

Property:

Fee:

Date of Inspection:

Client: _____

INSPECTION AGREEMENT / TERMS OF SERVICE

This agreement limits the liability of Duke Inspection Services, Inc. & Contains an Arbitration Clause -- PLEASE READ IT CAREFULLY.

Duke Inspection Services, Inc. agrees to conduct a visual, non-technical inspection and prepare a written report for the purpose of informing the **CLIENT** of the apparent condition of the readily accessible installed systems and components of the property. The focus of the report is to identify items in need of repair or replacement, potential safety hazards, and items that have reached or are close to reaching their normal life expectancy. The report is based on the opinion of the home inspector based on conditions present at the time & date of the inspection. The inspection will be performed in compliance with **STANDARDS OF THE AMERICAN SOCIETY OF HOME INSPECTORS**, a copy of which is provided. Items, systems and areas outside the scope of the **ASHI Standards** are not included in the inspection and are not part of the written report.

Items & the part or section of items, that are not visible, covered, buried, latent or concealed are not inspected and are excluded from the inspection report. No representation as to the condition of any such item is made by the inspector. Components & systems are not readily accessible if inspection requires dismantling, destructive measures, moving personal items & furniture, or actions that would require risk to the personal safety of the inspector. The inspection process is not technically exhaustive, it is a limited non technical visual inspection.

The inspection and written report are conducted and prepared for the sole, confidential and exclusive use of the **CLIENT** to be used as part of a decision making process. This report is not prepared for any other person, entity, or agent. Duke Inspection Services, Inc. assumes no liability to other parties or future potential buyers of this property. The **CLIENT AGREES** to indemnify, defend & hold harmless the inspector and Duke Inspection Services, Inc. from any such claims, liability, damages, and/or legal fees from such a claim. The report is not assignable to other parties or future buyers of this property.

The written report is not a code compliance inspection or certification for past or present governmental codes or regulations of any kind. Local building codes and code compliance issues are not part of the general inspection report provided by Duke Inspection Services, Inc. The Inspector is providing a general inspection and is not acting as a structural engineer or expert in any trade or craft. The Inspector will not provide an engineering and / or structural analysis. The report will not provide an appraised financial value of the property. Cost estimates for repairs & corrections are not provided by the inspector.

The inspection and written report are not intended to address the possible presence of any environmental hazards including but not limited to radon gas, lead paint, asbestos, mold/bacteria/mold spores, urea formaldehyde, toxic or flammable chemicals, water and airborne contaminants, odors, noise, residual methamphetamine, and electromagnetic radiation.

Also excluded: inspections of & written reports on swimming pools & spas, wells, septic systems, central vacuum systems, water softeners, sprinkler systems, fire & safety equipment, treatments for windows (curtains), carpets, telephone and intercom systems, gates, recreational equipment, storage tanks, wells, satellite television systems, antennae, solar heating equipment, lightning arrestors, the condition of trees & plants, geological stability and soil condition. Furnace Heat Exchangers are not inspected as to the extent they are not accessible and or visible. Inspecting for pests, rodents, insects, termites, carpenter ants, fleas, bedbugs, etc. is NOT INCLUDED. Testing & sampling of mold/mildew is not part of the inspection report. Water contamination & air quality tests are not included.

The **CLIENT** understands & agrees that these systems, conditions and all other areas not in the **ASHI** standards are outside the scope of the general inspection. Any general comments or answers to questions about these systems, items and conditions of same are informal only and do not represent an inspection and are not included in the report. The written report is the report of record.

DUKE INSPECTION SERVICES, INC. IS NOT SELLING OR PROVIDING A GUARANTEE - EXPRESSED OR IMPLIED - TO THE CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM. IN THE EVENT OF A VERIFIED CLAIM OF ERROR, OMISSION, FAILURE TO ADEQUATELY REPORT A CONDITION OR ANY OTHER THEORY OF LIABILITY - THE **CLIENT** AGREES TO ACCEPT A REFUND OF THE FEE PAID FOR THE INSPECTION REPORT AS DUKE INSPECTION SERVICES, INC.'S LIABILITY TO THE **CLIENT**.

ANY CLAIM THAT THE INSPECTOR FAILED TO ACCURATELY REPORT THE VISUALLY DISCERNIBLE CONDITIONS OF THE PROPERTY ON THE DATE OF INSPECTION, WILL BE REPORTED, IN WRITING, TO DUKE INSPECTION SERVICES, INC., WITHIN TEN DAYS OF DISCOVERY AND BEFORE ANY REPAIRS OR REPLACEMENTS ARE MADE TO THE SYSTEM OR COMPONENT IN QUESTION AT THE INSPECTED PROPERTY.

IF THE REPAIRS OR REPLACEMENTS ARE MADE WITHOUT GIVING DUKE INSPECTION SERVICES, INC. THE REQUIRED WRITTEN NOTICE AND THE ABILITY TO RE-INSPECT THE ITEM IN QUESTION, THEN DUKE INSPECTION SERVICES, INC. WILL HAVE NO LIABILITY TO THE CLIENT. ANY CLAIM NOT BROUGHT WITHIN ONE YEAR FROM THE DATE OF INSPECTION WILL BE DEEMED WAIVED AND FOREVER BARRED.

DOES THE CLIENT AGREE TO THESE TERMS? (Please Initial) YES _____ NO _____

ARBITRATION CLAUSE: Any dispute, controversy, interpretation, or claim including claims for but not limited to: breach of contract, any form of negligence, fraud, or misinterpretation 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 first to a non-binding mediation conference and absent a voluntary settlement through non binding mediation be followed by a final & binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules & Procedures. If you would like to utilize the Mediation or Arbitration Services of another dispute resolution provider please submit your recommendation for consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final & binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof. **NOTICE:** You and Duke Inspection Services, Inc. would have the right to litigate disputes through a court and have a judge or jury decide disputes but have agreed instead to resolve disputes through Mediation & Binding Arbitration. (Please Initial) _____

Option II- SHOULD THE **CLIENT** WANT AN INSPECTION REPORT THAT IS MORE TECHNICALLY EXHAUSTIVE & **NOT SUBJECT TO THE LIMITATION OF LIABILITY** DESCRIBED IN THIS AGREEMENT, SUCH A REPORT CAN BE PROVIDED FOR AN ADDITIONAL MINIMAL FEE OF **\$500.00**. (or more depending on the house) THIS TYPE OF REPORT MAY OR MAY NOT REQUIRE THE USE OF LICENSED EXPERTS, TECHNICIANS, OR SUB-CONTACTORS HIRED BY DUKE INSPECTION SERVICES TO PROVIDE A MORE DETAILED OR TECHNICAL REPORT.

DOES THE CLIENT CHOOSE THIS OPTION? (Please Initial) YES _____ NO _____

By signing, you acknowledge that you agree to be bound by the provisions in this agreement & agree to pay the fee.

Client Signature _____

DATE: _____