JOSEPH HOME INSPECTIONS, LLC

1541 Marcelle Avenue Findlay, Ohio 45840-7054

INSPECTION AGREEMENT

The address of the property is: 2727 Inspection Way, , Inspectme Junction, OH, 47777.

Fee for the home inspection is \$0.00. INSPECTOR acknowledges receiving a deposit of \$0.00 from CLIENT.

THIS AGREEMENT made on 5/8/2010 by and between Donald C. Joseph (Hereinafter "INSPECTOR") and the undersigned Joe Needahouse (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

- 1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
- 2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at http://www.nachi.org/sop.htm. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.
- 3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.
- 4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
- 5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place.

CLIENT INITIALS & DATE:	
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6. This inspection does not include Environmental Testing, Organic Growth Testing, or Radon Testing.
7. This inspection does not include observations for Rodents, Insects, or Wood Boring Insects.
CLIENT INITIALS & DATE:
8. In the event a dispute arises between the parties to this contract, it is hereby agreed that the dispute
shall first be referred to Inspection Arbitration Services (IAS) (<u>www.inspectionarbitrationservice.com</u>) for
mediation and arbitration in accordance with the applicable rules of mediation and arbitration as
established by IAS and in effect at the time of the complaint filing. The complaining party shall be
responsible for any costs associated with bringing such action. In the event that the conplaining party
becomes the prevailing party, they shall be awarded all of the filing fees and related administrative
costs. Terms of use and other rules regarding the service and fees can be found at
www.inspectionarbitrationservice.com." CLIENTS INITIALS & DATE:
10. If any court declares any provision of this Agreement invalid or unenforceable, the remaining
provisions will remain in effect. This Agreement represents the entire agreement between the parties.
All prior communications are merged into this Agreement, and there are no terms or conditions other
than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding
unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable
against any party unless such change or modification is in writing and signed by the parties. This
Agreement shall be binding upon and enforceable by the parties and their heirs, executors,
administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR
after one year from the date of the inspection.
11. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the
on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due
payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person
signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the
entity.
12. HOLD HARMLESS AGREEMENT: CLIENT agrees to hold any and all real estate agents involved in
the purchase of the property to be inspected harmless and keep them exonerated from all loss,
damage, liability or expense occasioned or claims by reason of acts or neglects of the INSPECTOR or
his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the
purpose of inspecting the subject home.
CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES
RECEIPT OF A COPY OF THIS AGREEMENT.
RECEIL FOL A COLF OF THIS ACKELINENT.
CLIENT OR REPRESENTATIVE DATE INSPECTOR DATE
CLIENT PRINTED NAME
2277 Good Home Way, , Biltwell, OH, 77777
CLIENT CURRENT ADDRESS