



This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the Property at:

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The terms below govern this Agreement.

1. The fee for our inspection is determined by *square footage* (SEE **Pricing** for Complete Details), payable in full at a time before the appointment.
2. Essential Home Inspections LLC will provide the Client a limited-time visual inspection of the following readily accessible and visible pertinent, major elements existing in the structure on the date of inspection: central air conditioning, central heating, interior electric, interior plumbing, foundation, basement, roofing, siding, walls, floors, ceilings, and built-in kitchen appliances. Essential Home Inspections LLC shall have no obligation to repair or replace any items found to be defective, whether or not discussed in the Essential Home Inspections LLC written report. Conditions that may exist relating to any legal and/or public records are outside the scope of this inspection. Essential Home Inspections LLC cannot determine during the inspection that the roof leaks or is watertight; the rating is on material condition only. Further, this inspection does not cover code compliance, soil or groundwater contamination, geological, design, adequacy evaluation, or any low voltage wiring. This inspection will include the above elements unless otherwise restricted by the client. At times, conditions may exist and may not have any visible signs to indicate its existence. Such items must be disclosed by the seller of the property. Essential Home Inspections LLC recommends that Client seek the advice of his legal counsel and/or real estate agent to identify items subject to disclosure in additions to those set forth in Essential Home Inspections LLC written inspection report. Essential Home Inspections LLC inspections are performed with consideration given to the age of the structure. Opinions vary from person to person and the report is the opinion of the inspector and must be considered as such. This report is not a mold or hazardous materials inspection.
3. Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, we will not test for mold. Unless otherwise indicated in writing, we will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations.

If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

4. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.
5. **LIMITATION ON LIABILITY AND DAMAGES.** We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than 1.5 times the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that this liquidated damages is not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee.
6. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.
7. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

8. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. In any action against us, you waive trial by jury.
9. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.
10. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.
11. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.
12. You may not assign this Agreement.
13. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.
14. If there is more than one Client and all clients do not sign the contract, you are signing on behalf of all of them, and you represent that you are authorized to do so.
15. If you would like a large print version of this Agreement before signing it, you may request one by emailing us.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

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SIGNATURE

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DATE