

## INSPECTION SERVICES AGREEMENT

**Binding Contract: Definitions.** This Inspection Services Agreement incorporates the following Notice documents: (i) Limitations and Exclusions; (ii) Supplemental Inspection Services. When completed and signed by both Parties, the Inspection Services Agreement (the "Agreement") becomes a legally binding contract between Pasqua Building Inspections, Inc and the Client named in the signature block on Page 2. When used in this Agreement, the words "Pasqua Building Inspections" "we," and "us" refer to Pasqua Building Inspections, Inc and its employees and authorized agents; the words "you," "your," and "I" refer to the Client; the term "Parties" refers to Pasqua Building Inspections and the Client; the term "Property" refers to the address where we are hired to conduct inspection services; the term "Building" refers to the primary dwelling that we are hired to inspect; the term "Inspector" refers to the Pasqua Building Inspections employee or authorized agent who conducts the inspection services; the term "Inspection Report" refers to the notebook/packet issued by Pasqua Building Inspections upon completion of the inspection services; and, the term "Inspection Findings" refers to the observations and opinions reported by our Inspector and included as part of the Inspection Report.

**Relationship of the Parties.** The Agreement and the Inspection Report govern your relationship with Pasqua Building Inspections. Please take the time to carefully read the Agreement because they contain important terms and conditions and have legal consequences to you. If, after reading the documents, you are not comfortable entering into the Agreement for any reason, you should not hire Pasqua Building Inspections

**Purpose and Scope of the General Home Inspection.** Our General Home Inspection is intended to assist you in evaluating the overall quality and general condition of the Building and its immediately surrounding areas. Our Inspector will conduct an impartial, non-invasive, visual evaluation of the readily accessible, permanently installed systems and components of the Building, and will identify items that may need immediate or near-term repair or replacement. The inspection will be conducted in accordance with nationally and state recognized Standards of Practice in effect at the time of the inspection and referenced in the Inspection Report.

**Limitations and Exclusions.** The Inspection Findings will be limited in scope and based upon the visible and apparent condition of the systems and components of the Building, as they exist at the time of the inspection.

**Post-Inspection Procedures.** You agree to follow the Post-Inspection Procedures. You will contact us immediately and in advance of commencing any repairs if you have concerns about the inspection services we conducted. You will also give us an opportunity to revisit the Property so that we may evaluate and respond to your concerns. You further agree that you will hold Pasqua Building Inspections harmless and will release us from any claim for damages, and/or any repair or replacement costs you may incur where: (i) you fail to notify us in advance and allow us an opportunity to revisit the Property; (ii) you fail to conduct a walk-through inspection (iii) the Property owner failed to fully and properly disclose existing defects.

**Dispute Resolution.** In the event any dispute or claim arises out of or relates to the Agreement, the Inspection Report, or the inspection services conducted by Pasqua Building Inspections, and the Parties themselves cannot settle the dispute, the client will be liable for any and all attorney fees incurred by Pasqua Building Inspections should Pasqua Building Inspections be forced to enforce the terms of this contract.

**Limits of Liability.** Where permissible under state law, the liability of Pasqua Building Inspections under any theory of liability (e.g. negligence, breach of contract, consumer protection, etc.) shall be limited to the fee(s) paid by you for the inspection services you selected.

**Time Limitation.** Any dispute or claim initiated against Pasqua Building Inspections must be made within six (6) months of the date the inspection services were conducted. This time period may be shorter than otherwise provided for under the laws and regulations of some states.

**Disclaimer of Warranty.** Pasqua Building Inspections is not an insurer and does not insure against defects in the Building or at the Property. Neither the Agreement and the Inspection Report nor the inspection services conducted by Pasqua Building Inspections constitutes an insurance policy, or a guarantee or a warranty (express or implied) of any kind, including a warranty of merchantability or fitness for a particular purpose as to the condition of the Building or the Property.

**Client Representations.** By signing below, you represent and warrant to Pasqua Building Inspections as follows:

1. You have read and understand this Inspection Services Agreement and its Notices, and have the full capacity and authority to sign the Agreement on behalf of yourself and all others involved in the purchase of the Property or who will reside at the Property.
2. You have secured from the Property owner all approvals necessary for Pasqua Building Inspections to enter the Building to conduct the inspection services. You agree that Pasqua Building Inspections is not a party to the Property transaction and therefore is not bound by any contingency period that may exist between you, the Property owner and/or the real estate professionals involved in the transaction.
3. You specifically decline Supplemental Inspection Services unless selected in the order block below, and you agree that the Post-Inspection Procedures, Dispute Resolution, Limits of Liability, Time Limitation and Disclaimer of Warranty provisions set forth in this Agreement shall apply to all Supplemental Inspection Services you select.
4. You authorize Pasqua Building Inspections to disclose and distribute copies of the Inspection Findings to the individual(s) identified below.
5. You agree that your acceptance of the Inspection Report shall constitute your voluntary acceptance of all the terms, conditions and limitations of the Agreement. You agree that where certain terms of the Agreement are automatically modified or voided as provided for under state law; the remaining terms of the Agreement shall continue to operate in full force and effect.

CLIENT CONTACT INFORMATION:  _____ (Name)  _____ (Street Address)  _____ (City, State, Zip Code)	INSPECTOR: <u>Scott Pasqua</u>  INSPECTION DATE: _____  FILE NUMBER: <u>PBI</u>  Base Fee – General Home Inspection:      \$ _____ n/a Termite / WDO Inspection Fee:                      \$ _____ n/a Mold Screening Service Fee:                      \$ _____ n/a Pool / Spa Evaluation Fee:                      \$ _____ n/a Septic / Waste System Evaluation Fee:              \$ _____ n/a Well / Water Testing and Analysis Fee:              \$ _____ n/a Radon Testing Fee:                      \$ _____ n/a Sea Wall Inspection:                      \$ _____ n/a Other Inspection Type:                      \$ _____ n/a Other Inspection Type:                      \$ _____ n/a <b>TOTAL:</b> \$ _____  Check # _____ (Returned Checks Subject To \$30 Service Fee)  ? Paid Cash  DISTRIBUTE INSPECTION FINDINGS TO: _____ _____
PROPERTY ADDRESS:  _____ (Street Address)  _____ (City, State, Zip Code)	
CLIENT SIGNATURE:  <b>X</b> _____ (Signature Binding On All Others) Initial if signed by Client’s Authorized Agent:  _____ _____	