property at the time of purchase.

Product Defects and Environmental Hazards

Our inspection is neither a conclusive analysis nor an exhaustive search for defective products or environmental hazards. Materials regularly used in residential construction may contain potentially hazardous substances. This is especially the case for homes built prior to 1980. Products or appliances sold for use in homes may contain hidden defects. Except as modified herein or by separate written agreement, our inspection excludes any conclusive identification and/or analysis of defective products and environmental hazards which may exist at the Property. Such products and/or hazards may include, but would not be limited to: asbestos, lead, formaldehyde, petroleum products, radon gas, carbon monoxide, controlled substances or mold. The conclusive identification of such substances will require further professional evaluations and is beyond the scope of the inspection. Any manufactured items at the Property which contain hidden defects or may be the subject of product recalls or safety notifications were not identified or confirmed.

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 Beneficiary as so directed and provided by you.*

Primary Beneficiary: Real Estate Agent Other Beneficiary: _____

Client Initials: _____ X

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: _____
