

PRE-INSPECTION AGREEMENT: PLEASE READ CAREFULLY

AMS Inspection Services, Inc. (hereinafter "inspection company") agrees to conduct an inspection at:

Address _____

City, State _____

Zip _____

This is for the purpose of alerting _____ (hereinafter referred to as "Client") to major defects in the condition of the property. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the Client. Client agrees to pay inspection company for the inspection report the sum of \$ _____ payable by the end the inspection.

Scope of the Inspection

Visual Home Inspection - The Home Inspection you receive is a *non-invasive, visual* examination of the readily accessible items identified in the inspection report. The inspector is not an expert every building craft or profession. Therefore, the home inspection that we conduct is **not** technically exhaustive. Latent and concealed defects and deficiencies are excluded from the inspection: equipment, items and systems will not be dismantled, nor will furniture, appliances or personal effects be moved to conduct this inspection. The inspection is designed only to identify unsafe/non-functioning systems, structures and/or components that were **exposed to view and apparent as of the time/day of the inspection**. A written inspection report will describe and identify the inspected systems, structures or components of the building inspected, and shall list any unsafe or non functioning systems, structures, and components observed during the inspection. **A written inspection report will include a evaluation of the following: Exterior: wall coverings, trim, protective coating and sealants, windows and doors, attached porches, decks, steps, balconies, handrails, guardrails, carports, eaves, soffits, fascias and visible exterior portions of the chimney. Roofs: roof covering materials, gutters and downspout systems, visible flashing, roof vents, skylights, and any portions of the chimneys and flues visible from the exterior. Plumbing: visible water supply lines, visible waste/soil and vent lines, fixtures and faucets, domestic hot water system and fuel source. Electrical: service drop through the main panel, subpanels including feeders, branch circuits, connected devices, and lighting fixtures. Heating and Air Conditioning: fuel source, heating equipment, heating distribution, operation controls, flue pipes, chimneys and venting, auxiliary heating and cooling units. Interiors: walls, ceilings, floors, windows and doors, steps, stairways, balconies and railings. Insulation and Ventilation: type and condition of the insulation and ventilation in viewable unfinished attics and sub-grade areas as well as the installed mechanical ventilation systems. Fireplaces and Stoves: includes solid fuel and gas fireplaces, stoves, dampers, fireboxes and hearths. Attached garages or carports: framing, siding, roofs doors, windows, and installed electrical/mechanical systems pertaining to the operation of the home.** The inspection report is a written opinion of a licensed professional home inspector based upon what was visible and evident at the time of the inspection. The report is not compliance or certification for past or present governmental codes or regulations of any kind. The report is no a listing of repairs to be made and is not intended for use as a guide in re-negotiating a real estate transaction.

Inspection Standards - It is understood and agreed that this inspection will be conducted in accordance with the American Society of Home Inspectors (ASHI) and in accordance with Washington State Standards of Practice 308-408C standards and/or licensing requirement. A copy of these standards will be made available upon request with your inspector or can be obtained online at www.dol.wa.gov or www.ashi.org.

General Exclusions

The inspector cannot examine what cannot be seen by a *non-invasive, visual* examination. No removal of materials or dismantling of systems shall be performed during this inspection. The inspector is not required to, nor will he/she move furniture, floor coverings, insulation, stored materials, personal belongings, open walls or perform any type of destructive or invasive testing in order to perform the inspection. This inspection company is not responsible for any condition that may be covered, concealed or inaccessible because of, but not limited to, soil or vegetation, walls, structural members, furniture, floor coverings, insulation, stored items, personal belongings, water, ice, snow, soot or conditions that would be considered a danger to the inspector. The home inspection is not a compliance inspection or certification of compliance with past or present governmental codes or regulations of any kind. **Whether of not they are concealed or inaccessible, the following items and systems are not within the scope of the inspection service provided under this Agreement:***Engineering Analysis of any kind including structural integrity, system design problems, acoustical characteristics, functional adequacy, operational capacity or costs, quality or suitability for a particular use*Geological stability or ground condition of site*Soils or Soil Contamination*Issues directly or indirectly related to Drywall form the People's Republic of China*Fireplace draft*Cosmetic items, including without limitation, paint, scratches, scrapes, dents, cracks, stains or faded surfaces, flooring, insulation unless required by law, wall coverings, carpeting, paneling, lawn and landscaping*Condominium or co-op common areas or areas under the management of the condominium co co-op association*Telephone and TV cables*Cisterns*Fountains*Low voltage lighting and electrical systems*Electrostatic precipitators*Electronic air cleaners or filters*Active or passive solar system*Pressure tests on central air conditioning systems* Furnace heat exchangers*Radiant heating systems*Free standing appliances and other personal property*Water conditioning/softening systems*Security systems*Central vacuum systems*Landscaping*Irrigation systems. **Unless you have paid an additional fee and the specific item is noted and initialed by you and the inspector on page 2 of this Agreement, the following items are also excluded under this agreement and not within the scope of the inspection service:** (a)Septic Systems (b)Wells or Well Pump (c)Water Quality (d)Swimming pools, Saunas, Hot tubs, Spas/Whirlpools or attached equipment (e)Mold/Mildew/Fungus or spores thereof or conditions related to Mold, Mildew, or Fungus (f)Detached Buildings or Equipment (g)Environmental hazards including, but not limited to; Asbestos, Radon, Lead, Formaldehyde, Electro Magnetic Fields (EMF's), Microwaves (h)Wood Destroying Organisms including but not limited to, Termites, Carpenter Ants, Wood Boring Beetles and Fungal Rot. **THE INSPECTION AGREEMENT, THE HOME INSPECTION AND THE INSPECTION REPORT DO NOT CONSTITUTE A HOME WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND; NOR DO THEY SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW. We do not turn on, ignite or inspect any utility service, major system, item or component that is shut down or not connected to a functioning system at the time of the inspection.** All utility services and major systems must be turned on to perform the inspection. Therefore, you agree not to hold us responsible for future failure and 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. You agree to assume all the risk for conditions, which are concealed from view or inaccessible to us at the time of the inspection.

Dispute Resolution and Remedy Limitation

Notice Requirements – In the event that the Client has any dispute relating to this agreement, the inspection service, the inspection report, or Client claim that there was any error or omission in the performance of the inspection service or writing of the report, Client agree, upon discovering facts related to the dispute or any error or omission, to promptly notify Inspection Company in writing if the dispute or claim in order to provide Inspection Company or our representative a reasonable opportunity to re-inspect and document the condition in dispute. In addition, if Inspection Company determines that the Client has a legitimate dispute or claim, Client will provide Inspection Company the opportunity to resolve the issue. Please understand that an unreasonable delay in affording Inspection Company with a notice of a dispute, claim or issue may prevent Inspection Company from remedying any valid dispute Client might have.

Binding Arbitration – The undersigned parties below agree that any dispute between the parties, except those for non-payment of fees, that in any way, Directly or indirectly, arising out of, connected with, or relating to the interpretation of Agreement, the inspection service provided, the report or any other matter involving our service, shall be submitted to binding arbitration conducted by and according to the Accelerated Arbitration Rules and Procedures of Construction Dispute Resolution Services, LLC. You may recommend an alternative arbitration provider for our consideration. The arbitration decision shall be final and binding on all parties, and judgment upon the award rendered may be entered into any court having jurisdiction. In any dispute arising under this Agreement, Our inspection or the Inspection Report, the costs of the arbitration awards, the arbitrator shall award to the prevailing party any or all costs of the arbitration process as he or she deems to be appropriate. Expenses related to personal attorneys, experts, engineers, witnesses, engineering report or other inspection reports or similar individuals or documents shall be the direct responsibility of the parties and shall not be considered as part of the arbitration award. The arbitration award shall be limited in scope to the issues and terms as specified in the Inspection Agreement. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspection Company more than one year after the date of the subject inspection. Time is expressly of the essence herein. **THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.**

LIMITATION OF LIABILITY – IF WE, OUR EMPLOYEES, INSPECTORS, OR ANY OTHER PERSON YOU CLAIM TO BE OUR AGENT, ARE CARELESS OR NEGLIGENT IN PERFORMING THE INSPECTION AND/OR PREPARING THE REPORT AND/OR PROVIDING ANY SERVICES UNDER THIS AGREEMENT, OUR LIABILITY IS LIMITED TO THE FEE YOU PAID FOR THE INSPECTION SERVICE, AND YOU RELEASE THE INSPECTION COMPANY ANY ADDITIONAL LIABILITY. WE HAVE NO RESPONSIBILITY FOR THE POSSIBILITY YOU LOST AN OPPORTUNITY TO RENEGOTIATE WITH THE SELLER. THERE WILL BE NO RECOVERY FOR SECONDARY OR CONSEQUENTIAL DAMAGES BY ANY PERSON.
Please initial that you agree to this limit of liability. (____)

Confidential Report- The inspection and report is being prepared for the Client, for Client(s) own information and may not be used or relied upon by any other person unless that person is specifically named by Inspection Company in this Agreement as a recipient of the report. This report should not be relied upon by anyone other than the client(s). In addition, the client(s) agrees not to rely on this report alone in making decisions about the subject property. You agree to maintain the confidentiality of the report and reasonably 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 Inspection Company harmless if any third party brings a claim against Inspection Company relating to the inspection report. By initialing the box below, Client authorizes Inspection Company to distribute copies of report or its findings to the real estate agent(s) directly involved with the clients transaction, but they are not designated recipients of the report or this agreement, intended or otherwise.

General Provision

Re-Inspection and Additional Services- Our fees are based on a single visit to the property and the preparation of the written inspection report. If additional visits, or reports, or services are required of Inspection Company for any reason, an additional fee will be charged.

Client Authority- Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on the behalf of the named party. If this Agreement is executed on behalf of the Client by a third party, the person executing this Agreement expressly represents to Inspection Company that he/she has the full and complete authority to execute this Agreement on the Client's behalf and to fully and completely bind the Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

AMS INSPECTION SERVICES

Please conduct the following services for the fees noted below:

Services: Home Inspection \$ _____

Additional Services: _____

Total Fees: _____

Inspector: _____

Date: _____

Exclusions Set Forth on Reverse Side – Please Read Before Signing

ALL INSPECTION FEES ARE DUE AT THE TIME OF INSPECTION

Client acknowledges that they have read and understood all the terms, conditions and limitations of Agreement and voluntarily agrees to be bound thereby and agrees to pay the listed above.

CLIENT

Signature: _____ Print: _____ Date: _____

Billing Address: _____

Email Address: _____

Please initial box if you would like AMS to send a copy of the report to your agent.

Agent's Name: _____ Agent's Email: _____
