COMPLETE PRE-INSPECTION CONTRACT (TERMS, CONDITIONS, AND DISCLAIMER)

PLEASE READ CAREFULLY

1. At your request as buyer, Mark's Home Inspection Service, Inc.("Company") of 1383 Lynn Park Drive, Cleveland Heights, OH, 44121, agrees to inspect the property located at _____in _____, Ohio to inform you ("Client") of major defects and deficiencies in the condition of the property subject to the release and **Liquidated Damages Provision, (see no. 10 below).** Any report represents an impartial opinion of the physical condition of the named components below of the property from a limited visual inspection of those components and operating systems, which are readily visible and accessible on the day and at the time of the inspection. Company can not be held liable for latent, concealed, non-visible, or obscured defects. **This is not a technically exhaustive inspection.** A truly exhaustive inspection of a house and utility systems would require destructive tests and be absolutely time and cost prohibitive for the average homeowner/buyer.
2. This report is being prepared for your sole, exclusive, and confidential use only. No other party is intended as a beneficiary hereunder, though you agree we may share this report and your Radon test results with your Realtor®. No further duplication is authorized by anyone.
3. This report is not a warranty or guarantee (expressed or implied) that the items are defect free, or that latent or concealed defects do not exist, may have existed in the past, or may exist or become evident in the future, **or that the defects we have referenced in this report are the only defects that exist.**
4. There is probably no such thing as a perfect building. Defect free construction is unattainable. Some flaws will remain hidden. Past, present, or anticipated problems, as noted in this report, may not be a reason to reject a structure, but neither should a report you interpret as "favorable" be considered a reason to purchase it. Read seller's State of Ohio Disclosure Form carefully, if applicable, and make appropriate inquiries or consult experts if questions remain about structure and systems.
5. This report is not a statement of suitability for future expansion or use, and does not address compliance with local, state, or federal code or regulation.
6. To avoid damage claims and other risks, inspectors do not climb to inspect or walk roofs without interior or safe exterior access with 12 foot ladder, nor walk attics that are unfloored. Roofs, chimneys, gutters, and roof penetrations are observed from the ground with binoculars, which imposes obvious limitations on this part of the inspection. All decisions regarding safety issues are made by the inspector, not the Client/buyer.
7. Any dispute or claim of any nature by any party in regard to the inspection or the terms of this contract shall be submitted **only** to the **American Arbitration Association** for final and binding arbitration in accordance with its practices and procedures and the guidelines set forth by the American Society of Home Inspectors' Standards of Practice and/or Mark's Home Inspection Service, Inc. policies/procedures. If different, MHIS, Inc. prevail. Copies of same are available upon request at any time. **CLIENT INITIAL:**
8. Time is of the essence to bring any claim against Company. Any and all claims shall be barred and void if proper notice of same is not specifically described in writing and actually delivered to Company (address above) not later than NINETY (90) days after the date of inspection. Facsimile transmittals shall not be accepted for this purpose, and certified and regular mail is suggested with date of postmark to serve as date of notice.
9. You agree to notify us in writing and provide the opportunity to reinspect anything on our list of "What is Inspected" that you believe we've omitted prior to making any repairs. Failure to do so absolves the company and its inspectors of any and all liability.
10. **Liquidated Damages Provision:** Mark's Home Inspection Service, Inc. ("Company") is not an insurer or guarantor of the building's condition. Neither the inspection nor the summary or descriptions contained in any oral or written comments or report are intended nor can you infer or understand them to be any guarantee or warranty of the adequacy, performance or condition of any structure, system, or any other item inspected or omitted from inspection. Client has contracted with Company for its inspector's professional best efforts under imposed and expressed limitations described in this contract, and Client hereby holds Company and its agents and employees harmless from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage or personal injury of any nature. The negotiated **settlement of Company shall be limited to $500.00 or twice the fee** paid by the Client (whichever is greater) as an expressed condition of Company's and inspector's performing the inspection for Client.
11. **BASEMENT/CRAWL SPACE LIABILITY DISCLAIMER**: WE DO NOT PROMISE THAT A "DRY" AREA BELOW GRADE WILL REMAIN SO, OR THAT A DAMP OR WET ONE WILL NOT GET MORE WET. **WE REPORT CONDITIONS *ON THE DAY WE SEE THEM***. MANY VARIABLES AFFECT THESE AREAS, INCLUDING BUT NOT LIMITED TO GUTTERS/DOWNSPOUTS, GRADING, THE FUNCTIONING OF DRAINAGE SYSTEMS (YOURS AND THE CITY/AREA YOU LIVE IN), THE WATER TABLE, THE POROSITY OF THE SOIL, AND VARIABLE SOIL AND WEATHER CONDITIONS.
12. The presence of water penetration in the home **automatically** indicates the need for mold/environmental/air testing, as it may cause structural and/or health problems, up to and including making the home uninhabitable and people sick. Sources of moisture must be eliminated.

It is so agreed by the undersigned on behalf of themselves and their respective agents, principals, spouse and co-purchasers.

Date	**Craig Haas, Pres./or Designee**	**Client or Designee's Signature**

What IS inspected when VISIBLE OR EXPOSED: the overall grade and drainage; the driveway, walkways, steps, patios, decks, and porches; the foundation; the roof and roof penetrations, soffits, fascia, gutter and drain system (above ground); chimney exterior; the exterior doors, trim, windows, and siding; the garage door, opener, windows, roof, siding, floor and electrics; the basement floor, walls, windows (we do not open basement windows), ventilation, and dampness; the exposed waste system lines; the interior of all finished rooms including walls, floors, ceilings, doors, and a representative sample of windows and electrics; the kitchen's built-in appliances (except refrigerators), fixtures and plumbing; the bathroom's fixtures and plumbing; the laundry facilities for fuel type and venting; the heat system - CO test, gas leaks, functioning of unit and air conditioning (temperature permitting); the electrical system's main panel and random checks throughout the house (as accessible); the fireplace hearth, firebox, creosote, damper and hood (but **no** areas above the hood); and the attic for ventilation, insulation, and leaks as visible from the scuttle (we do not walk unfinished areas because of risks).

What is NOT inspected: Water quality; well inspection or testing of any type; the presence or condition of waste disposal system; non-visible pipes and electric lines; any future settling of the house, steps, driveway, walkways, decks, and/or porches; solar systems; Mold (unless specifically tested for) Lead paint and U.F.F.I.; Radon (unless specifically tested for); gas logs and chimney flue liners (above the firebox hood); security systems (as they are proprietary); swimming pools and recreational equipment; wood destroying or other insects or pests; humidifiers, electronic air filters, and central vacuum systems; detached buildings; future cracking settling and/or durability of concrete, asphalt, or other materials (EIFS, stucco, wood, vinyl, aluminum, galvanized metal, brick, etc.).