

GENESIS HOME INSPECTIONS LLC

WOOD DESTROYING INSECT INSPECTION AGREEMENT

1. Limited visual inspection for infestation. INSPECTOR agrees to perform a limited visual inspection of the property and to provide CLIENT with a written report informing CLIENT of apparent evidence of wood destroying insect infestation based upon a careful visual inspection of the readily accessible areas of the structure inspected at the time of the inspection.

2. Scope of inspection. This is a limited visual inspection of the structure in readily-accessible areas. The inspection includes probing and/or sounding of unobstructed and accessible areas to determine the presence of visual evidence of wood destroying insect infestation. Wood destroying insect infestation and damage may exist in concealed or inaccessible areas. This is not an inspection for structural damage caused by infestation. Due to the transient nature of wood-destroying insects, future infestation is beyond the scope of this inspection, such as an appearance of a termite swarm, or old inactive infestation turning active.

3. Inspection restrictions. No inspection was made/will be made in areas which required the breaking apart or into, dismantling, or moving of any object, including but not limited to dirt, debris, moldings, floor coverings, wall coverings, siding, drop ceilings, insulation, furniture, appliances, and/or personal possessions; nor were there/will there be areas inspected which were/are obstructed or inaccessible for physical access on the date of the inspection.

4. This is not a warranty or guarantee. INSPECTOR is not selling CLIENT a warranty of the property or a guarantee that future infestation will not happen or will not be discovered. The report of the inspection is not intended to make any representation regarding the presence or absence of latent or concealed infestation or structural defects that are not reasonably ascertainable. No warranty or guarantee is expressed or implied concerning any present or future infestation, latent or concealed infestation, previous treatment, or structural defects caused by infestation.

5. Prior infestation or treatment. INSPECTOR recommends that the CLIENT ask the property owner to disclose information regarding any knowledge of prior infestation or treatment for infestation. If the property has been treated, the company that performed the treatment must be contacted for information about the treatment and any warranty or service agreement. If CLIENT is purchasing the property, this action should be taken prior to closing.

6. 90-day limit. This report shall be considered invalid for purposes of securing a mortgage and/or settlement of property transfer if not used within ninety (90) days from the date of the inspection. **This shall not be construed as a 90-day warranty or guarantee.**

7. Notify INSPECTOR. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the (1) written notification of adverse conditions within fourteen (14) days of discovery, (2) access to the premises, and (3) an incident report form. INSPECTOR is not responsible for any claims if repairs are made or money is spent without notifying INSPECTOR as stated previously. Failure to comply with the previous conditions shall constitute a waiver of any and all claims CLIENT may have against INSPECTOR.

8. Keep out of court. In the event of a problem or bad result with inspection or report, CLIENT agrees to meet with the INSPECTOR for at least one hour (60 minutes) at a local meeting place, convenient for and agreeable to by both parties, without any other counsel or person present. CLIENT agrees to openly communicate in good faith in an attempt to come to a resolution, instead of filing a legal complaint against INSPECTOR.

9. Liability limit. CLIENT agrees that the maximum liability of INSPECTOR, its employees, and its agents, is limited to an amount not to exceed the fee paid for the inspection service. The CLIENT hereby assumes all risks in connection with the inspection to be performed under this AGREEMENT, and further, hereby releases INSPECTOR from any damage which may befall the CLIENT as a result of any inspection to be performed by INSPECTOR, whether seen or unseen, where liquidated or not liquidated; and, further, CLIENT hereby agrees to save and hold harmless INSPECTOR, including all shareholders, officers, directors, and employees of INSPECTOR, from any claim made or loss sustained by the CLIENT or any of the CLIENT's family heirs, or assigns arising out of any inspection to be performed under this AGREEMENT by INSPECTOR.

10. Changes to this Agreement. If any court declares any provision of this AGREEMENT invalid or unenforceable by any court, the remaining provisions will remain in effect. This AGREEMENT represents the entire AGREEMENT between the parties. No modification shall be enforceable unless such modification is in writing and signed by the parties. This AGREEMENT shall be binding upon by the parties and their representatives, family, relations, heirs or assigns.

11. Signing this Agreement. CLIENT understands and agrees that if they are not present at the time of the inspection and therefore did not sign this AGREEMENT that this AGREEMENT will form part of the inspection report, and the acceptance or use of the report will constitute acceptance of the terms and conditions of this AGREEMENT.

12. Payment. Payment is due upon completion of the inspection. CLIENT agrees to pay all reasonable legal and time expenses incurred in collecting due payments.

CLIENT has read the AGREEMENT and agrees to all the terms and conditions of the AGREEMENT, this _____ day of _____, 20_____.

For Genesis Home Inspections LLC

Client