

INSPECTION CONTRACT - PLEASE READ THIS CONTRACT CAREFULLY

PURPOSE AND SCOPE OF INSPECTION:

The Visual Inspection Service is performed in accordance with accepted Standards of Practice for Professional Home Inspectors and is intended to provide an opinion, through observation, as to the apparent general condition of a building's components, systems or parts thereof, including the identification of significant observable deficiencies as they exist at the time of the inspection. The observation is limited to a visual survey of certain fixed components and systems of a property. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls or wall coverings, floors or floor coverings, ceilings, furnishings or any other item obstructing view, is NOT included in this inspection. **Client agrees to assume all the risk for all conditions, which are concealed from view at the time of this inspection. Client agrees to assume all risk for all conditions of any item that has not been tested due to lack of function or missing utility connection, including utilities that are not turned on at the time of this inspection.** Items not identified in the report are to be considered not inspected. This inspection does not include any destructive or invasive testing. This is not a warranty, guarantee or insurance policy.

The following are outside the scope of this inspection:

- Concealed defects
- Environmental hazards or conditions, including, but not limited to, toxic, reactive, combustible, or corrosive contaminants, wildfire, odors, noise, flood potential, electromagnetic fields, underground storage tanks, asbestos, radon gas, lead paint, mold, urea formaldehyde, water or air quality, the proximity to toxic waste sites, or other environmental or health hazards
- Structural, geological, soil or hydrological stability, survey, engineering, analysis or testing
- Cosmetic deficiencies
- Permit research or validation, code, installation or zoning violations
- The examination of conditions related to animals, rodents, insects, wood destroying insects, organisms, mold and mildew, carcinogens or the damage caused thereby
- Radio controlled devices or low-voltage systems or relays, freestanding appliances
- Window coverings or tint other than manually operated blinds
- Automatic gates, elevators, playground equipment, load control devices, television / telephone systems, security systems to include lighting and display monitors, solar systems, smoke or carbon monoxide detectors, fire suppression systems, sink or tub overflows, humidifiers, buried piping, shower pans, mist systems, steam baths, saunas, fountains, ponds, central vacuum systems, BBQ's / smokers, igniting fires or hidden moisture.
- The examination or operation of any city or well water delivery system and sewage disposal system or component including, but not limited to, septic tanks, cesspools, and/or any underground system or portion thereof, or ejector pumps for rain or waste and water conditioning systems
- Landscape or irrigation systems
- The condition and/or irrigation of trees, shrubs or vegetation of any kind
- Any item which is hidden from view or impractical to test
- Operate any system or component which is shutdown or inoperable
- Uniformity or adequacy of cool or heated air supply
- Uniformity or adequacy of any appliance or fixture
- Any areas not accessible by a twelve (12) foot ladder or an opening less than twenty-four (24) inches in any direction will not be included in this inspection.

The Client agrees to read the entire Inspection Report. The Client agrees to immediately contact the Las Vegas Inspection Services, LLC for copies of any pages found to be missing from any part of the report. The inspector is a "generalist" in property inspection requirements and is not acting or performing the duties of a license contractor, structural engineer or expert in any trade. **If the inspector recommends further investigation by other specialists, professionals or experts it will be at the direction of the client and at the client's expense and any such recommendation is HIGHLY ADVISED.** Failure to follow any recommendation of the inspector shall release the Las Vegas Inspection Services, LLC of any liability arising in the near or distant future.

The report does contain technical language, if at any time the Client(s) or Client's Representative do not understand any statement or observation in the report, it is the Client(s) responsibility to consult with the inspector or Las Vegas Inspection Services, LLC to receive further clarification, failure to do so shall release Las Vegas Inspection Services, LLC from any liability arising for the misunderstanding of this report.

If the Client is not present for the inspection and the representing Real Estate Agent or a representative of the Client signs on behalf of the Client, it will have the same significance as the Client signing the Inspection Contract.

Third Party Language Disclosed by HomeGauge

HomeGauge (that's us) is a 3rd party in the property inspection report process that is utilized by your residential or commercial inspector to record and store your information and the inspection report. Your information will be kept private unless your inspector has offered you other programs as a benefit to you.

ADDITIONAL SPECIFIC CLARIFICATIONS - PLEASE READ THIS CONTRACT CAREFULLY

IMPORTANT:

- All homes have concerns of varying degrees. Older homes typically have more concerns due to deferred maintenance items. LVIS will do our best to identify all items of notable concern or that require monitoring. It is important to read the entire report to find all items requiring any attention today or in the future.
- Cosmetics issues such as but not limited to, scuffed or deteriorated paint, damaged floors or drywall are not part of this report. This inspection is not intended for detailed room by room cosmetic evaluation. If such an evaluation is desired it may be provided at an additional cost to the client.
- Concealed, inaccessible, hazardous or any unsafe condition for the inspector are not inspected. The inspector will NOT move any items other than certain access panels (meter and scuttle) to accomplish this inspection.
- Inspector of Structure license holders are not certified to assess the presence of Mold, Asbestos, Lead Paint, Radon or Pest Infestation. Additional separate certifications are required for each of these items.
- Landscaping, irrigation and timers, low-voltage, security systems, smoke detectors, carbon monoxide detectors, water filters, recirculating pumps, central vacuum systems, sub-surface piping, sub-surface concrete or reinforcement or soils conditions are NOT inspected.
- Client and/or Client's Representative(s) are totally responsible for their own safety during the inspection process. Client will be accountable for any damage to property components / systems resulting from 'normal' operation of components by the Inspector.
- I agree that a copy of the report may be provided to my Realtor.

LIMITS OF LIABILITY:

The Client agrees to submit to the Inspection Company, in written form, any claims or complaints prior to taking any action. Any legal action or proceeding of any kind against the Inspector or Las Vegas Inspection Services, LLC or its officers, agents, or employees, must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of undetected/undisclosed defects in this inspection and report. This liability limitation is binding on Client and Client's spouses, heirs, principals, and anyone else who may otherwise claim through the Client. Client assumes the risk of any and all losses greater than the fee paid for the inspection. Client agrees that any claim arising from this inspection limits the Las Vegas Inspection Services, LLC's liability to never exceed the collected amount of the inspection. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the provisions of the Arbitration Rules of the American Arbitration Association. The decision of the Arbitrator appointed there under shall be final and binding and judgment of the Award may be entered in any Court of competent jurisdiction. The losing party of any such legal action arising from this inspection shall bare/reimburse the entire amount of any and all legal fees associated with the action to the winning party.

I have read and agree to the above:

Property Address: _____ E-mail: _____

Inspection Fee: \$ _____ Additional E-mail: _____ Date: _____

Client (print): _____ Signature: _____