

# Lake State Inspection, LLC Inspection Agreement

This Agreement is made between Lake State Inspection, LLC (herein referred to as the "Company")

and \_\_\_\_\_ (herein referred to as the "Client")

regarding a Building (the "Building") to be inspected located at:

Property Address: \_\_\_\_\_

The Company agrees to perform an inspection of the Building for the purpose of alerting the Client to major deficiencies in its condition. A report (the "Report") containing the inspection's findings will be prepared by the Company and provided to the Client for its sole, exclusive and confidential use. The company will perform its inspection in accordance with the standards of Practice of the American Society of Home Inspectors. Minor or cosmetic defects will not be reported.

The inspection fee is due and payable upon presentation of the Report and is based on a single visit to the Building. Additional fees may be charged for subsequent visits required by the Client or, if the inspector conducting the inspection is called upon to prepare litigation, give testimony as a result of his inspection, or the like, such additional services are beyond the scope of this agreement.

The inspection will be conducted only on visible and accessible areas and components of the Building, and are limited to the apparent condition of the Building on the date of the inspection. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility, and the like conditions may exist which remain undiscovered. While the inspection reduces the risk of purchasing property, it does not eliminate such risk. The Company is not responsible for the failure to discover latent defects or for problems which occur or become evident after the inspection time. No invasive or destructive testing will be made. No equipment, systems or appliances will be dismantled. The moisture content of all wall, floors, ceilings, siding, and the like will not be tested. As to certain conditions, only random sampling will be conducted. The inspection report will not address the presence of radon gas, lead paint, asbestos, urea formaldehyde, or any other toxic or potentially harmful or flammable chemicals, the well system, septic tank or other buried drainage or storage systems, the security system, the central vacuum systems, water softeners or treatment services, fire sprinkler systems, the presence of rodents, termites, wood-boring insects, ants, birds or other infestation. Neither this Agreement nor the Report constitutes or should be construed to be:

- a) a compliance inspection with respect to any code, standard or regulation including local interpretations thereof;
- b) a guaranty, warranty of policy of insurance;
- c) a survey, appraisal or flood plan certification;
- d) a wood-destroying organism report;
- e) an opinion regarding the condition of title, zoning or compliance with restrictive covenants;
- f) an environmental or engineering analysis

The Client may wish to seek other advice or recommendations from appropriate professionals regarding the foregoing, conditions revealed in the Report, and areas excluded from the scope of the inspection.

The Company assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. The Company's liability for mistakes or omissions in the conduct of this inspection and its Report is limited to the refund of the fee paid.

This limitation of liability is binding upon the Client, its heirs, successors and assigns, and all other parties claiming by or through the Client.

This is the entire agreement of the parties regarding these matters. Any modification or amendment to this Agreement must be in writing and signed by the affected party. In the event any portion of the Agreement is determined to be unenforceable, the remainder of it will continue in full force and effect.

This agreement is binding upon and available to the heirs, successors and to the extent permitted hereunder, the assigns of each of the parties.

Any controversy of claim between the parties arising out of or relating to the interpretation of this Agreement, the services rendered hereunder or any other matter pertaining to the Agreement will be submitted on accordance with the applicable rules of the American Arbitration Association. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the professional home inspection industry. Judgment on any award may be entered in any courts having jurisdiction and the arbitration decision shall be binding on all parties. Secondary or consequential damages are specifically excluded. All Claims must be presented within one year for the date of the inspections. The Company is not liable for any claim presented more than one year after the date of the inspection. In the event the Client commences an arbitration and is unsuccessful, the Client will bear all the Company's expenses incurred in connection therewith including, but not limited to, attorney's fees and a reasonable fee to the employees of the Company to investigate, prepare for attend any proceeding or examination. Client may not present or pursue any claim against the Company until 1 written notice of the defect or omission is provided to the Company and 2 the Company is provided access to and the opportunity to cure the defect.

I have been encouraged to participate in the inspection/survey and accept responsibility for incomplete information should I not participate in the inspection. My participation shall be at my own risk for falls, injuries, property damage, etc. Client agrees to promptly review the report and will call inspector concerning any part of the Report the Client does not understand, is ambiguous or unclear. The Inspector reserves the right to change or modify the Report within forty-eight (48) hours of providing the Report to the Client.

I accept that this work is no substitute for a pre-settlement inspection for which I am responsible since damages, mechanical failures, and symptoms, cures, etc. may appear after this work and before my legal acceptance of the property. I waive all claims against the inspector/surveyor of company in the absence of diligently performing my pre-settlement inspection and for lack of more extensive investigation and follow through with a specialist on any problems noted including conformation of any cost approximations.

The client requests the standard visual inspection of the readily accessible areas of the structure. The inspection is limited to visual observation existing at the time of inspection. The client agrees and understands that the maximum liability incurred by The Inspector/The Company for errors and omissions in the inspection shall be limited to the fee paid for the inspection.

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Approx Temp. \_\_\_\_\_

\$ \_\_\_\_\_ fee Client \_\_\_\_\_

Inspected by: \_\_\_\_\_