

EmcoSpec
Inspection Systems
P.O. Box 840, Bryantown, MD, 20617

CONTRACT/AGREEMENT

At your request, EmcoSpec is completing a property inspection conducted in accordance with nationally accepted standards which are available on request or can be viewed on the web at <http://www.ashi.org>. The inspection has clearly defined limitations and is not a substitute for the Transfer Disclosure Statement, which the seller maybe required to provide by civil code. The inspection is performed by a generalist in a matter of hours and does not include any warranties, as opposed to that by a specialist, which could take several days to complete and could include warranties.

Therefore, please be aware of the following limitations of this service: It is not a code-compliance inspection and does not include any research, such as that necessary to establish boundaries, easements, and the issuance of permits or certificates of occupancy. It is not a specialized inspection, such as that conducted by geologists, engineers, environmental specialists, and termite inspectors, who evaluate soil conditions, determine differential settling or structural movement, test the quality of air and water, or detect the presence of pests or rodents, and harmful contaminants, such as radon, radium, methane, asbestos, lead, formaldehyde, electro-magnetic radiation, molds and fungi, termites, and other wood-destroying organisms.

Similarly, in accordance with accepted standards, EmcoSpec does not evaluate or endorse any concealed areas or components, such as subterranean ducts, pipes, or conduits within walls, floors, or ceilings, obstructed switches and outlets, the slab beneath carpets, the interior of heat exchangers, air-conditioning coils and supply ducts, significant portions of chimney flues, and the waterproof membrane beneath roofs, balconies or shower pans. Also, we do not evaluate or endorse

the following specific components: computerized systems, radio or remotely controlled components, central vacuum

systems, alarm, telephone, cable, or intercom systems, private sewage systems, private water supply systems, water softeners, water circulating devices, water filtration or purification devices, automatic sprinklers, the hermetic seal of dual-

glazed windows or skylights, solar systems, fire-sprinkler systems, shut-off valves that are not in daily use, elevators,

saunas, steam showers, humidifiers, electronic air cleaners, in-line duct motors or dampers, washers, dryers, and their valves or drain pipes, condensate pumps, thermostats, timers, clocks, rotisseries, refrigerators, portable or free-standing appliances, retaining walls, landscaping or landscape items, including decorative and low-voltage lighting, portable spas, fountains and ponds, barbecues, fire-pits, pool sweep assemblies, in-line chlorinators, or similar devices dispensing bromine or ozone, and the coatings on pools, spas, countertops, fixtures, appliances, decks and walkways.

In addition, EmcoSpec does not tacitly endorse or guarantee the integrity of any structure or component that was built or installed without permit, and which could include latent defects, or any item that may have been subject to a manufacturer's recall.

What EmcoSpec provides is a conscientious but essentially visual inspection, recommendations for appropriate specialist service, and any consultation that maybe necessary. In return, and in consideration of the fee, you are agreeing with your signature to abide by the terms and conditions of the contract and to the following specific stipulations that you must acknowledge with your initials, as follows:

Limitation On Liability

The Inspector's liability for mistakes or omissions in this inspection report is limited to a refund of the fee paid for this inspection and report. The liability of inspector's principal's, agents, and employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability limitation is binding on client and client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through the client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees, by signing, to immediately accept a refund of the fee as full settlement of any and all claims, which may ever arise from this inspection.

Client Signature _____ X Date _____ X

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I agree that any recommendations that EmcoSpec may make for service, a second opinion, or permit research involving any component or condition should be completed and documented before the close of escrow, or that EmcoSpec will be held harmless for any subsequently alleged deficiencies.

Client Initials: _____ X

I agree to hold EmcoSpec harmless for any defects that are alleged or which should have been discovered beyond a period of one full year from the close of escrow. However, should a dispute arise during this period related to the inspection and report, or the interpretation thereof, that I will only undertake emergency measures and will not alter, repair, replace, correct, or modify any disputed component or condition without first giving the representatives of EmcoSpec the right to re-inspect. Furthermore, I agree that I will first attempt to resolve any dispute informally. Should such an attempt fail, I agree to submit the dispute to binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Incorporated, and that the decision of the appointed arbitrator shall be honored and binding on the parties and entered in any Court of competent jurisdiction.

Client Initials: _____ X

I agree that should I initiate either arbitration or a court action without first attempting mediation that I shall not be entitled to recover attorney's fees and costs that might otherwise be awarded to me through arbitration or a court action.

Client Initials: _____ X

I agree that if any portion of this contract is judged to be invalid or unenforceable by any court or arbitrator that the remaining terms and conditions shall remain in effect and binding between the parties.

Client Initials: _____ X

AUTHORIZATION:

I have read and understood this contract, and agree to all of the terms and conditions therein, and in consideration of a fee of

\$ _____ I authorize John Jordan to complete an inspection of the property in accordance with nationally accepted inspection standards.

For: Client Print Name _____ X. **PLEASE READ THE FULL REPORT** when received.

Property Address _____ City/State _____

CLIENT'S SIGNATURE _____ X DATE _____ X

INSPECTOR'S SIGNATURE _____ DATE _____

FEES:

- General Inspection \$ _____
- Other \$ _____
- Radon \$ _____
- Indoor Air Quality \$ _____
- Potable Water \$ _____
- Pool/Spa \$ _____
- Infrared Scan \$ _____

Total Fee \$ _____